GENERAL TERMS AND CONDITIONS
ALLGEMEINE GESCHÄFTSBEDINGUNGEN

§1 Definition of Terms

(1) BKT SOLUTIONS (bkt solutions GmbH, Kiesstr. 38a, 60486 Frankfurt, Germany) is the producer and licensor of the SOFTWARE and the provider of any SERVICES delivered (if any) under this agreement.
(2) ORDER is the document or electronic equivalent (e.g. web shop, payment link, e-mail), where the CUSTOMER orders the SOFTWARE licenses and / or SERVICES, including all commercial data. SOFTWARE ORDERS include the number of USERS for which the SOFTWARE license is valid.
(3) SOFTWARE is one of BKT SOLUTIONS' software products (e.g. "presentaid") including templates and documentation.
(4) SUBSCRIPTION is an ORDER of SOFTWARE for an agreed CONTRACTUAL PERIOD (e.g. one month or one year) that renews automatically in accordance with §5(3).
(5) SERVICE is an activity performed by BKT SOLUTIONS to create value-add for the CUSTOMER. These activities include, but are not limited to, customization and deployment services and trainings.
(6) USER is the person who is allocated by the CUSTOMER for the use of the SOFTWARE. This person must be uniquely identified, e.g. by e-mail address or another unique identifier.
(7) CUSTOMER is the entity or person who is named in the ORDER and has agreed to these GENERAL TERMS AND CONDITIONS. The CUSTOMER must be an entrepreneur within the meaning of Sect. 14 BGB (i.e. a natural person, legal entity or partnership acting in the exercise of its commercial or self-employed professional activity, including freelancers and other self-employed professionals), a legal entity under public law or a special fund under public law (Sect. 310(1) BGB). CUSTOMER can also be a USER.
(8) PERSONAL DATA are personal details that identify a person, for example name, address, e-mail address or telephone number, accounting data (e.g. bank account number, credit card information), as well as other unpublished data used in this context.
(9) CONFIDENTIAL INFORMATION includes data and information of a party that are not public knowledge, in particular license keys, user passwords, the know-how and trade secrets involved in the SOFTWARE and SERVICES and, on the part of the CUSTOMER, the CUSTOMER CONTENT made available to BKT SOLUTIONS. Information that is or becomes publicly known without a breach of this agreement, was already known to the receiving party, was developed independently, or was lawfully obtained from a third party is not CONFIDENTIAL INFORMATION.
(10) IN WRITTEN FORM means text form within the meaning of Sect. 126b of the German Civil Code (BGB) and therefore also includes electronic communication (e.g. e-mail); a handwritten signature is not required.
(11) CONTRACTUAL PERIOD is the usage period agreed in the ORDER (e.g. one month or one year) and, where applicable, each renewal period under §5.
(12) LICENSE FEE is the fee for the SOFTWARE agreed in the ORDER or stated in the price list, per USER and CONTRACTUAL PERIOD.
(13) PRODUCT DESCRIPTION is the description of the functions and performance features of the SOFTWARE in the documentation (knowledge base) and in the ORDER.
(14) CUSTOMER CONTENT means the presentations, files, data and other content that the CUSTOMER or USER creates or processes with the SOFTWARE.

§2 License

(1) The SOFTWARE is offered exclusively to businesses and self-employed professionals. By placing the ORDER, the CUSTOMER confirms that it concludes the contract in the exercise of its commercial or self-employed professional activity (or as a legal entity or special fund under public law) and not as a consumer within the meaning of Sect. 13 BGB. These GENERAL TERMS AND CONDITIONS apply only to such CUSTOMERS. BKT SOLUTIONS supplies the SOFTWARE to the CUSTOMER, exclusively on the basis of these GENERAL TERMS AND CONDITIONS and the ORDER of the CUSTOMER to BKT SOLUTIONS. In no case, general terms and conditions and/or similar legal rules of the CUSTOMER (e.g. purchasing conditions) shall become part of the ORDER. In the event of contradictions between the aforesaid documents, they shall apply in the following sequence: ORDER as accepted by BKT SOLUTIONS, these GENERAL TERMS AND CONDITIONS.
(2) In return for the agreed LICENSE FEE BKT SOLUTIONS grants the CUSTOMER and its USERS the temporary, non-exclusive, non-transferable right to reproduce the SOFTWARE to such an extent as

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is necessary for loading, displaying, running, transferring or storing the SOFTWARE under the following conditions (hereinafter USE AS INTENDED).

(a) A SINGLE USER LICENSE entitles the CUSTOMER to allow the SOFTWARE to be used by one USER.

(b) A MULTI USER LICENSE entitles the CUSTOMER to allow the SOFTWARE to be used by the agreed number of USERS. The number of USERS means the number of potential USERS who would then be entitled to such use by the CUSTOMER, irrespective of whether and when they actually use the SOFTWARE.

