

Master Service Agreement

These terms govern the contractual relationship between Crismo GmbH, Prenzlauer Allee 186, 10405 Berlin, Germany (hereinafter “Crismo” or “we”) and its business customers (hereinafter the “customer”). Crismo operates a cloud-based platform for modeling business processes based on the BPMN 2.0 standard. The subject matter of this agreement is the provision of the software (hereinafter the “PLATFORM”) for the use of its functions, the technical enabling of this use, and the granting of the corresponding rights of use in return for payment of the agreed fee.

1 Scope of Application

- (1) Only the following terms are authoritative for all services provided by Crismo. Deviating or supplementary terms of the customer become part of the contract only if Crismo has expressly agreed to them in text form on a case-by-case basis. This also applies if Crismo provides services without reservation in the knowledge of deviating terms of the customer.
- (2) In the event of contradictions between individual components of the contract, the following order of precedence applies: (a) individual agreements in Crismo’s offer or in a separate individual agreement, (b) the data processing agreement (section 14(5)), insofar as the processing of personal data is concerned, (c) these terms, (d) the service description pursuant to section 3(3).
- (3) The currently valid version of these terms is permanently available at www.crismo.io and can be viewed, saved or printed there – including after conclusion of the contract.
- (4) These terms are available in German and English. In the event of deviations or contradictions between the language versions, the German version prevails.

2 Formation of the Contract and Registration

- (1) Contracts are concluded exclusively with entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), i.e. natural or legal persons or partnerships with legal capacity that conclude the contract in the exercise of their commercial or independent professional activity.
- (2) The presentation of services on Crismo’s websites is not an offer, but merely a non-binding invitation to the customer to submit an offer itself.
- (3) A contract with Crismo is formed in one of the following ways:
 - a) by the customer accepting a written offer submitted by Crismo, with such acceptance reaching Crismo; or
 - b) by Crismo confirming a contract offer of the customer by e-mail. The customer submits such an offer as soon as it transmits its complete details and the selected service via the booking flow of the website or the PLATFORM and presses the “Book with obligation to pay” button.

(4) The use of the PLATFORM requires registration, by which a personal account is set up. The customer may designate further users at registration or later. In doing so, it provides complete and correct information and communicates changes without undue delay.

3 Subject Matter and Provision of the PLATFORM

(1) From the conclusion of the contract, Crismo operates the PLATFORM in its respective current version on systems operated by or for Crismo (hereinafter the "SYSTEMS") and keeps it available for use in accordance with these terms. All production data is processed and stored exclusively in data centers within the European Union (Belgium, the Netherlands and Finland); section 9 (Crismo AI) remains unaffected.

(2) "CUSTOMER DATA" means all data and content that the customer or its users enter into, upload to or create with the PLATFORM, in particular process models, documents and comments.

(3) Crismo describes the respective current scope of services at www.crismo.io/features; this description becomes part of the contract. Crismo is entitled to further develop the PLATFORM and to change functions, provided that this is reasonable for the customer and the contractually agreed scope of services is not materially restricted as a result.

(4) The number of permissible accesses results, in accordance with section 2(4), from the number of users specified at registration or booking. If Crismo provides the customer with provisional access data (such as passwords or certificates), the customer changes these without undue delay into data known only to itself.

(5) Crismo backs up the CUSTOMER DATA on the SYSTEMS on every working day.

(6) The point of service transfer for the PLATFORM and the CUSTOMER DATA is the router output of the data center used by Crismo.

(7) Crismo may integrate services of third parties into the websites or the PLATFORM that are not provided by Crismo; this is clearly indicated. In this case, a contractual relationship arises solely between the customer and the third-party provider, for which only the latter's terms apply. Crismo may discontinue the integration of such services at any time.

(8) Crismo is entitled to use subcontractors to provide its services; Crismo remains responsible for their performance. For sub-processors, the data processing agreement applies in addition.

4 Technical Requirements for Use

(1) The use of the PLATFORM requires an internet-capable device, an internet connection and a current, common browser (e.g. Google Chrome, Mozilla Firefox, Apple Safari or Microsoft Edge in their respective current versions) that permits cookies and pop-ups for the Crismo domains.

