

Terms and Conditions – INOVAGIS arbonet

§ 1 Scope of Application

(1) The following General Terms and Conditions (GTC) are part of all contracts—whether in written or electronic form—between INOVAGIS GmbH, Harleshäuser Straße 62, 34130 Kassel (hereinafter referred to as “INOVAGIS” or “Provider”) and the customer, concerning the provision of the software solutions “arbonet.”

(2) Deviating terms and conditions of contractual partners shall not become part of the contract. Side agreements and other deviations from our contracts, license conditions, or these GTC require written form.

(3) Customers within the meaning of these provisions are exclusively entrepreneurs as defined in Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law.

§ 2 Subject Matter of the Contract, Conclusion of the Contract

(1) INOVAGIS offers the customer online software solutions for a fixed contractual term, which facilitate the organization of projects (e.g., management of tree populations or playgrounds, depending on the described functions). For data and content entered by the customer into the software solution, INOVAGIS also provides storage space. Transfer of the platform software is not part of the contract.

(2) The provider grants the customer the right to use the respective software against payment. The customer may choose from different versions of the software solution offered by INOVAGIS, which include different usage scopes and functionalities.

(3) The offers displayed by INOVAGIS are non-binding offers in the legal sense. By placing an order (including via the platform), the customer makes a binding offer to contract. Input errors can be corrected during the electronic order process using standard keyboard and mouse functions before the order is submitted. Confirmation of receipt of the order is sent immediately.

The provider may accept the offer by:

- sending the customer a written or text-based order confirmation (e.g., via email), in which case receipt of the confirmation is decisive,
- delivering the service, or
- requesting payment following the order.

A payment request includes, for example, providing bank details or forwarding the customer to a payment service provider.

If several of the above alternatives occur, the contract is concluded at the time the first of these events takes place.

(4) The contract text is stored by INOVAGIS.

(5) A contract may also be concluded through ordering by email, fax, or telephone: The customer either expresses a non-binding interest in a contract or submits a binding contract offer.

(5.1) Expression of Interest

An order submitted via the methods listed in (5) constitutes a non-binding offer by the customer to conclude a contract concerning the described services. Upon receipt of the order, INOVAGIS may at its discretion send a message confirming receipt and outlining the order details (order confirmation), including the GTC. This order confirmation constitutes a binding offer to the customer. Acceptance occurs either through the customer's explicit declaration or by payment within 14 days of receipt of the offer. The offer made by INOVAGIS remains valid for 14 days from receipt.

(5.2) Binding Offer

The customer may explicitly declare their order (booking or package upgrade) as a binding contract offer. INOVAGIS may at its discretion confirm receipt of the order. Acceptance is declared by INOVAGIS either explicitly within two days or implicitly through a request for payment or delivery of the service.

(6) The customer must provide all contractually relevant data requested in the registration form for the customer login—or via other means specified by INOVAGIS—completely and correctly, unless marked as optional. The use of pseudonyms, artist names, or fictional entries in the name field is not permitted. It is also prohibited to use false or third-party data during the order process. If any collected data changes after ordering, the customer is obliged to update their profile accordingly or inform INOVAGIS of the changes by other means.

(7) The customer must keep their customer login password confidential and secure access to their customer account diligently. The customer is obligated to inform INOVAGIS immediately if there are indications that the customer account has been misused by third parties.

(8) The provider is entitled to temporarily interrupt access due to maintenance work or other important reasons, provided that the customer is informed within a reasonable period in advance. In urgent cases, prior notice is not required.

§ 3 Right of Use

(1) The copyright and exclusive rights of use for all published objects created by INOVAGIS (including software, interfaces, websites, scripts, programs, graphics) remain solely with INOVAGIS.

(2) Upon registration and conclusion of the contract for the provision of the software, the customer is granted a simple, non-exclusive, geographically unrestricted right to use the platform, limited to the scope agreed in the contract, for their own internal purposes and for the duration of the contract. For free trial access offered by INOVAGIS, use is limited to 30 days from registration—unless otherwise stated upon access—and may include a reduced feature set, depending on INOVAGIS's decision. The paid version is based on the customer's selected offer. No further rights are granted, particularly the right to reproduce the software beyond what is necessary for contractual use. Statutory rights under §§ 69d (2) and (3), 69e of the German Copyright Act (UrhG) remain unaffected.