(c) A CORPORATE LICENSE entitles the CUSTOMER to allow the SOFTWARE to be used by all employees within the same legal entity only (excluding affiliated companies and external contractors), unless specified otherwise in the ORDER.

(d) The USER shall be entitled to install and use the SOFTWARE on one or more machines, as long as only this USER has access to the SOFTWARE. The USER shall not be entitled to share the use of the SOFTWARE.

(e) The CUSTOMER and USER are obliged to ensure that each license key for the SOFTWARE is held confidential.

(f) The CUSTOMER may reassign a license from one USER to another USER (e.g. when an employee leaves the CUSTOMER) by notice IN WRITTEN FORM or via the license management portal of BKT SOLUTIONS, if available, provided the former USER no longer has access to the SOFTWARE. Reassignment for the purpose of alternating use of one license by several persons is not permitted.

(g) The CUSTOMER agrees to identify all USERS to BKT SOLUTIONS in case BKT SOLUTIONS has sufficient reason to suspect a breach of the above regulations (a) to (f). BKT SOLUTIONS is authorized to demand from the CUSTOMER, retrospectively from the beginning of the relevant breach, the LICENSE FEE for the unlicensed use according to its then-current price list; the CUSTOMER may prove that BKT SOLUTIONS has suffered no damage or significantly lower damage. Further claims remain unaffected.

(h) The CUSTOMER and USER shall not be permitted to compile, adapt, change the arrangement or make other alterations including error correction to the SOFTWARE either in whole or in part, directly or indirectly, nor shall they disassemble the SOFTWARE, subject it to reverse engineering or decompile it, unless (I) this is necessary in order to obtain information to permit interoperability with an independently developed computer program and (II) BKT SOLUTIONS has not made available this information to the USER within a commercially reasonable period of time despite request IN WRITTEN FORM. Information obtained by such a measure may not be used for other purposes than to achieve interoperability and shall not be communicated to third parties unless this is necessary to establish interoperability. Mandatory statutory rights of the USER, in particular under Sect. 69d and 69e of the German Copyright Act (UrhG), remain unaffected.

(i) The CUSTOMER and USER shall be entitled to make identical backup copies of all SOFTWARE licensed under this agreement on a data carrier or other storage medium.

(j) The ownership and all intellectual property rights to the SOFTWARE including copyright remain with BKT SOLUTIONS and / or its licensor(s). With the exception of the USER rights granted in this agreement, the USER is not granted any additional rights.

(k) Under no circumstances shall the CUSTOMER and USER be entitled to transfer, rent or lease the SOFTWARE permanently or temporarily to third parties without BKT SOLUTIONS' written consent.

(3) The CUSTOMER is obliged to inform any USER about these GENERAL TERMS AND CONDITIONS and is responsible for the compliance of any USER with these GENERAL TERMS AND CONDITIONS.

§3 Warranty

(1) For the duration of the CONTRACTUAL PERIOD, BKT SOLUTIONS warrants that the SOFTWARE if USED AS INTENDED shall essentially satisfy the function and performance features set out in the PRODUCT DESCRIPTION at the time when the ORDER was placed. Insignificant deviations are irrelevant. Statements in advertising or on the BKT SOLUTIONS website that go beyond the PRODUCT DESCRIPTION are not warranted features unless expressly agreed in the ORDER.

(2) Before concluding this agreement, the CUSTOMER shall itself determine that the SOFTWARE sufficiently satisfies its requirements.

(3) If within the warranty period the CUSTOMER submits evidence of a defect / error in the SOFTWARE, BKT SOLUTIONS shall at its discretion first be entitled to remedy or replace. The

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CUSTOMER shall only be entitled to reduce the remuneration (diminution) or to cancel the agreement if the remedy or delivery of a replacement has definitively proven unsuccessful. If the CUSTOMER exercises its right of cancellation, it shall terminate the use of the SOFTWARE and completely delete the SOFTWARE from all data carriers and data memories, including the hard disc of the machine, and notify BKT SOLUTIONS thereof IN WRITTEN FORM. The warranty does not cover defects caused - directly or indirectly -

- by intentional or negligent use contrary to purpose by the USER for which BKT SOLUTIONS is not responsible, and
- by repairs or modifications by the USER or third parties.

§4 Technical Requirements

(1) All technical requirements for using the SOFTWARE will be made available to the USER in the documentation and on the BKT SOLUTIONS website (in particular the supported Microsoft® Windows® and Microsoft® Office® versions). The USER must adhere to these requirements for the full duration of the contract in order to be able to use the SOFTWARE. In the event that the CUSTOMER and / or USER does not fulfill the technical requirements and therefore is not able to use the SOFTWARE, BKT SOLUTIONS shall not be liable for any damages resulting from the inability to use the SOFTWARE and will not refund any fees, unless BKT SOLUTIONS is responsible for the inability or has described the requirements incorrectly or incompletely. §10 remains unaffected.

