

# General partner agreement for dgtl.ai products and services

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This partnership agreement (contract) forms the foundation for a successful collaboration.

It clearly describes how we provide our products and services and how we work together to ensure that your projects are implemented smoothly, securely, and sustainably.

Our goal is to provide you with powerful, scalable, and secure digital event solutions—with the heart of a start-up and the precision of an industry expert.

Even though we set out the formal rules here, our attitude is one of partnership: we want to work with you, solve problems pragmatically, and seize opportunities.

This contract governs the relationship between dgtl.ai GmbH, Leipziger Platz 10, 10117 Berlin (hereinafter referred to as "dgtl.ai") and customers who use dgtl.ai's products and services, as defined below (hereinafter referred to as "Partner").

Please note that this is a translation and that the German original constitutes the legally binding version.

## 1. AT A GLANCE

- a. What we deliver  
You receive powerful, scalable event technology and the associated services. Everything is tailored to your event, secure, and reliable.
- b. Your use  
You may use our products during the agreed term—as specified in the order. Transfer or sale is not permitted.
- c. Cooperation with third parties  
Some functions depend on other providers (e.g., app stores). Their terms and conditions apply in addition.
- d. Payment  
Licenses are usually paid for in advance, with additional services paid for upon completion. In the event of late payment, we may temporarily suspend services – but only if there is no other option.
- e. Availability & updates  
We work on weekdays from 9 a.m. to 5 p.m. Berlin time. We provide updates when necessary to keep the platform up to date and secure.
- f. Errors & Support  
If something does not work, please contact us immediately. We will take care of a quick solution – repair, update, or replacement.
- g. Termination  
Both parties may terminate the contract if important contractual conditions are not met. At the end of the collaboration, all copies of our products must be deleted or returned.
- h. Confidentiality  
We treat your data confidentially – and expect the same in return.

## 2. SUBJECT MATTER OF THE CONTRACT

- a. dgtl.ai is a provider of digital solutions for events. These solutions serve the purpose of providing information to event participants, strengthening the interaction of participants and offering a communication platform in the course of the events. In addition, dgtl.ai offers attendee management solutions. (The solutions and services associated with their provision are hereinafter referred to as "dgtl.ai products and services").
- b. The partner wants to use dgtl.ai's products and services to offer event participants a digital solution tailored to the organized event.
- c. Subject to the terms and conditions of this Agreement, dgtl.ai grants to the Partner a non-exclusive and non-transferable license to use dgtl.ai's products and services, including related software programs and/or services.
- d. Use of dgtl.ai's products and services may require the consent of a third party and/or be affected by additional terms and conditions of a third party (such as Apple in relation to an iPhone app, Google in relation to an Android app, or others).

- e. In addition to this contract, the terms and conditions of affected third parties shall also apply. Deviating or contrary terms and conditions of the partner shall not apply.

### 3. GENERAL OBLIGATIONS OF THE PARTNER

- a. The Partner acknowledges that the products and services of dgtl.ai provided by dgtl.ai under this Agreement may only be used for the purposes of this Agreement. Except as otherwise provided in this Agreement, no data, applications and/or developments may be copied, sold, transferred, assigned, sublicensed, published or disclosed to any third party without the prior written consent of dgtl.ai.
- b. dgtl.ai grants the partner the non-exclusive right to use the products and services of dgtl.ai for the term and for the purposes specified in the order.
- c. All rights in and claims arising from dgtl.ai's products and services, except those expressly granted to the Partner in this Agreement, shall remain with dgtl.ai or affected third parties.
- d. The Partner is not entitled to copy, modify, create derivative products of, reverse engineer, decompile, encumber or use the products and services of dgtl.ai in any manner other than as specifically authorized under this Agreement.
- e. It is a condition of this Agreement that the Partner shall not post any violent, discriminatory, unlawful, infringing, inflammatory, pornographic or sexually suggestive photographs or other content on the dgtl.ai Products and Services. Furthermore, the partner must comply with all applicable laws and regulations when using the products and services of dgtl.ai. In particular, the partner must observe the provisions regarding data protection, intellectual property rights, consumer protection and the protection of minors. Non-compliance with this condition by the partner constitutes grounds for suspension or termination of access to the products and services provided by dgtl.ai at the sole discretion of dgtl.ai. Any other rights that dgtl.ai may have under the law shall remain unaffected.
- f. The partner is responsible for the name and content of the dgtl.ai products and services provided by the partner and for all data and information published in the dgtl.ai apps and services. dgtl.ai does not check the data and information published by the partner for viruses and illegal content, for infringement of the rights and licenses of third parties, or for compliance with the applicable laws and regulations. dgtl.ai will make commercially reasonable efforts to provide the dgtl.ai products and services as commissioned by the partner. However, dgtl.ai shall not be liable in the event of a refusal by a third party such as Apple or Google or any other third party platform to grant the permission required for the distribution of the dgtl.ai products and services.
- g. The Partner acknowledges that dgtl.ai's Apps and Services may contain proprietary and confidential data and information of dgtl.ai and its third party suppliers and agrees to keep such information confidential. The Partner shall not disclose dgtl.ai's

Apps and Services, except to its employees who are required to know them, if they have been previously informed of their confidential and proprietary nature and have agreed to protect it.