(3) If open source components are integrated into the software solutions, INOVAGIS generally does not transfer any rights of use for these components. The respective license terms of the open source software apply.

(4) The customer is not permitted to allow third parties or affiliated companies to use the software solutions to the same extent as their own usage. For internal use within the customer's organization, any restrictions or license descriptions specified in the offer shall apply. Irrespective of this, the customer may invite third parties to view or collaborate on projects they have created, allowing those third parties to register independently.

(5) Any reproduction or use of elements from the software solutions in other electronic or printed publications, especially on other websites, is not permitted without the express consent of INOVAGIS. The comprehensive copyright, including all rights according to §§ 12 to 27 UrhG, to all documents, information, and contractual items created during contract negotiation and including warranty and maintenance, belongs exclusively to INOVAGIS, unless otherwise agreed in writing.

(6) If the customer uses the software beyond the scope of the granted rights—either qualitatively (with regard to the permitted use) or quantitatively (with regard to the acquired package size)—they are, upon request by INOVAGIS, obliged to immediately acquire the necessary usage rights for the authorized use. INOVAGIS's right to assert any other claims, particularly for damages and injunctive relief, remains unaffected. If INOVAGIS has a justified suspicion that the customer's use violates the terms of use, legal provisions, or the rights of third parties, INOVAGIS may block the relevant use or access to the software after prior notice to the customer and with reference to the suspicion, without incurring any obligations as a result.

(7) If the provider delivers new versions, updates, upgrades, or other replacements for the software solutions during the term of the contract, the aforementioned rights shall also apply to these.

(8) The customer grants INOVAGIS a non-exclusive right of use with respect to their logo and any materials or content provided to INOVAGIS for this purpose. This right applies to advertising and marketing purposes related to the respective software solution, and in particular to the permanent use and storage of such materials within the scope of the software solution. The customer may revoke this right of use at any time by providing written notice in text form.

§ 4 Performance of Services, Responsibilities

(1) INOVAGIS provides the technical means for managing and organizing projects, including, where applicable, the provision of predefined interfaces via the online platform.

(2) The customer has the option to enter information and content for their projects and, where applicable, via the predefined interfaces.

(3) The customer is solely responsible for ensuring that any content they provide for use in the software or projects created using the software solution is entirely free of third-party rights and is legally suitable and permitted for such use. The same applies to data and content transmitted by the customer via interfaces under their own responsibility.

(4) The customer shall indemnify INOVAGIS against all claims by third parties, including claims for damages, arising from the use and transmission of content via INOVAGIS's software solution that infringes upon their rights. The customer shall bear all reasonable costs incurred by INOVAGIS as a result of such infringement, including reasonable legal defense costs. Any further rights and claims for damages on the part of INOVAGIS remain unaffected.

(5) If INOVAGIS has reasonable grounds to suspect that the customer's use of the software violates these Terms and Conditions, legal provisions, or third-party rights, INOVAGIS may block the corresponding use or access to the software after prior notice to the customer, indicating the suspicion—without this giving rise to any obligations for INOVAGIS.

(6) INOVAGIS has the right to technically process, adapt, or prepare the software offerings and functions to ensure their display on mobile devices or third-party applications. INOVAGIS reserves the

right to add additional interfaces and improve technical functions in the future at its discretion. INOVAGIS may also remove functions, provided such removal constitutes only a minor modification and does not affect the agreed overall functionality. If a service change may adversely affect the customer's legitimate interests (e.g., a significant change to their disadvantage), INOVAGIS will notify the customer in writing or electronically prior to the change taking effect and inform them of their special right of termination and the consequences of not exercising this right. In this case, the customer has the right to terminate the contract early with 14 days' notice, effective on the date the change takes effect (special right of termination).

(7) If legal declarations are made by the customer within the software solutions, INOVAGIS merely provides the technical means for their display and, if applicable, transmission. The customer is responsible for the completeness, correctness, and legal validity of such declarations.

(8) The customer affirms that they operate a commercial business or act in legal transactions like a merchant and/or are to be treated as such (e.g., freelancers).

(9) The customer shall promptly notify INOVAGIS of any disruptions to the platform and shall support INOVAGIS to a reasonable extent in identifying the cause of the issue and assisting in its resolution.

§ 5 Customer Obligations Arising from Other Contractual Relationships

(1) The customer is solely responsible for archiving any documents and information created or viewed using the software solution—such as those required for evidence preservation, bookkeeping, etc.—on storage media that are independent of the platform.