(2) Depending on the version and deployment of the SOFTWARE, an internet connection may be required in order to activate the SOFTWARE; the cost of the internet connection will be borne by the CUSTOMER or USER.

(3) Depending on the version and deployment of the SOFTWARE, administrative privileges may be required in order to install the SOFTWARE.

(4) When using the SOFTWARE, the installed SOFTWARE will store information both temporarily and permanently on the respective machine. SOFTWARE settings will be saved to the machine and may be entered in the registry.

(5) The CUSTOMER and USER shall cooperate and provide all reasonable assistance to BKT SOLUTIONS in the correction of errors in the SOFTWARE. This includes the delivery of an error description / screenshots / sample files to BKT SOLUTIONS (including the information, whether or not and how the error can be reproduced) and, upon request of BKT SOLUTIONS and with the consent of the CUSTOMER or USER in each individual case, remote and / or live access to the relevant machine(s); BKT SOLUTIONS shall treat any CUSTOMER CONTENT and other CONFIDENTIAL INFORMATION of the CUSTOMER that becomes accessible in this process in accordance with §11. In the event that the CUSTOMER and / or USER do not cooperate then BKT SOLUTIONS shall have no obligation to correct such errors and shall not be liable in respect of such errors.

(6) If a MULTI USER LICENSE or CORPORATE LICENSE is ordered, the CUSTOMER shall name individuals responsible for operating, administrating and maintaining the software on a day-to-day basis on behalf of the CUSTOMER and shall ensure that such list of named individuals remains current and up to date. The CUSTOMER shall make sure that these individuals are reasonably well trained in accordance with BKT SOLUTIONS recommendations (if any).

(7) If the CUSTOMER fails to install and use any delivered release of the SOFTWARE within 8 weeks of the date on which it was made available to the CUSTOMER, BKT SOLUTIONS may on notice withdraw maintenance / error correction from the version of the SOFTWARE, which the maintenance release was intended to replace. Maintenance / error correction will be resumed at such time as the last delivered release is installed.

(8) BKT SOLUTIONS provides error correction and updates for the current release of the SOFTWARE during the CONTRACTUAL PERIOD. Support is provided by e-mail and the support channels named on the BKT SOLUTIONS website on business days, Monday to Friday; BKT SOLUTIONS aims to respond within two (2) business days. No specific response or resolution times or availability levels are guaranteed unless agreed in the ORDER. BKT SOLUTIONS may adapt the SOFTWARE to technical developments, changes of Microsoft® Office® and legal requirements and may change, replace or discontinue individual functions, provided the essential functions according to the PRODUCT DESCRIPTION remain available.

(9) The SOFTWARE is an add-in for Microsoft® PowerPoint®, Excel®, Word®, and Outlook®. Microsoft®, Office®, PowerPoint®, Excel®, Word®, Outlook®, and Windows® are trademarks of Microsoft Corporation. BKT SOLUTIONS is not affiliated with Microsoft. The CUSTOMER is responsible for holding valid licenses for the Microsoft products required to run the SOFTWARE.

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§5 Contract Duration and Cancellation

(1) The contract comes into effect with acceptance of the ORDER by BKT SOLUTIONS and - in case of a SOFTWARE ORDER - delivery of the license key(s) to the CUSTOMER and / or USER. For ORDERS placed through the web shop or a payment link, BKT SOLUTIONS accepts the ORDER by sending an order confirmation or the license key(s). The contract is valid for the duration specified in the order (CONTRACTUAL PERIOD). If no duration is explicitly specified, the CONTRACTUAL PERIOD for SOFTWARE ORDERS will be one year, starting with the date of delivery of the license key(s).

(2) Before the end of the relevant CONTRACTUAL PERIOD of a SOFTWARE ORDER, BKT SOLUTIONS may remind the CUSTOMER and / or USER to obtain a new license key, either through the user interface of the SOFTWARE or a reminder e-mail. Such reminders relate to the existing contract; the CUSTOMER may object to receiving them at any time.

(3) In case the CUSTOMER has ordered the SOFTWARE as a SUBSCRIPTION, the SUBSCRIPTION gets extended automatically by the CONTRACTUAL PERIOD originally agreed (e.g. one month or one year), unless it has been cancelled by either party at the latest 14 days before the end of the current CONTRACTUAL PERIOD.

(4) BKT SOLUTIONS may adjust the LICENSE FEE with effect from a renewal CONTRACTUAL PERIOD by up to 5% within any period of twelve (12) months by notice IN WRITTEN FORM given at least six (6) weeks before the date on which the adjusted LICENSE FEE is to apply. In this case, the CUSTOMER may cancel the SUBSCRIPTION IN WRITTEN FORM until the date on which the adjusted LICENSE FEE is to apply, with effect from that date; the adjusted LICENSE FEE then does not apply.