(2) Crismo is not responsible for the customer's hardware and software or for the connection up to the point of transfer.

(3) Content can be exported from the PLATFORM or saved locally in the following formats:

a) BPMN 2.0 XML (for BPMN 2.0 diagrams)

b) PDF

c) PNG (raster graphics)

5 Availability, Maintenance and Remedy of Defects

(1) Crismo owes the availability of the PLATFORM and the CUSTOMER DATA at the point of transfer (section 3(6)) in accordance with paragraph 2. Availability means the technical usability at the point of transfer for the customer.

(2) Availability amounts to 99.6% on an annual average, based on operation around the clock, seven days a week. Not included in the calculation are planned maintenance windows (in particular under paragraph 7) and periods during which the PLATFORM is unreachable for reasons outside Crismo's control (in particular force majeure pursuant to section 17 or disruptions caused by third parties who are not vicarious agents of Crismo). If it becomes apparent that maintenance work will last longer than three hours, Crismo announces this at least three days in advance.

(3) Crismo remedies reported defects of the PLATFORM or the documentation within a reasonable period. The parties categorize defects by mutual agreement as (a) operation-preventing, (b) operation-hindering or (c) other; if no agreement is reached, Crismo decides, giving reasonable consideration to the customer's interests. Depending on the categorization, the following times apply:

Operation-preventing defect – response time 12 hours.

Operation-hindering defect – response time 24 hours.

Other defect – handled within the scope of technical possibilities at Crismo's reasonable discretion.

a) A defect is operation-preventing if the use of the PLATFORM – for example due to malfunctions, incorrect results or response times – is impossible or seriously restricted and this cannot be circumvented by reasonable organizational means.

b) A defect is operation-hindering if the use is possible but not merely insignificantly impaired and the restriction cannot be circumvented by reasonable organizational or economic means.

The response time runs from receipt of the report and is measured in clock hours within the service hours (Monday to Friday, 9:00 a.m. to 5:00 p.m. German time, excluding public holidays in Berlin). The response time is the time until work on the defect begins; no specific resolution time is owed.

(4) A defect exists if the PLATFORM does not provide the agreed functions when used in accordance with the contract or is not suitable for the contractually presupposed purpose. No defect exists if the impairment is only insignificant or is based on improper use.

(5) A documentation defect exists if a knowledgeable, trained user cannot understand the operation of individual functions on the basis of the documentation with reasonable effort or cannot solve problems that occur with reasonable effort. The documentation explains the operation of the PLATFORM; however, it does not replace an introduction to process modeling.

(6) If a reported defect turns out not to exist, Crismo may invoice the effort incurred separately, provided that the customer could have recognized this upon reasonable examination.

(7) The scheduled maintenance window is Friday to Sunday, 10:00 p.m. to 2:00 a.m. German time in each case. During this period, Crismo may carry out maintenance, servicing and backup work. Crismo announces further maintenance windows with a period of 14 days; these are only considered for important reasons and taking into account the customer's interests.

(8) Use of the PLATFORM during the maintenance windows is not owed. If service restrictions or outages occur during this time, there are no claims for defects in this respect; section 15 remains unaffected.

6 Documentation and Support

(1) At the start of the contract, Crismo provides electronic user documentation for download or online. In the event of material changes to the PLATFORM under section 3(3), Crismo updates the documentation accordingly.

(2) The customer may save, print and reproduce the documentation to a reasonable extent for the purposes of the contract, while preserving the protective notices. Otherwise, the usage restrictions of section 7 apply accordingly.

(3) The customer designates up to two (2) administrators to Crismo who are permitted to use support.

(4) Crismo offers these administrators support by e-mail on working days (Monday to Friday, excluding public holidays in Berlin) from 9:00 a.m. to 5:00 p.m. German time at support@crismo.io. Support does not replace training of the administrators or end users.

