SPECIAL TERMS AND CONDITIONS LEARNING

Compliance.One GmbH (hereinafter "Contractor") provides the Client with a web-based learning platform (hereinafter "Platform") and training content.

For the use of the Platform and the provision of supplementary services ("Services"), the following Special Terms and Conditions Learning ("BGB") apply in addition to the General Terms and Conditions of Compliance.One GmbH.

1. Platform and training content

1.1. In accordance with the contract, the Contractor shall provide the Client with its learning platform as Software as a Service (SaaS), including certain training content. The Client can use its access to the platform to provide its employees with training content in areas such as data protection, information security, compliance, occupational safety, etc. Some of the training content also contains examination questions (quizzes), which participants can receive a certificate to confirm successful participation if they answer them successfully. The platform also provides evaluations of participation and results. On request and on the basis of a separate order, the client can also store its own training content on the platform and make it available to its users.

1.2. The Contractor shall make the platform and the training content available to the Client on a specific landing page. The Client acts as the service provider and controller within the meaning of data protection law. If legally obliged to do so, the Client shall provide an imprint or a link to its imprint on its website. The contractor shall also provide the client with a sample or a proposal for a data protection declaration for its landing page. This sample data protection declaration is stored on the client's landing page by default. The sample data protection declaration is merely a non-binding proposal by the contractor, it cannot cover all possible application scenarios and legal situations of the client and must be checked and adapted accordingly by the client. Accordingly, the provision of the sample data protection declaration and other samples and templates does not constitute legal advice by the Contractor. Alternatively, the Client may provide a link to its privacy policy on its website.

1.3. The Contractor is entitled, but not obliged, to further develop and update the Platform and in particular the training content, in particular in order to comply with legal developments. The Contractor shall ensure that the further development of the platform or the training content does not impair the rights of the Client.

1.4. At the client's request, some training content can be customized in terms of content (e.g. through customer-specific use cases or policies) and design (e.g. logo, CI) and adapted to the client's specific requirements. When using customized training content, the training content is not automatically and regularly updated. Changes and updates to customized training content must be ordered separately.

1.5. Recording (sound and/or video) and/or filming, transcribing and/or any other form of duplication of the training content beyond the extent required to reproduce the training content (cache) and/or any form of passing on the training content to third parties is expressly prohibited. The Contractor reserves the right to take appropriate measures to monitor and enforce compliance with the provisions of these BGB.

1.6. The provision of the training content and the examination questions, including their automated evaluation, does not constitute legal advice to the Client and/or the participants by the Contractor.

2. User

2.1. The client appoints one or more administrators ("admins") who can invite employees ("users") and assign training content via admin access. The users receive individual access to the platform in order to complete the training content assigned to them.

2.2. The client or its admins can book usage licenses for training content for the desired number of participants. Additional bookings (further user licenses, languages, etc.) are possible at any time.

2.3. In principle, only users with the same e-mail domain can be invited. The invitation of users with other e-mail domains, in particular users with freemail addresses (e.g. @gmx.de or @gmail.com) requires the express permission of the contractor.

2.4. To access the platform and use training content, each user must create an individual user account, which requires a valid business e-mail address, full name and a secure password. The respective user is responsible for ensuring that this information is correct and up-to-date.

2.5. Shared use of the platform or the training content by different users under a joint account is excluded.

2.6. The client is responsible for the use of the platform and the training content by its users and for all damages caused by negligent or intentional breaches of duty by its users. In particular, the client is responsible for informing its users that recording, filming, transcribing and any other form of duplication and dissemination of the training content is expressly prohibited.

3. Rights of use

3.1. Subject to the condition precedent of full payment of the agreed remuneration, the Contractor shall grant the Client the paid, worldwide, non-exclusive and non-transferable right to use the platform and the training content as intended within the scope of the contractual provisions for the term of the contract. The Contractor shall make the platform and the training content available for remote access in a secure system environment in a logically separate account. The Client shall not receive any rights to the source code of the platform. The platform shall not be made available to the client. The platform is made available to the client in its current version/release.

3.2. The client may only use the platform and the training content for its own purposes. Use for own purposes includes the intended use of the platform and the training content for the purposes of the client and the processing of the client's data. It does not include the use of the platform and the training content for third parties, for example as a service provider or any other transfer or brokering of use to third parties. Affiliated companies within the meaning of Section 15 AktG are not regarded as third parties. Use for affiliated companies is permitted within the scope of the contractual provisions. The platform and the training content may be used in accordance with the conditions agreed in the respective contract (e.g. number of users).

3.3. Unless otherwise agreed, all rights to the platform, training content and services provided by the Contractor and/or developed in accordance with the contract shall belong exclusively to the Contractor. All rights to any kind of modification, development or improvement of the products or services carried out by the Client shall also belong exclusively to the Contractor.

3.4. The platform may contain open source software components. The use of these components is exclusively subject to the corresponding terms of use of the open source software components. No provision of this Agreement shall affect the rights or obligations of the Client arising from the corresponding terms of use of the open source software components. In the event of contradictions or conflicting provisions between the license terms of the open source software and the provisions of this contract, the license terms of the open source software shall take precedence.

3.5. The right to use the platform also extends to fixes, patches, developments and updates that the Contractor makes available to the Client. The right to updates does not include the right to use new/additional products and functionalities that are made available as a separate product/module.

