LEGAL

General Terms and Conditions of Semitax GmbH.

VERSION	AS OF	APPLIES TO
1.1	16 October 2026	AUDIPY · AuditPlus · AUDIPY AI

NOTE: This is an English translation provided for information purposes only. In the event of any discrepancy between the German and English versions, the German version shall prevail. The authoritative German version is available at www.semitax.de/agb.

PART 1

General Provisions

1 General

1.1 All services are provided by Semitax GmbH, Im Löwental 60, 45239 Essen (hereinafter: "Semitax") exclusively to entrepreneurs, legal entities under public law or special funds under public law (hereinafter: "Client"). No services are provided to consumers.

1.2 These General Terms and Conditions ("T&Cs") apply exclusively. Any supplementary or deviating terms and conditions of the Client shall not apply unless Semitax expressly consents to their application at least in text form or electronic form (e-mail being sufficient).

1.3 The presentation of products, services and prices on the website, in proposals or other Semitax documentation does not constitute a binding offer in the legal sense, but rather a non-binding invitation to the Client to submit an offer to conclude a contract.

1.4 The Client's order submitted via the online order form, by e-mail, by confirming a proposal sent by Semitax by e-mail via the personal online link contained therein, or by signing a proposal constitutes a binding offer by the Client.

1.5 A contract is only concluded when Semitax accepts the Client's offer in text form and/or commences the provision of services. Semitax is entitled to accept incoming offers within 14 days.

2 Services

2.1 The services to be provided by Semitax to the Client are set out in the respective proposal together with the service description and these T&Cs.

2.2 Semitax is entitled to render all services itself or through subcontractors.

2.3 Semitax is entitled to render partial services where this is reasonable for the Client.

2.4 Semitax is entitled to modify the services where such modification is reasonable for the Client, having regard to Semitax's interests, because the Client is neither disadvantaged nor advantaged thereby, or the modification does not materially deviate from the agreed service to the Client's detriment.

2.5 Use of the products requires the Client to meet the system requirements set out in the respective service description. Failing this, use of the products may not be possible or may only be possible with defects. Semitax provides the products with the functionalities and, where applicable, interfaces as described on the website, in a service description or in these T&Cs at the time of contract conclusion. Otherwise, the Client has no entitlement to any particular design or specification of the products.

2.6 The documentation (manual) for the Semitax software is made available to the Client automatically in electronic form within the Semitax software, in its current version, after conclusion of the contract. No other form of documentation is owed by Semitax unless expressly agreed upon separately.

2.7 Any warranty of characteristics or agreement of guarantees requires an explicit agreement designated as such with Semitax in written form (e.g., in a separate proposal). Guarantees shall only be deemed as such if they are expressly designated as "guarantee". Semitax assumes no obligations arising from any other representations of the Semitax software in public statements or advertising.

2.8 Optional additional modules (hereinafter "Add-ons", e.g. "AuditPlus") can only be obtained in connection with an existing or simultaneously concluded licence agreement for the Semitax software. The scope of services of an Add-on is determined by the service description published at the time the contract is concluded (e.g. at https://www.semitax.de/auditplus) and the respective proposal. The provisions applicable to the associated Semitax software apply accordingly to Add-ons, unless otherwise provided in these T&Cs.

2.9 Semitax may provide an interface based on the open Model Context Protocol (MCP) standard, through which the Client can connect third-party software applications that use AI models to perform tasks independently and access the Semitax software via the interface (hereinafter "AI agents") to the Semitax software at its own discretion. The selection and use of such AI agents and the contractual relationship with their providers are the sole responsibility of the Client. This also applies to the data that the Client processes via the AI agent or transmits to its provider. The service of Semitax is limited to providing the MCP interface. Providing the interface does not give rise to any claim to the establishment or provision of interoperability between third-party AI agents and the Semitax software. Semitax is not responsible for the services, availability or results of third-party AI agents.

3 Contract Duration and Termination

3.1 The minimum contract term is twelve months. Either party may terminate the contract by giving one month's notice to the end of the contract term in electronic form (e-mail being sufficient).

3.2 During an agreed minimum contract term, ordinary termination prior to expiry of the minimum contract term is excluded. The mutual right to extraordinary termination for cause remains unaffected.

3.3 If a contract is not terminated within the notice period prior to the end of the minimum contract term, the contract shall automatically renew for a further twelve months ("renewal period") and may be ordinarily terminated with one month's notice to the end of the renewal period.

3.4 Tacit contract renewal upon continued use pursuant to Section 545 sentence 1 of the German Civil Code (BGB) is excluded.