7 Rights of Use and Permitted Use

(1) Scope of the rights granted

The customer receives a non-exclusive, non-transferable and non-sublicensable right to use the PLATFORM, limited to the term of the contract. The following applies:

a) The PLATFORM is not transferred to the customer; the customer may use it exclusively for its own business purposes.

b) The customer and its employees registered as authorized users may use the PLATFORM. Authorized users must be designated by name via the function provided for this purpose; a replacement by other employees is possible at any time. The customer alone remains the licensee. Access data may not be passed on to third parties or used by them.

c) The customer may not modify the PLATFORM, in particular not examine it by reverse engineering, decompile it, break it down or use it as a basis for its own software. Excepted are changes for error correction, provided that Crismo is in default with the remedy, refuses it, or is unable to carry it out due to insolvency. Mandatory rights under §§ 69d, 69e of the German Copyright Act (UrhG) remain unaffected.

d) If Crismo provides new versions, updates or upgrades during the term, the above rights also apply to these.

e) Rights not expressly granted remain with Crismo. Without Crismo's consent in text form, the customer may not use the PLATFORM beyond the agreed scope, make it accessible to third parties, reproduce, sell, rent or lend it.

f) Documents provided are deemed confidential insofar as they are not publicly accessible and may not be disclosed or passed on without Crismo's consent in text form.

(2) Customer's duties of care

- a) The customer takes appropriate precautions against unauthorized use, in particular by using secure passwords.
- b) The customer ensures that the PLATFORM is not used for unlawful purposes and that no unlawful content is created or stored on the SYSTEMS.

(3) Consequences of breaches

- a) If the customer culpably breaches the requirements of paragraph 1 or 2, Crismo may block access to the PLATFORM or the CUSTOMER DATA if the breach can demonstrably be remedied thereby; in serious cases also without prior notice.
- b) In the case of unlawful content (paragraph 2 lit. b), Crismo may delete the affected data. In the case of breaches by individual users, the customer provides the information required for legal action upon request. If the customer continues breaches despite a warning, Crismo may terminate without notice.
- c) If the customer culpably enables use by unauthorized persons, a contractual penalty due immediately in the amount of two monthly fees (section 11(1)) becomes payable per case and per unauthorized user. Further claims for damages remain unaffected; the contractual penalty is credited against them.

(4) Rights to databases created

If, during the term – for example through the compilation of CUSTOMER DATA – databases or database works are created on the SYSTEMS, all rights thereto belong to the customer. The customer remains their owner even after the end of the contract.

(5) Feedback and anonymized usage data

- a) Crismo may use and implement suggestions, ideas and other feedback from the customer or its users regarding the PLATFORM free of charge and without restriction in time or territory.
- b) Crismo may use technical usage and operating data in anonymized and aggregated form, which does not allow any conclusions to be drawn about the customer, individual users or the content of the CUSTOMER DATA, to improve, secure and statistically evaluate the PLATFORM, including beyond the end of the contract.

8 Customer's Cooperation Duties

The customer performs the cooperation actions required for the execution of the contract. In particular, the customer will

- (1) keep its access and usage data secret, protect it from access by third parties and not pass it on to unauthorized persons, and inform Crismo without undue delay if there is a suspicion that access data has become known to third parties;
- (2) observe the usage restrictions under section 7, in particular
 - a) designate all authorized users and their changes;

- b) prevent multiple use of accounts and assign each authorized user a uniquely assignable, personal e-mail address as login; distribution or collective addresses are not permitted;
 - c) not retrieve any data without authorization, not interfere with or penetrate Crismo's systems or networks, and not generate artificial network load that does not originate from contractual use;
 - d) oblige its authorized users to comply with the contractual obligations applicable to them;
- (3) observe all rights of third parties when transmitting external content to the SYSTEMS;
- (4) ensure that there is a legal basis for the processing of personal data via the PLATFORM and obtain any required consents of the data subjects (section 14(2));
- (5) regularly back up the CUSTOMER DATA stored on the SYSTEMS by download, insofar as this is technically made available to it; Crismo's backup obligation under section 3(5) remains unaffected.