(5) The parties can cancel the contract at any time with sufficient reason (the statutory right to terminate for good cause under Sect. 314 BGB remains unaffected). A sufficient reason exists
   (a) for BKT SOLUTIONS when the CUSTOMER is in default of payment for more than 30 days after a reminder, or
   (b) for each party when the other party is in breach of fundamental points of this contract.

(6) In order to be effective, any cancellation must be IN WRITTEN FORM; this includes cancellation via the license management portal of BKT SOLUTIONS, if available.

(7) After cancellation of the contract on which basis the SOFTWARE was used, the USER must end the use of the SOFTWARE and uninstall the SOFTWARE.

(8) If the CUSTOMER cancels the contract for good cause for which BKT SOLUTIONS is responsible, BKT SOLUTIONS shall refund the LICENSE FEE already paid for the period after the effective date of cancellation on a pro rata basis. In all other cases, LICENSE FEES already paid for the current CONTRACTUAL PERIOD are not refunded.

§6 Fees and Conditions of Payment

(1) The fees for the use of the SOFTWARE and / or SERVICES outlined in the contract shall be defined in the ORDER. If the fees are not explicitly stated in the ORDER, the regular price list for the SOFTWARE and / or SERVICES applies as published on the BKT SOLUTIONS website at the time the ORDER is placed. All prices are net prices plus value-added tax at the statutory rate applicable at the time the invoice is issued (unless a reverse-charge procedure applies). Payment is to be made in advance for each CONTRACTUAL PERIOD, for the first CONTRACTUAL PERIOD when the contract becomes binding and for each renewal CONTRACTUAL PERIOD at the beginning of that period.

(2) Any payments have to be made
   (a) within 30 calendar days after issue of the relevant invoice through bank transfer or offered e-payment methods,
   (b) directly when purchased through the web shop or payment link on the BKT SOLUTIONS website via the offered e-payment methods; for SUBSCRIPTIONS, the LICENSE FEE for each renewal CONTRACTUAL PERIOD is collected via the payment method selected by the CUSTOMER.

   Transactional fees and costs of conversion to invoice currency (if applicable) are to be borne by the CUSTOMER. If a refund or chargeback becomes necessary through the fault of the CUSTOMER (e.g. because of an erroneous order quantity), BKT SOLUTIONS may charge the CUSTOMER a flat amount of EUR 15 to cover the transaction costs, unless the CUSTOMER proves that no or significantly lower costs were incurred.

(3) In case of late payment, BKT SOLUTIONS is entitled to default interest at the statutory rate (Sect. 288 BGB) and to the statutory lump sum of EUR 40 (Sect. 288(5) BGB). BKT SOLUTIONS may block the license key(s) for as long as the CUSTOMER is in default of payment.

(4) If the CUSTOMER/ USER has been using the SOFTWARE on a trial basis, trial usage can only be extended with the express approval of BKT SOLUTIONS; if the CUSTOMER/ USER contravenes this

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regulation, BKT SOLUTIONS has the right to demand payment for the use of the SOFTWARE according to its regular price list.

(5) A free trial of the SOFTWARE (currently thirty (30) days) allows the use of the SOFTWARE with its functions for evaluation purposes free of charge. The trial ends automatically at the end of the trial period and does not convert into a SUBSCRIPTION unless the CUSTOMER places an ORDER. During the free trial, BKT SOLUTIONS is liable only for intent and gross negligence (without prejudice to §10(3)); no claim to support or maintenance exists unless stated otherwise.

§7 Personal Data of CUSTOMER

(1) When the CUSTOMER places an ORDER at BKT SOLUTIONS directly or through the web shop, it is necessary for the conclusion of the contract that CUSTOMER enters PERSONAL DATA which is required for the completion of the ORDER. Required information for the execution of the contract is:

- CUSTOMER company, address, name and e-mail of the person(s) responsible
- Payment data including additional information for payment processing
- Name and e-mail-address of the intended users for the activation of the license which is user based

The legal basis for this data processing is Art. 6 Para. 1 S. 1 lit. b GDPR as regards the CUSTOMER and, as regards USERS who are not themselves party to the contract, Art. 6 Para. 1 S. 1 lit. f GDPR (legitimate interest in performing the contract with the CUSTOMER and in administering the licenses). The information pursuant to Art. 13 and 14 GDPR is available in the privacy notice of BKT SOLUTIONS.

(2) BKT SOLUTIONS processes the data provided by the CUSTOMER to execute the order placed. For this purpose, BKT SOLUTIONS can pass on CUSTOMER'S payment data to third party payment service providers. The legal basis for this is Art. 6 Para. 1 S. 1 lit. b GDPR. Where BKT SOLUTIONS utilizes third party payment service providers (e.g. Stripe), the CUSTOMER'S payment data will be disclosed to such third parties for payment validation and transaction processing. Payment card data is entered directly with the payment service provider; BKT SOLUTIONS does not store complete payment card numbers.