(2) The customer is responsible for independently creating their projects and is liable for ensuring compliance with all applicable legal obligations regarding information and labeling, as well as any statements made in their project documents and content representations. It is the customer's responsibility to manage these in accordance with their own contractual relationships with their clients.

(3) The customer enters into separate contracts with third-party providers to whom they may gain access via interfaces. INOVAGIS merely provides the technical means of connection and access through the software solution. The customer and the respective third-party provider are solely responsible for structuring and fulfilling the services agreed between them.

§ 6 Payment Terms

(1) The use of the software solutions is subject to a fee, and compensation will be agreed upon based on the selected offer.

(2) Payment shall be made in advance for an annual billing period. If the customer upgrades their data package during the billing period, the difference will be charged on a pro-rata basis until the next renewal.

(3) In the event of payment default by the customer, INOVAGIS is entitled to suspend the services provided, at the customer's expense. In this case, the customer remains obligated to pay the agreed fees.

(4) If the customer

- a) is in default with payment of the fee, or a substantial portion thereof, for two consecutive months, or
- b) is in arrears with payment of the fee in an amount equivalent to two monthly payments over a longer period of time,

INOVAGIS may terminate the contractual relationship without notice. INOVAGIS reserves the right to assert further claims due to payment default.

(5) Additionally, in contractual relationships where the customer is obligated to pay a fee, INOVAGIS is entitled, in the event of termination by INOVAGIS, to demand lump-sum compensation in the amount of 50% of the fees that would have been payable until the end of the minimum contract term. This does not apply if the customer proves that no damage occurred or that the actual damage incurred is significantly lower than the lump sum.

§ 7 Data Protection

(1) The customer is the controller (as defined in Art. 4 No. 7 GDPR) for the processing of personal data entered and stored by the customer within the software solutions, in accordance with applicable data protection laws. The use of the paid software solutions requires the conclusion of a data processing agreement (Art. 28 para. 3 GDPR), which is attached as Annex 1 and forms part of this agreement.

(2) The server-side collection and analysis of usage data is necessary for providing the software solutions and serves to support the full use of the software, to optimize the provided functionalities, assist with customer support inquiries, and for maintenance purposes. Usage data from the free trial version will be deleted three months after the end of the trial period. After termination of the service period for paid services, usage data will likewise be deleted after three months. This does not affect the retention of data and documentation required to demonstrate proper service provision or to fulfill obligations under tax law.

(3) If the customer has concluded a contract for services with the provider, the provider may offer the customer information about its own similar services via the email address provided at the time of contract conclusion (§ 7 para. 3 German Unfair Competition Act – UWG). The customer may object to the receipt of such communications at any time. For further information and the customer's rights, please refer to the provider's privacy policy.

§ 7 Warranty for Defects

(1) INOVAGIS warrants that all services are free from material and/or legal defects.

(2) The above warranty does not apply to any open-source software used, as no usage rights are granted by INOVAGIS in this regard. Therefore, INOVAGIS is not liable for material and/or legal defects in such open-source software due to its specific nature. Furthermore, no warranty applies to functionalities that no longer conform to the current legal status due to legislative changes and were not contractually agreed upon by the parties.

(3) A defect may also be remedied by providing the customer with instructions by phone, in writing, or electronically. If INOVAGIS offers the customer new program components to avoid or fix defects — in particular patches, bug fixes, updates, upgrades, new releases, or new versions — the customer must implement these. Defect correction may also be achieved through the provision of a workaround.

(4) In the case of rental services, the customer's right to terminate the contract pursuant to Section 543 (2) sentence 1 no. 1 of the German Civil Code (BGB) due to failure to provide the agreed use is only permitted if INOVAGIS has been given sufficient opportunity to remedy the defect and such remedy has failed. § 8 (Liability) applies accordingly.

§ 8 Liability

(1) INOVAGIS shall not be liable for damages to legal interests other than life, body, or health, unless such damages are caused by intentional or grossly negligent conduct of INOVAGIS, its legal representatives, or its vicarious agents, or unless such conduct involves a breach of essential contractual obligations. Essential contractual obligations are those obligations whose fulfillment is necessary for the proper execution of the contract and on whose compliance the customer may regularly rely.

(2) With regard to the recovery of data, INOVAGIS is only liable to the extent that the customer has taken all necessary and reasonable data backup measures and has ensured that the data can be reconstructed from data material kept in machine-readable form with reasonable effort.