3.5 The right to extraordinary termination for good cause remains unaffected for both parties. Good cause exists for Semitax in particular where:

3.5.1 the Client is in default of payment of the remuneration, or a not insignificant part thereof, for two consecutive months, or is in default of payment of an amount equivalent to two months' remuneration over a period exceeding two months; or

3.5.2 third-party preliminary services required for the provision of services are wholly or partially unavailable for reasons not attributable to Semitax, and it is neither possible nor economically reasonable for Semitax to replace such preliminary services itself or through other third parties in a timely manner.

3.6 Any notice of termination must be given at least in electronic form (e-mail being sufficient).

3.7 The term of an Add-on is linked to the term of the associated licence agreement for the Semitax software. The Add-on begins when Semitax accepts the Client's order or offer (clause 1.5), renews together with the licence agreement and ends automatically when the licence agreement ends. There is no separate minimum contract term for Add-ons. The Client may terminate the Add-on separately with one month's notice to the end of the respective minimum contract term or renewal period of the licence agreement. Clause 3.6 applies accordingly to the termination of the Add-on.

4 Remuneration

4.1 A monthly or annual fee shall be paid for the grant of usage rights in the form of licences to the Semitax software, in accordance with the respective model (Basic, AI Starter, AI Pro) or the proposal (Enterprise model).

4.2 The respective fee is payable per licence obtained. Discounts or cash discounts are not generally granted unless Semitax expressly communicates this at least in text form.

4.3 The prices stated in the model or proposal are net prices plus statutory value added tax. Invoicing is carried out in advance, depending on the agreed billing interval, at the beginning of each contract year or contract month in electronic form by e-mail to the e-mail address provided by the Client during the ordering process.

4.4 Invoices are due and payable immediately upon receipt by the Client and must be paid in full within two weeks at the latest without any deduction. Payments by the Client shall be deemed effected only when Semitax has unconditional access to the payment amount.

4.5 Time-and-materials fees shall be charged at the generally applicable rates of Semitax prevailing at the time of contract conclusion, following completion of the services in accordance with the associated proposal. Time-and-materials invoicing shall be accompanied by appropriate records of activities. See also clause 28.

4.6 The Client is entitled to set off against remuneration claims only if its counterclaims have been finally determined by a court of law, acknowledged by Semitax or are undisputed between the parties; this does not apply to defect claims of the Client arising from the same contract. The Client is only entitled to exercise a right of retention if its counterclaim arises from the same contractual relationship.

4.7 Add-ons are subject to an additional fee per licence in accordance with the price list published at the time the Add-on contract is concluded or the proposal. Billing takes place in the same billing interval (monthly or annually) as the associated licence agreement; a different billing interval is not possible. If an Add-on is booked during the current billing period (month or contract year), the fee is calculated pro rata; clause 4.4 applies accordingly.

5 Dates and Deadlines

5.1 Dates and deadlines are binding on Semitax only if expressly confirmed by Semitax in writing or electronic form (e-mail being sufficient) as binding. Fixed dates are only those dates expressly confirmed by Semitax to the Client in writing or electronic form (e-mail being sufficient) as fixed dates.

5.2 For the commencement and calculation of periods relating to the term and end of the contract (e.g., minimum contract terms), the date of initial provision or delivery of services by Semitax as stated in the Semitax order confirmation shall apply in case of doubt.

5.3 If an impediment to performance occurs that is beyond the control of Semitax, unforeseeable, unavoidable and outside the sphere of influence of Semitax (including strikes, lockouts and natural events such as earthquakes, floods, fires, storms or a pandemic, as well as a successful ransomware attack, hacking or other cyber incident despite the implementation of industry-standard precautions – collectively "force majeure"), the affected dates and deadlines shall be postponed by the duration of the force majeure event, including an appropriate restart period. Semitax shall notify the Client thereof without undue delay.

6 Customer Cooperation and Contributions

6.1 The Client shall in particular provide the following cooperation and contributions to the extent necessary for the proper provision of services by Semitax:

6.1.1 The Client shall support Semitax and shall create, within its operational sphere, all conditions necessary, reasonable and feasible for the proper provision of services by Semitax.

6.1.2 The Client shall provide Semitax, without being requested and in a timely manner, with all required information, documents and data in complete, accurate and cost-free form, and shall update these as necessary. When rendering services, Semitax may assume the completeness and accuracy of such documents, information and data, unless they are manifestly incomplete or inaccurate.

6.1.3 Where access to the Client's IT systems is required for the provision of services, the Client shall make available all necessary access authorisations (e.g., username, password) and shall grant Semitax all rights required for the provision of services (e.g., read and write permissions for databases and in the administrator/backend area).

6.1.4 The Client shall ensure that qualified personnel are available to assist Semitax, in particular during the provision of services or in the event of a disruption.

6.1.5 At Semitax's request, the Client shall designate a responsible contact person. Such person shall be authorised to make binding decisions on behalf of the Client or to procure such decisions without undue delay, and shall be entitled to make legally binding declarations in relation to the contracts.