(3) Depending on the version and deployment of the SOFTWARE, BKT SOLUTIONS may collect data for license validation as follows (together named as "ACTIVATION INFORMATION") upon activation of the SOFTWARE and periodically while the SOFTWARE is installed: license key, username, organization, e-mail - as filled in by the USER in the activation form or pre-filled in agreement with the CUSTOMER, license type, installation type, domain name, computer name, user name, timestamp, Microsoft® Office® version, Microsoft® Windows® version, SOFTWARE version. This processing serves license validation and the prevention of misuse of the SOFTWARE (Art. 6 Para. 1 S. 1 lit. b and f GDPR). ACTIVATION INFORMATION does not include CUSTOMER CONTENT. BKT SOLUTIONS stores ACTIVATION INFORMATION for the duration of the contract and thereafter only as long as this is necessary for statutory retention periods or for the establishment, exercise or defense of legal claims.

(4) Depending on the version and deployment of the SOFTWARE, the following data may be collected by BKT SOLUTIONS if the USER decides to send error reports: error message, performance metrics, loaded add-ins, style name and style id – as generated by the SOFTWARE, error description, user name, contact information - as filled in by the USER in the error form, all ACTIVATION INFORMATION as stated in § 7(3). Error reports do not contain CUSTOMER CONTENT unless the USER attaches it (e.g. as a sample file).

(5) The SOFTWARE processes CUSTOMER CONTENT locally on the machine of the USER. BKT SOLUTIONS does not receive CUSTOMER CONTENT, unless the USER sends it voluntarily (e.g. sample files in support cases) or uses the optional AI FUNCTIONS pursuant to §14; in the latter case the content is transmitted directly to the AI PROVIDER selected by the CUSTOMER or USER and not to BKT SOLUTIONS.

(6) If the CUSTOMER /USER uses the "automatic updates" feature of the SOFTWARE (if available), SOFTWARE will check for updates in regular intervals and may thereby transmit and store the ACTIVATION INFORMATION as stated in § 7(3).

(7) For the use of the BKT SOLUTIONS website and/or other services provided through the website, additional privacy terms may apply, which are accessible through the relevant website or service.

(8) Other services or websites that are linked or redirected to from the BKT SOLUTIONS website may have implemented different guidelines as regards data collection and processing; for this reason,

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the data protection notices on the respective websites, or the data protection notices for the use of respective services are effective.

§8 Use of Data

(1) BKT SOLUTIONS processes PERSONAL DATA passed on to it only to the extent permitted by law, in particular for the purposes stated in §7 and §9. No consent of the CUSTOMER or USER is required or assumed for this processing; consents given separately remain unaffected.

(2) The data processing centers used by BKT SOLUTIONS are located within a member state of the European Union (EU) or within a member state of the European Economic Area (EEA) or, if a transfer of data to a state which is not a member state of either the EU or the EEA will take place, BKT SOLUTIONS will secure, that the specific conditions of Article 44 et seq. GDPR have been fulfilled. The data processing in such territories will only take place in countries, where the adequate level of protection
   - has been decided by the European Commission (Article 45 Paragraph 3 GDPR), including for recipients in the USA certified under the EU-U.S. Data Privacy Framework,
   - is the result of binding corporate rules (Article 46 Paragraph 2 Point b in conjunction with Article 47 GDPR),
   - is the result of Standard Data Protection Clauses (Article 46 Paragraph 2 Points c and d GDPR),
   - is the result of approved Codes of Conduct (Article 46 Paragraph 2 Point e in conjunction with Article 40 GDPR).

(3) BKT SOLUTIONS will only use PERSONAL DATA for the specific reason for which this data was conveyed. PERSONAL DATA will only be passed on to a third party if this is permitted by law or with the express consent of the data subject. Unless otherwise stated, PERSONAL DATA the USER has passed on to BKT SOLUTIONS is only for internal BKT SOLUTIONS use, and for use described in the privacy notice of BKT SOLUTIONS. PERSONAL DATA can, however, be passed on to service providers (e.g. hosting, payment, e-mail and support providers), bound by a data processing agreement where required by Art. 28 GDPR, that provide services for BKT SOLUTIONS in the areas of execution of orders, payment processing or administration, or other services described in this document.

(4) BKT SOLUTIONS can pass on PERSONAL DATA and other information if this is required by virtue of a law, or because of a citation or court ruling, or if it is required in order to answer a query, request or complaint from the USER or from a third party on behalf of the USER.