- h. The partner shall provide - if requested by dgtl.ai - all materials, content, information and logos requested by dgtl.ai in a timely manner and in the appropriate format. dgtl.ai shall be entitled to charge the partner for any modification and adjustment work in respect of such materials, content, information and logos at dgtl.ai's cost rates set out in the order that becomes necessary because the partner has provided such materials, content, information and logos in the wrong and unusable format. The partner is obliged to pay for any work by dgtl.ai in accordance with the daily rates agreed in the order, which is carried out in the course of providing the design and concept, irrespective of whether the concept is realized or not, provided that the latter occurs due to the partner not providing these materials, content, information and logos on time and in the appropriate format.
- i. Any additional work required to implement the partner's change requests by dgtl.ai will be invoiced at the cost rates specified in the order.
- j. The partner shall support dgtl.ai immediately and without claiming any costs to restore the lawful and proper condition of the products and services of dgtl.ai if the partner has violated this contract.

## 4. FEES

- a. The Partner shall pay a fee for the use of dgtl.ai's products and services as specified in the Order.
- b. Unless expressly agreed otherwise in the order, licenses and third-party costs shall be due for payment in advance or with the first installment, and all other services shall be due for payment after completion within 14 days of receipt of the invoice.
- c. The Partner shall reimburse dgtl.ai for travel expenses incurred by dgtl.ai in the course of providing dgtl.ai products and services in accordance with the terms and conditions described in the Order.
- d. Services provided by third parties (e.g. server hosting, internet traffic, video streaming, availability of meeting rooms) are subject to their terms of use and contractual conditions. Changes in the offers of external service providers (possibly also retroactively) may have an impact on the prices offered (e.g. the subsequent increase of streaming costs if a fair use quota is exceeded). Any additional costs shall be borne by the client.
- e. Default in payment and suspension of services:
  - i. Late payment:  
The partner undertakes to pay all invoices on time in accordance with the

agreed payment terms. In the event of late payment, dgtl.ai reserves the right to suspend the services provided.

- ii. Suspension of services:  
dgtl.ai is entitled to suspend all services provided if the customer is in arrears with an invoice. This also includes the possibility of stopping VEP platforms during an event if the license invoice has not yet been paid at that time.
- iii. Notification:  
The partner will be informed in writing of the impending service suspension in the event of a delay in payment. dgtl.ai reserves the right to implement this measure without further notice if the delay is significant and written notification is not possible for reasons of urgency.
- iv. Resumption of services:  
The resumption of the suspended services will take place as soon as the outstanding amount, including any interest on arrears and reminder costs, has been paid.
- v. Disclaimer:  
dgtl.ai accepts no liability for any damage or loss incurred by the client as a result of the temporary suspension of services.
- vi. By accepting our services, the client expressly agrees to this provision on service suspension in the event of late payment.

## 5. AVAILABILITY AND UPDATES

- a. The availability of dgtl.ai's products and services is specified in the order.
- b. dgtl.ai may, at its sole discretion, provide updates as deemed necessary. Unless expressly excluded, this Agreement applies to all updates, upgrades, revisions, improvements, enhancements and other software provided by dgtl.ai to the Partner.
- c. The usual working hours of dgtl.ai are Monday to Friday from 09:00 to 17:00, with the exception of public holidays in the state of Berlin. For times beyond this, dgtl.ai does not give any assurances regarding support times, availability and accessibility of the team. If availability beyond the above-mentioned normal working hours is desired, these times are to be defined in advance and ordered separately (maintenance contract).