9 Crismo AI (AI Functions)

- (1) The PLATFORM offers optional AI-supported functions (hereinafter "Crismo AI"). Crismo AI is deactivated by default and is only used if the customer expressly activates it. The customer may deactivate Crismo AI again at any time.
- (2) To provide Crismo AI, Crismo uses providers of AI models as sub-processors (currently Anthropic). When Crismo AI is used, the inputs and CUSTOMER DATA required for this purpose are transmitted to and processed by the provider, where applicable also outside the European Union. Details, including the safeguards pursuant to Art. 44 et seq. GDPR, are governed by the data processing agreement. Crismo contractually ensures that the provider does not use CUSTOMER DATA to train its models.
- (3) Results of Crismo AI are generated automatically and may be incomplete, incorrect or unsuitable for the specific purpose. Crismo assumes no warranty for the correctness, completeness or suitability of the content of these results. The customer reviews them on its own responsibility before using them. An incorrect AI output does not in itself constitute a defect of the PLATFORM. Section 15(1), (2) and (7) remain unaffected.
- (4) The customer is responsible for the lawfulness of the content transmitted to Crismo AI. In particular, it does not transmit special categories of personal data (Art. 9 GDPR) without a legal basis or content that infringes the rights of third parties, and it complies with the usage policies of the AI provider made available to it by Crismo.
- (5) Insofar as rights arise in results of Crismo AI, these belong to the customer in relation to Crismo. Crismo does not warrant that results are eligible for protection or free from third-party rights.
- (6) Crismo may change the AI provider used and change the scope and functioning of Crismo AI. A change of sub-processor is notified to the customer in accordance with the data processing agreement.

10 Trial Access and Beta Functions

- (1) Crismo may provide free, time-limited trial access as well as functions marked as "beta". These serve evaluation purposes only and not productive operation; the commitments on availability (section 5) and support (section 6) do not apply to them.

(2) Unless otherwise agreed, trial access ends automatically after 30 days; either party may end it at any time. Crismo may change or discontinue beta functions at any time.

(3) For free trial access, Crismo is only liable for intent and gross negligence and in the cases of section 15(2) and (7). Otherwise, these terms apply accordingly.

11 Remuneration and Payment

(1) A fee is charged for granting use of the PLATFORM, including accesses, functions, storage space and data backup; its amount depends on the selected service package, the registered number of users and the contract term. The conditions stated in the respective offer apply; otherwise, the price overview at www.crismo.io/pricing valid at the time the contract is concluded is authoritative. The monthly fee corresponds to one twelfth of the agreed annual fee.

(2) The fee is invoiced annually in advance for the agreed term and is payable without deduction within 14 days of the invoice date; it accrues for each commenced calendar month from the time of operational provision. Payment is made by bank transfer or another means of payment provided by Crismo. If the contract ends prematurely for reasons for which the customer is not responsible (in particular in the event of justified termination for good cause or termination under paragraph 3, section 17 or section 21(4)), Crismo refunds fees paid in advance for the period after the end of the contract on a pro rata basis. The statutory provisions apply to default in payment.

(3) An adjustment of the fee is possible at the earliest twelve months after the start of the contract. Crismo announces an increase in text form with a period of four weeks, effective from the first of the month. The customer may then terminate the contract with effect from the date on which the increase takes effect, within four weeks of receipt of the announcement; Crismo expressly points out this right in each announcement.

(4) All prices are net, plus statutory value added tax.

(5) Additional services not covered by a flat fee – such as training – are invoiced by Crismo according to actual effort at rates to be agreed separately.

(6) Invoices are generally issued electronically.

(7) If the customer is more than 30 days in default with a payment, Crismo may block access to the PLATFORM until receipt of payment after prior notice in text form with a period of at least 14 days. The obligation to pay the fee remains unaffected.

(8) The customer may only set off or assert a right of retention with claims that are undisputed or have been finally established by a court.

12 Confidentiality

(1) Both parties treat confidential information of the other side as strictly confidential and only pass it on to third parties after prior release in text form; paragraph 3 remains unaffected. Information is deemed confidential if it is expressly marked as such or if its need for protection clearly results from the circumstances. Crismo treats the CUSTOMER DATA as confidential in particular, insofar as it obtains knowledge of it.