§9 General Principles on Data Protection

(1) Due to commercial and tax regulations, BKT SOLUTIONS is obliged to store CUSTOMER'S address, payment and ORDER data for the retention periods prescribed by commercial and tax law (Sect. 257 of the German Commercial Code, Sect. 147 of the German Fiscal Code). After the contract has been completed, BKT SOLUTIONS restricts the processing of this data to the extent it is no longer required for the performance of the contract, i.e. this data will only be used to comply with legal obligations and for the establishment, exercise or defense of legal claims until the retention periods have expired.

(2) To prevent unauthorized access to CUSTOMER'S personal data, especially financial data, the ORDER process is encrypted using TLS technology.

(3) The controller in the meaning of Art. 4 No. 7 General Data Protection Regulation (GDPR) is bkt solutions GmbH, Kiesstr. 38a, 60486 Frankfurt, Germany, represented by its managing director Laszlo Diewald, privacy@bkt-solutions.com (see "Imprint" on the BKT SOLUTIONS website). CUSTOMER /USER can contact BKT SOLUTIONS on all data protection matters at privacy@bkt-solutions.com or via BKT SOLUTIONS' postal address with the addition "Data Protection".

(4) If CUSTOMER /USER sends e-mail messages or other messages, in particular comments, or enters them directly via a form provided by BKT SOLUTIONS, BKT SOLUTIONS will retain such messages in order to process the request, respond to questions and improve the products and services provided. BKT SOLUTIONS deletes the data arising in this context after the storage is no longer necessary or limits the processing if statutory retention obligations exist.

(5) CUSTOMER /USER has the right to ask about their personal data free of charge at any time. Furthermore, CUSTOMER /USER has the right at any time to revoke any consent given to the use of their personal data with effect for the future and to request correction or deletion of the data stored by BKT SOLUTIONS.

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(6) In particular, CUSTOMER /USER has the following rights towards BKT SOLUTIONS with regard to the personal data related to them:
- Right to access information
- Right to correction or erasure
- Right to restriction of processing
- Right to withdraw any consent given with effect for the future
- Right to data portability
- Right to object to processing based on legitimate interests (Art. 21 GDPR)

(7) CUSTOMER /USER also has the right to complain to a data protection supervisory authority about the processing of personal data by BKT SOLUTIONS. The competent supervisory authority for BKT SOLUTIONS is the Hessian Commissioner for Data Protection and Freedom of Information (HBDI), Wiesbaden.

(8) Please contact the data protection contact of BKT SOLUTIONS at privacy@bkt-solutions.com to request information, to withdraw the consent to processing, and to request deletion; the data protection contact of BKT SOLUTIONS will then provide the information without undue delay and within the statutory period or confirm the withdrawal or the execution of the request for deletion. A deletion requested by CUSTOMER /USER will then be carried out subject to statutory retention obligations. If a deletion cannot take place completely due to legal storage obligations, BKT SOLUTIONS limits the processing of the data concerned and informs CUSTOMER /USER accordingly.

(9) If, in individual cases (e.g. during remote support), BKT SOLUTIONS processes PERSONAL DATA on behalf of the CUSTOMER within the meaning of Art. 28 GDPR, the parties shall conclude a data processing agreement before such processing starts; BKT SOLUTIONS provides a template upon request.

§10 Limitation of Liability

(1) The following limitations of liability are valid with regard to all compensation claims regardless of their basis in law, in particular with regard to pre-contract and extra-contract claims.

(2) BKT SOLUTIONS is liable without limitation for any damages to the CUSTOMER / USER caused by BKT SOLUTIONS through intent or gross negligence. In case of a slightly negligent breach of a material contractual obligation (i.e. an obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the CUSTOMER / USER may regularly rely), BKT SOLUTIONS shall be liable, but its liability shall be limited to foreseeable, typically occurring damages. The liability under the preceding sentence is limited, per damaging event, to an amount of 300% of the annual LICENSE FEE (i.e. the LICENSE FEE for twelve months) agreed in the relevant ORDER. In all other cases of slight negligence, BKT SOLUTIONS is not liable. These limitations also apply in favor of the employees, representatives and vicarious agents of BKT SOLUTIONS.

(3) The previously mentioned limitations of liability do not apply to liability under the Product Liability Act, to liability for injury to life, body or health (irrespective of the degree of fault), to liability for fraudulently concealed defects, to liability for guarantees given insofar as the guarantee is intended to protect the CUSTOMER / USER from the damage that has occurred, or to any other liability that cannot be excluded or limited by law.

(4) It is the USER'S duty to make backup copies of their data (in particular presentations and other files) at appropriate intervals and in an appropriate way. A violation of this duty is to be considered as contributory negligence. BKT SOLUTIONS' liability for loss of data is limited to the typical recovery effort that would have been incurred had backup copies been made regularly and appropriately.