## 6. WARRANTY AND LEGAL CLAIMS IN THE EVENT OF DEFECTS

- a. The software components of dgtl.ai are provided "as is" under the BSD III license (<https://opensource.org/licenses/BSD-3-Clause>).  
The use of the delivered software in live operation shall be deemed acceptance. The client shall ensure the functionality of the delivered software by testing test versions or the exemplary use of the live system.
- b. Errors and defects found by the client are to be reported immediately and recorded in an error reduction plan, which will be processed by the contractor within the framework of the legal requirements. If dgtl.ai is not responsible for a reported defect, the partner is obliged to compensate dgtl.ai if costs have been incurred to the detriment of dgtl.ai in order to establish the defect.
- c. In the event of a defect, dgtl.ai has the right to choose between rectification or replacement delivery. If the defect is not remedied within a reasonable period of time or if a reasonable number of attempts to remedy the defect or replacement deliveries were unsuccessful, the partner may - subject to the statutory conditions - at its own discretion withdraw from this contract or reduce the price and claim damages or reimbursement of costs. The defect may also be remedied by delivery or installation of a new programme version or a workaround. If the defect does not impair the functionality or does not impair it significantly, dgtl.ai is entitled, to the exclusion of further claims for defects, to eliminate the defect by delivering a new version or an update within the framework of its version, update and upgrade planning.
- d. The Partner's right of withdrawal is excluded in the event of minor defects or impairments in use.
- e. dgtl.ai does not warrant that its products and services will run on jailbroken or hacked smartphones.
- f. dgtl.ai gives no warranty with regard to errors caused by intervention by the partner, by third parties, force majeure or other manipulation of dgtl.ai's products and services.
- g. dgtl.ai makes no representation regarding the availability of third party products and services.

## 7. LIMITATION OF LIABILITY

- a. The liability of dgtl.ai for culpably caused damage is limited to the typically foreseeable damage.

- b. The aforementioned limitation of liability shall not apply in cases of gross negligence or intent or in cases of mandatory legal liability.
- c. The Partner shall not be entitled to any rights and claims other than those expressly stated in this Agreement.
- d. In all other respects, the statutory provisions shall apply.

## 8. TERM AND TERMINATION

- a. This contract shall come into force upon signature of the order by both parties and shall continue for the term specified in the order unless terminated in accordance with the provisions set out in this contract.
- b. dgtl.ai may terminate this contract:
  - i. by notifying the Partner if an amount payable to dgtl.ai has not been paid within thirty (30) days from the due date of the payment concerned and after prior reminder;
  - ii. and if the Partner breaches a material provision of this Agreement and such breach has not been remedied within 15 days of receipt of a notice of breach from dgtl.ai.
- c. Upon termination of this Agreement, the Partner must return or destroy all copies of dgtl.ai's products and services in its possession or control, subject to 7 days' notice.
- d. All obligations of the Partner which arose prior to termination, as well as the obligations relating to confidentiality and non-use, shall survive termination.

## 9. GENERAL

- a. All agreements involving changes, additions or a specific interpretation of these contractual provisions, as well as any special guarantees, warranties and agreements, must be made in writing. If these have been declared by representatives or vicarious agents of dgtl.ai, they are only binding insofar as dgtl.ai has given its corresponding written consent. The same applies to the partner.
- b. dgtl.ai may assign any rights or obligations under this agreement upon 30 days prior written notice.
- c. dgtl.ai reserves the right to engage third parties (subcontractors) to fulfill the agreed services. The partner expressly agrees to the subcontracting.
  - i. Selection of service providers:  
dgtl.ai will subcontract carefully and only select service providers who have the required qualifications and reliability.

- ii. Confidentiality:  
The subcontracted service provider is subject to the same confidentiality obligations as dgtl.ai. All parties are obliged to maintain business secrets.
  - iii. Communication:  
All communication regarding the subcontracting shall be made via dgtl.ai. The Partner undertakes not to enter into any direct agreements with the subcontracted service providers.
- d. Both parties to this contract agree to clearly mark sensitive data in the sense of the non-disclosure agreement (GHV) in the communication. In emails, the subject will be preceded by "GHV" in this case.
  - e. In the event of any dispute between the parties arising out of or in connection with this Agreement, the parties shall use reasonable endeavors to settle the dispute by amicable and consensual agreement between their respective representatives and, if such representatives cannot agree, between their managements.
  - f. The parties agree that the laws of the Federal Republic of Germany shall apply to all legal relations under this contract, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
  - g. The courts in Berlin (Germany) shall have exclusive jurisdiction over any dispute arising out of or in connection with the relevant contract.
  - h. If any provision of this contract is or becomes invalid, the validity of the remaining provisions of the contract shall not be affected. The parties shall, to the extent reasonable, replace the invalid provision in good faith with a permissible provision that comes as close as possible to the economic result, provided that this does not result in material changes to the content of this contract.
  - i. All notices shall be delivered to the parties at the addresses listed in the respective imprint or by e-mail to the respective contact persons.

## 10. HERE'S TO A SUCCESSFUL PARTNERSHIP

We are convinced that clear agreements create trust.

With this partnership agreement, we give you the assurance that you can rely on our expertise, our processes, and our reliability.

Our team is ready to work with you to create successful event experiences—digital, innovative, and always one step ahead.