(2) The confidentiality obligation does not apply to information if the receiving party proves that it
a) was already known to it prior to receipt,

- b) was already publicly known or generally accessible prior to receipt,
- c) became publicly known or generally accessible after receipt without any action on its part, or
- d) was lawfully provided to it by a third party without breach of a confidentiality obligation.

Statutory or official disclosure obligations remain unaffected; the disclosing party informs the other party thereof, insofar as legally permissible.

(3) Disclosure to the party's own employees, to advisors bound by professional secrecy and to subcontractors and sub-processors is permitted insofar as they require the information for the performance of the contract and are bound to confidentiality to at least an equivalent extent.

(4) The obligation continues to exist for an indefinite period beyond the end of the contract, for as long as none of the exceptions set out in paragraph 2 is proven.

13 Use as a Reference

Crismo may name the customer as a reference – for example using its logo – in marketing materials, online and in other publications, provided that no legitimate interests of the customer conflict with this. The customer hereby grants the necessary rights and communicates any special requirements for such use in good time. After the end of the contract, the customer may object in text form to further use as a reference.

14 Data Protection and Data Security

(1) Both parties observe the relevant data protection requirements, in particular the GDPR and the BDSG, and oblige their deployed employees to maintain confidentiality and data protection, insofar as this has not already been done generally.

(2) If the customer processes personal data, it warrants that it is entitled to do so and indemnifies Crismo against claims of third parties in the event of breaches in accordance with section 16.

(3) Crismo takes suitable technical and organizational measures pursuant to Art. 32 GDPR and protects the services it operates as well as the stored CUSTOMER DATA against unauthorized access, alteration or loss. All data is encrypted in transit and at rest (AES-256); each workspace is logically separated and secured by strict access controls.

(4) Crismo collects and uses customer-related data only to the extent required for the performance of the contract.

(5) Insofar as personal data is concerned, Crismo provides the services as a processor for the customer, who is the controller within the meaning of Art. 4 No. 7 GDPR. Crismo processes this data confidentially and exclusively in accordance with the customer's documented instructions. The parties govern the details in a separate data processing agreement pursuant to Art. 28 GDPR.

(6) The customer may satisfy itself of compliance with the measures under Art. 32 GDPR and of the lawful handling of personal data; the parties agree separately on the time and type of audit.

(7) The obligations of paragraphs 1 to 3 continue to apply for as long as CUSTOMER DATA is within Crismo's control; the obligation under paragraph 4 applies for an indefinite period beyond the end of the contract.

15 Liability

- (1) In cases of intent and gross negligence, the parties are liable to each other without limitation for damage caused by them, their legal representatives or vicarious agents.
- (2) For damage arising from injury to life, body or health, there is unlimited liability even in cases of slight negligence.
- (3) In cases of slight negligence, a party is otherwise only liable if it breaches a material contractual obligation (cardinal obligation); liability is then limited to the foreseeable damage typical of the contract. Material contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the contractual partner may regularly rely. Strict liability of Crismo for defects already existing at the time of conclusion of the contract pursuant to § 536a BGB is excluded; paragraphs 1 and 2 remain unaffected.
- (4) In cases of slight negligence, there is no liability for atypical, indirect or merely incidental damage or for consequential damage.
- (5) The liability of each party under paragraph 3 is limited in amount to the usage fees for the PLATFORM actually paid by the customer in the twelve (12) months preceding the event giving rise to the damage, but no more than EUR 500,000 in total per contract year.
- (6) In cases of slight negligence, Crismo is liable for the loss of data only in the amount of the effort that would have been required for restoration if the customer had properly backed up its data (section 8(5)).
- (7) Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected by the above provisions. Insofar as a party's liability is limited, this also applies to the personal liability of its corporate bodies, employees and vicarious agents.