(3) INOVAGIS provides the customer with the respective software solution with an availability of 98.9%. Availability refers to the average availability of the software solutions during the operating time of each calendar month. INOVAGIS reserves the right to interrupt performance to carry out scheduled or emergency maintenance work (maintenance windows). The times during maintenance windows are not considered operating time within the meaning of the above provisions. INOVAGIS will notify the customer of scheduled maintenance windows with seven (7) days' notice. Unscheduled maintenance windows will be announced in advance to the extent possible and reasonable. Other temporary service interruptions due to disruptions in the internet by third-party providers or network operators, or in cases of force majeure, shall also not be considered.

(4) The aforementioned exclusions and limitations of liability do not apply in cases where INOVAGIS has given explicit guarantees, in the case of claims for missing guaranteed characteristics, in cases subject to product liability law, or where defects have been fraudulently concealed.

§ 9 Term, Suspension

(1) Unless otherwise agreed in individual cases, the paid use of the software is agreed for a contractual term of one year and shall automatically renew for additional one-year periods unless terminated with three months' notice prior to the end of the contractual year.

(2) The right of either party to terminate the contract for good cause without notice remains unaffected.

(3) All notices of termination under this contract must be given in text form. If INOVAGIS provides an option for electronic termination, the customer shall also have the right to use this for effective termination.

(4) INOVAGIS may take the following measures if there are indications that a customer is violating legal provisions, third-party rights, or these terms, or if INOVAGIS has another substantial legitimate interest—particularly to protect other customers from fraudulent activities:

- a) Deletion of content,
- b) Warnings to customers,
- c) Restriction or limitation of use,
- d) Temporary suspension,

e) Permanent suspension.

When choosing a measure, INOVAGIS shall take into account the legitimate interests of the affected customer.

(5) In particular, any actions that interfere with the technical design and operational integrity of the software solutions are prohibited.

§ 10 Confidentiality

(1) The contracting parties undertake to maintain the strictest confidentiality regarding all confidential information obtained in connection with this contract, particularly business or trade secrets of the other party, and not to disclose or otherwise exploit such information. This applies to all unauthorized third parties, including unauthorized employees of both INOVAGIS and the customer, unless the disclosure of information is necessary for the proper performance of contractual obligations. In case of doubt, the respective party is obliged to seek the prior consent of the other party before disclosing any information.

(2) "Confidential information" refers to all information disclosed or provided by one party to the other in connection with this contract, regardless of whether it is in written, oral, visual, or electronic form (including software and related documentation), and which is marked as "confidential" (or whose confidential nature is apparent from the circumstances). Information is not considered confidential if: (a) it was lawfully obtained by one party from a third party not bound by a confidentiality obligation to the other party and who in turn did not breach any protective provisions; (b) it was independently developed by one party without reference to or use of any confidential information; or (c) it is or becomes publicly known without the fault or intervention of either party.

(3) If a party is required to disclose confidential information due to a mandatory legal obligation or an order from a court or authority, the confidentiality obligation shall not apply to the extent that the disclosure is absolutely necessary to comply with the legal requirement or order. In such a case, the disclosing party shall promptly inform the other party in writing before disclosing the information and, in coordination with the other party, take all reasonable steps to oppose the disclosure or to ensure the confidentiality of the information.

(4) The confidentiality obligation shall remain in effect for a period of five years after termination of the contract, notwithstanding any mandatory statutory confidentiality obligations that may apply.

§ 11 Final Provisions

(1) The provider is entitled to amend these General Terms and Conditions (GTC) or other contractual terms. Changes will be communicated to the customer in writing or by email at least three weeks before they come into effect. The changes will become effective unless the customer objects to them in writing or by email within three weeks of receiving the notification of the changes, and provided that the provider has informed the customer of this legal consequence in the notification.

(2) The provider is entitled to adjust the applicable price list at most once per quarter to reflect changing market conditions, significant changes in procurement costs, changes in VAT, or procurement prices. In the event of price increases that significantly exceed the regular rise in the cost of living, the customer has the right to terminate the contract. The provider will inform the customer of this right in text form in such cases.

(3) The legal relationship between the contracting parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(4) The place of jurisdiction for this contractual relationship is the registered office of the provider.

(5) The contractual language is German. In the event of different language versions, only the German text of these terms shall be legally binding.