3.6. Unless otherwise agreed or prescribed by mandatory law or applicable open source software terms of use, the client is not entitled to
- to copy the platform beyond the extent required for contractual use, either in whole or in part
- modify, correct, adapt, translate, improve or otherwise make derivative developments to the Platform;
- rent, lend, sell, license, transfer or otherwise make the platform available to third parties;
- reverse engineer, decompile, disassemble or otherwise attempt to decipher the source code of the Platform, in whole or in part;
- circumvent or breach any security features or protection mechanisms contained in or used for the Platform;
- take measures that are likely to cause damage to the Contractor's platform or servers;
- remove, delete, erase, alter, obscure, translate, combine, add to or otherwise modify any trademarks, documentation, warranties, disclaimers or other rights, such as intellectual property, marks, notices, labels or serial numbers associated with the Platform or Documentation;
- use the Platform in a manner that violates applicable law and/or the rights of third parties; and/or
- use the Platform for the purposes of benchmarking or competitive analysis of the Platform, for the development, use or provision of a competing software product or competing services or for any other purpose that is detrimental to the Contractor.

4. Availability and support (SLA)

2.1 Support includes assistance and advice to the Client in resolving problems in the use of the Platform, including the review, diagnosis and correction of significant defects and errors in the Platform and the provision of bug fixes, corrections, modifications, changes, enhancements, upgrades and new versions of the Platform (Updates) to ensure the functionality of the Platform.

2.2 Support does not cover problems with or damage to the Platform to the extent caused by (i) negligence, misuse or improper operation by the Client, (ii) operation, use of the Platform not in accordance with the Documentation or non-compliance with the specifications or restrictions provided by the Contractor; (iii) modifications to the Platform not made or authorized by the Contractor; (iv) acts of third parties; (v) third party products; and/or (vi) force majeure.

2.3 For each enquiry/malfunction report, the Contractor shall, at its own discretion, specify a priority in accordance with the criteria defined below. The Contractor may combine redundant fault reports from the Client that relate to the same fault into one fault report.

2.4 The Contractor guarantees the availability and response times specified below for support. The response time is the time between the first request/error report by the Client (by telephone or electronically) and the first response (by telephone or electronically) from the Contractor. Only time intervals during the availability times are relevant for the response time.

Accessibility	Working days (except Saturdays) 9:00 - 18:00 (CET)
Telephone	+49 (89) 58804323-0
e-mail	support@compliance.one
Languages	German, English

Priority	Description	Response time
1 - Show Stopper	Platform does not function completely or in significant parts	3 hours
2 - Critical	Functionalities of the platform partially not given or not as described and thus significant impairment of the functionality or usability of the entire platform	8 hours
3 - Major	Functionalities of the platform partly not given or not as described and therefore only non-significant impairment of the functionality or usability of the platform	48 hours
4 - Minor	Functionality of the platform not impaired, general question	1 week

2.5 The Contractor shall make the Platform available to the Client with an availability of at least 99.5% of the respective calendar month (hereinafter "minimum availability"). In this context, the Platform is available if there is an uninterrupted connection between the servers on which the Platform is hosted and the transfer point to the Internet and the Client is able to log in and access the Platform. The minimum availability does not apply to test and development servers.

2.6 The Contractor is entitled to access the Platform in order to verify the Client's compliance with the terms of use of the Platform, including the remuneration, to carry out diagnostics and analyses and to adjust and optimize the settings of the Platform in order to improve the performance and/or security of the Platform, provided that these adjustments do not have a negative impact on the Client's use of the Platform. The Contractor is also entitled to collect system/metadata about the use of the Platform in order to use it to identify and rectify potential defects and errors in the Platform, to create statistical analyses and to support and optimize the development of the Platform. The Contractor will not process any personal data of users/reporting body representatives or whistleblowers or other persons who are the subject of reports.

5. Service provision

5.1. In order to use the platform and the training content, the client or user requires a current standard web browser. The client is responsible for the provision and operation of all hardware and operating software as well as for the provision of the necessary internet connection.

5.2. The platform and other work results shall be deemed to have been handed over as soon as they have been made available to the client. Services shall be deemed to have been provided as soon as the respective service has been completed. Support/maintenance shall be deemed to have been provided on a pro rata monthly basis as time passes.

5.3. Unless otherwise agreed, the platform and services are not subject to separate acceptance by the client, but are deemed to have been accepted upon handover. If acceptance has been contractually agreed and the client has not complied with the acceptance schedule or test plan or if such a test plan or a time limit for tests and acceptance does not exist, the platform and services shall be deemed to have been accepted ten working days after handover.

5.4. The Contractor is entitled to use subcontractors or other vicarious agents (collectively referred to as "subcontractors") to fulfill the contractual obligations. The Contractor shall ensure that subcontractors are bound by confidentiality and data protection obligations in accordance with this BGB. The commissioning of subcontractors shall not affect the Contractor's contractual obligations to the Client. The Contractor shall be liable for any poor performance by a subcontractor as if it were its own fault.

6. Data protection

For the processing of personal data on the instructions of the Client by the Contractor as a processor, the **Learning Data Processing Agreement** applies, which is available at www.compliance.one/legal and which is expressly incorporated into the contract as an integral part of the contract. If a separate Data Processing Agreement has been concluded between the parties, this shall take precedence over the referenced Data Processing Agreement Learning.