16 Indemnification

- (1) The customer indemnifies Crismo against all claims of third parties, including the reasonable costs of legal defense, that are based on an unlawful use of the PLATFORM for which the customer is responsible, on exceeding the rights of use granted, on an infringement of third-party rights by CUSTOMER DATA, or on data protection, copyright or other legal violations in connection with its use. Crismo is not liable for such infringements by the customer.
- (2) Crismo informs the customer without undue delay of the assertion of such claims, does not acknowledge them without the customer's consent and gives the customer the opportunity to participate in the legal defense.

17 Force Majeure

Neither party is liable for non-performance or delayed performance of its obligations insofar as this is based on events that lie outside its reasonable control and could not have been averted even by exercising the utmost care (in particular natural events, war, terrorism, pandemics, official orders, strikes, large-scale disruptions of the internet or the energy supply, and cyberattacks despite appropriate protective measures). The affected performance obligations are suspended for the duration of the event. If the event lasts longer than three months, either party may terminate the contract for good cause. Payment obligations for services already rendered remain unaffected.

18 Term and Termination

(1) Paid contracts with a fixed term or minimum term are renewed by the agreed duration, but by no more than one year, unless they are terminated with a notice period of four weeks to the end of the respective term. Contracts without a fixed term or minimum term may be terminated by the customer with a notice period of four weeks to the end of a calendar month. Deviating agreements remain possible.

(2) Crismo may terminate the contract ordinarily with a notice period of three (3) months to the end of the respective contract term. Contracts without a fixed term or minimum term may be terminated by Crismo with a notice period of three (3) months to the end of a calendar month.

(3) The right to extraordinary termination for good cause remains unaffected. Good cause exists for Crismo in particular if the customer provides incorrect contact, e-mail or bank details, transfers its account to third parties, or permits unauthorized multiple use (section 8(2) lit. b).

(4) Crismo may also terminate without notice if the customer is more than 30 days in default with an amount of at least two monthly fees and does not pay even after a reminder setting a payment deadline of 14 days. In this case, Crismo may demand liquidated damages in the amount of one quarter of the fees remaining until the regular end of the term; the customer reserves the right to prove lesser damage.

(5) Terminations must be made in text form.

19 Insolvency

Each party informs the other without undue delay as soon as one of the following circumstances occurs:

(1) it applies for the opening of insolvency proceedings itself or intends to do so within the next 14 calendar days;

(2) a third party applies for the opening of insolvency proceedings over its assets;

(3) it has to cease its payments due to financial difficulties;

(4) in connection with payment difficulties, measures to satisfy creditors are taken against it; or

(5) in this connection, it agrees to corresponding arrangements with creditors.

20 Obligations at the End of the Contract

(1) At the customer's request, Crismo provides it with the stored CUSTOMER DATA by remote transmission in a format supported by the PLATFORM after the end of the contract.

(2) This obligation ends 30 days after the end of the contract. Thereafter, Crismo deletes the CUSTOMER DATA, unless statutory retention obligations prevent this; backup copies are deleted as part of the regular deletion cycle.

(3) Upon the end of the contract, the customer is no longer entitled to use the PLATFORM.

21 Final Provisions

- (1) Crismo may amend these terms with effect for the future insofar as this is necessary for a valid reason (such as changes in legislation, case law, technical developments or new functions) and the main performance obligations as well as the balance between performance and consideration are not affected. Crismo informs the customer of amendments by e-mail at least 30 calendar days before they take effect. If the customer does not object within 30 calendar days of receipt, its consent is deemed to have been given; Crismo expressly points this out in the notice. If the customer objects, the contract is continued under the previous terms.
- (2) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (3) If the customer is a merchant, a legal entity under public law or a special fund under public law, Berlin is the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract.
- (4) Crismo may transfer the contract with all rights and obligations to another company; the transfer takes effect 30 calendar days after notification by e-mail. In this case, the customer may, until the transfer takes effect, terminate the contract with effect from the date of the transfer. The customer may only transfer rights and obligations under this contract with the prior consent of Crismo in text form; § 354a of the German Commercial Code (HGB) remains unaffected.
- (5) If a provision of this contract is or becomes invalid, the validity of the remaining provisions remains unaffected.