§11 Intellectual Property, Confidentiality

(1) Software and other material provided in the scope of this contract, which is protected by proprietary law, including but not limited to images, text, graphics, audio files and video files, as well as the selection, coordination and arrangement of these materials (henceforth known as INTELLECTUAL PROPERTY), are protected under copyright law, trademarks, service marks and other property laws. These copyrights, trademarks etc. are the property either of BKT SOLUTIONS or of third parties that have licensed their INTELLECTUAL PROPERTY to BKT SOLUTIONS. All other trademarks, service marks and trade names used are the property of their owners. BKT SOLUTIONS allows the CUSTOMER /USER to make temporary copies of all or part of its INTELLECTUAL PROPERTY and to download this for the purpose of using, viewing and browsing the INTELLECTUAL PROPERTY, insofar as nothing to the contrary is stated. The INTELLECTUAL

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(2) The CUSTOMER, the USER and BKT SOLUTIONS may not use, copy or make known to a third party any CONFIDENTIAL INFORMATION of the respective other party, unless this is expressly permitted in this contract or the disclosing party is required to do so based on legal requirements or a legally binding decision.

(3) The CUSTOMER, the USER and BKT SOLUTIONS commit to protect CONFIDENTIAL INFORMATION sufficiently according to common data protection standards against disclosure or misuse. If a party should find out that CONFIDENTIAL INFORMATION has been disclosed or misused, it will immediately inform the other party and cooperate with it to avoid further disclosure or misuse of the CONFIDENTIAL INFORMATION.

(4) The confidentiality obligations continue for three (3) years after the end of the contract and, for trade secrets, for as long as they remain trade secrets.

(5) The CUSTOMER retains all rights to its CUSTOMER CONTENT and to the results created with the SOFTWARE. BKT SOLUTIONS acquires no rights in CUSTOMER CONTENT, except that BKT SOLUTIONS may use CUSTOMER CONTENT made available in support cases solely for the purpose of handling the support request.

§12 Third-Party Components

(1) The SOFTWARE contains components of third parties, including open source software ("THIRD-PARTY COMPONENTS"). The THIRD-PARTY COMPONENTS, their copyright notices and the license terms applicable to them are listed in the file "THIRD-PARTY-NOTICES", which is installed together with the SOFTWARE and is available at www.presentaid.com/third-party-notices ("THIRD-PARTY NOTICES").

(2) The THIRD-PARTY COMPONENTS are licensed to the CUSTOMER and the USERS solely under the license terms stated in the THIRD-PARTY NOTICES. Where these license terms grant the CUSTOMER or USER broader rights in a THIRD-PARTY COMPONENT than this agreement (in particular for open source software), the license terms of the THIRD-PARTY COMPONENT prevail with regard to that component, and the restrictions in §2 do not apply to that extent.

(3) BKT SOLUTIONS may update the THIRD-PARTY NOTICES whenever THIRD-PARTY COMPONENTS are added, replaced or removed in a new release of the SOFTWARE; such an update does not require an amendment of these GENERAL TERMS AND CONDITIONS. The disclaimers of warranty and liability contained in the license terms of THIRD-PARTY COMPONENTS do not apply between BKT SOLUTIONS and the CUSTOMER; §3 and §10 apply to the SOFTWARE as delivered, including the THIRD-PARTY COMPONENTS.

§13 General Conditions

(1) The CUSTOMER grants BKT SOLUTIONS the non-exclusive right to display the CUSTOMER'S company name and logo on the references page of the BKT SOLUTIONS website and product marketing material. The CUSTOMER may revoke the right to display the CUSTOMER'S company name and logo at any point in time IN WRITTEN FORM. Testimonials, reviews and other feedback that individual USERS or other employees of the CUSTOMER give to BKT SOLUTIONS voluntarily may be published by BKT SOLUTIONS, stating the name and job title of the individual and the name of the CUSTOMER as their employer, with the consent of the respective individual; a separate consent of the CUSTOMER is not required for this. The individual may withdraw their consent at any time with effect for the future.

(2) This contract is subject exclusively to German law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980 - in its most current version - as well as other specifications of international contract law are excluded. To the extent permitted by law, Frankfurt am Main (Germany) is the place of jurisdiction for any disputes resulting from and in connection with this contract.

(3) This contract, including the ORDER and any offer to the USER that preceded it, represents the entire agreement between the CUSTOMER and BKT SOLUTIONS as regards the content of this contract. Changes and additions to these GENERAL TERMS AND CONDITIONS are only effective if they are mutually agreed on IN WRITTEN FORM. Individual agreements between the parties take precedence over these GENERAL TERMS AND CONDITIONS (Sect. 305b BGB).

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(4) BKT SOLUTIONS renders all SERVICES and licensing of SOFTWARE exclusively on the basis of these GENERAL TERMS AND CONDITIONS. Contradicting Terms and Conditions are expressly rejected.
(5) If individual regulations in these conditions are or become ineffective, this will not affect the general effectiveness of the remaining regulations contained in these conditions. This is also true in the case of any loopholes in the regulations. Sect. 306 BGB remains unaffected.
(6) To the extent permitted by law, in the place of an ineffective regulation or to fill any potential loopholes in these conditions, an effective and appropriate regulation should come into effect, which most closely resembles what the parties wanted to achieve based on their commercial aims.
(7) The CUSTOMER shall comply with the export control and sanctions laws applicable to the use of the SOFTWARE and shall not make the SOFTWARE available to persons, organizations or countries in violation of such laws. BKT SOLUTIONS may suspend its performance or cancel the contract to the extent required to comply with such laws.
(8) Notices and declarations under this contract shall be sent IN WRITTEN FORM to the e-mail address stated in the ORDER or the license management portal and, to BKT SOLUTIONS, to info@bkt-solutions.com. The CUSTOMER shall keep its contact details up to date.
(9) BKT SOLUTIONS may transfer the contract to an affiliated company or to the acquirer of the business operations related to the SOFTWARE, provided the CUSTOMER is informed IN WRITTEN FORM and the transfer does not materially impair the CUSTOMER'S rights. The CUSTOMER may transfer rights and obligations under this contract only with the prior consent of BKT SOLUTIONS.
(10) These GENERAL TERMS AND CONDITIONS are provided in German and English. In case of discrepancies, the German version prevails; the English version serves as a convenience translation.

§14 Optional AI Functions (Own AI Connection)

(1) The SOFTWARE may offer optional functions that use artificial intelligence ("AI FUNCTIONS"). AI FUNCTIONS are inactive until the CUSTOMER or USER configures in the SOFTWARE its own connection (e.g. API endpoint or gateway and API key or other credentials) to an AI service of a third-party provider chosen by the CUSTOMER or USER ("AI PROVIDER"). Without such configuration, no AI FUNCTION is used and no content is transmitted to an AI PROVIDER.
(2) The AI service is provided solely by the AI PROVIDER. The contract for the AI service (including fees, usage limits, availability, data processing, confidentiality, the allocation of rights in inputs and outputs and, where required, a data processing agreement pursuant to Art. 28 GDPR) is concluded exclusively between the CUSTOMER (or USER) and the AI PROVIDER. BKT SOLUTIONS is not a party to that contract, does not act as processor of the CUSTOMER or the AI PROVIDER in this respect and assumes no responsibility for the services, terms or fees of the AI PROVIDER.
(3) When an AI FUNCTION is used, the SOFTWARE transmits content selected by the USER (e.g. text or other content of presentations and prompts), together with the credentials configured by the USER, directly from the machine of the USER to the endpoint configured by the USER. BKT SOLUTIONS does not receive, store or analyze this content, the responses of the AI PROVIDER or the credentials. The credentials are stored only on the machine of the USER.
(4) The CUSTOMER is responsible for (i) selecting a suitable AI PROVIDER and deciding whether and to which USERS AI FUNCTIONS are made available, (ii) ensuring that the transmission of content to the AI PROVIDER is permitted under its contractual, confidentiality, data protection (in particular Art. 28 and Chapter V GDPR), IT security, works council and other internal and statutory requirements, (iii) holding the rights and consents required for content it submits, including content of third parties and PERSONAL DATA, and (iv) protecting the credentials against unauthorized use. The CUSTOMER bears all fees charged by the AI PROVIDER.
(5) AI-generated outputs may be inaccurate, incomplete, outdated, biased or infringe third-party rights. The CUSTOMER and the USER shall review all outputs before use and remain responsible for their use. BKT SOLUTIONS does not warrant the accuracy, completeness, suitability or legality of outputs, and the warranty under §3 does not extend to content generated by the AI PROVIDER. As between the parties, BKT SOLUTIONS claims no rights in outputs.
(6) The CUSTOMER is responsible for ensuring that its use of AI FUNCTIONS complies with the laws applicable to it, including, where applicable, Regulation (EU) 2024/1689 (AI Act), and shall not use AI FUNCTIONS for purposes prohibited by law.
(7) AI FUNCTIONS depend on third-party services and interfaces that BKT SOLUTIONS does not control. BKT SOLUTIONS does not guarantee compatibility with, or uninterrupted availability of, any particular AI PROVIDER or AI model. BKT SOLUTIONS may change, restrict or discontinue AI

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FUNCTIONS or supported interfaces (e.g. due to changes by AI PROVIDERS or legal requirements), provided the essential functions of the SOFTWARE according to the PRODUCT DESCRIPTION remain available.

(8) BKT SOLUTIONS is not responsible for the acts and omissions of the AI PROVIDER. BKT SOLUTIONS' liability for the AI FUNCTIONS themselves remains governed by §10.

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