6.2 The Client is solely responsible for the proper backup of its client data that may be processed within the Semitax software. The Semitax software is not a backup or recovery solution for the Client and may not be used as such.

6.3 Any defects or other errors shall be reported by the Client to Semitax immediately in text form, in a comprehensible and as detailed a manner as possible, stating all information useful for error detection and analysis. The Client should ideally state the steps that led to the error, its manifestation and its effects. When describing, delimiting, identifying and reporting errors, the Client shall observe Semitax's instructions. The Client acknowledges that errors may arise from its own system environment. For the purpose of resolving defects, the Client shall take all reasonable measures within its own sphere to facilitate identification of the alleged defect and its causes.

6.4 Should the Client fail to provide the required cooperation and contributions, or fail to do so in a timely or complete manner, Semitax shall be released from its obligation to provide the corresponding services for the duration of such failure, to the extent those services cannot be rendered due to the Client's non- compliance.

6.5 Semitax may claim additional remuneration for expenses incurred where:

6.5.1 Semitax takes action based on a report but no fault exists, or the fault is attributable to the Client's IT system environment or improper use by the Client, unless the Client is not responsible for the unfounded report; or

6.5.2 additional effort arises due to the failure to provide, or untimely or incomplete provision of, the required cooperation and contributions, unless the Client is not responsible for such failure.

6.6 The Client undertakes to indemnify Semitax for all losses arising from non- compliance with the obligations set out in this clause, and furthermore to hold Semitax harmless from all third-party claims, including customary and reasonable legal defence costs, which such third parties assert on account of such non-compliance. This shall not apply where the Client is not responsible for the breach of duty. Other claims of Semitax remain unaffected.

7 Lawful Use of Products

7.1 The Client shall comply with applicable law and respect the rights of third parties when using the products.

7.2 The Client is in particular prohibited from:

7.2.1 infringing third-party intellectual property rights such as trade marks, copyright and rights of personality;

7.2.2 distributing or otherwise disseminating offensive, defamatory, pornographic, harmful to minors, racist, seditious or otherwise criminally relevant content via the products;

7.2.3 unreasonably harassing other clients or third parties in violation of data protection or competition law requirements, for example by sending unsolicited advertising (spam) or by engaging in suggestive or sexually oriented communication via the products;

7.2.4 deploying mechanisms, software or scripts beyond the functionalities and interfaces provided with the products, in particular where such deployment blocks, modifies, copies or overwrites services of Semitax that are required for contractual use of the products; and

7.2.5 attempting to interfere with the products or the security systems used by Semitax, or the content accessible through them, by means of data manipulation (Section 303a of the German Criminal Code, StGB), computer sabotage (Section 303b StGB), falsification of evidentially relevant data (Sections 269, 270 StGB), suppression of evidentially relevant data (Section 274 StGB), computer fraud (Section 263a StGB), intercepting data (Section 202a StGB), interception of data (Section 202b StGB) or other acts (e.g., prompt injection), provided that Semitax reserves the right to report such attempts to the competent public prosecutor's office.

7.3 The following provisions apply to the use of AI systems:

7.3.1 These terms and conditions apply to all AI systems provided by Semitax. By using our AI systems, you agree to these terms of use.

7.3.2 AI systems may not be used, in particular:

7.3.2.1 for the creation or dissemination of unlawful content (e.g., content that glorifies violence, is discriminatory or pornographic);

7.3.2.2 for the input of content that infringes the rights of third parties, including in particular copyright, trade mark or personality rights;

7.3.2.3 for attempting to gain unauthorised access to systems or data;

7.3.2.4 for the dissemination of malware or spam;

7.3.2.5 for manipulating or technically influencing the operation of AI systems, in particular through automated access (e.g., scripts, bots), reverse engineering or circumventing security mechanisms;

7.3.2.6 for any other unlawful, harmful or ethically objectionable purposes.

7.4 Material breaches, or repeated breaches despite a warning and the granting of a reasonable remedy period, entitle Semitax to extraordinary termination of the contract for cause, unless the Client is not responsible for the breach.

8 Defect Categories

8.1 Semitax shall be liable for defects in accordance with the statutory provisions, unless otherwise stipulated in these T&Cs.

8.2 Upon initial commissioning and upon provision of a new version by Semitax, the Client shall verify the functions and report any defects without undue delay.

8.3 Unless otherwise specified in the contract, any defects shall be classified as follows:

8.4 A critical defect (Class 1) exists where use of the software concerned is impossible or severely impaired. An operational defect (Class 2) exists where use of the software concerned is substantially impaired. A minor defect (Class 3) exists where use of the relevant service is possible with minor limitations. An operational defect also exists where the minor defects collectively result in a substantial impairment of use of the relevant service. No defect exists where the limitation of usability, regardless of class, is attributable to the Client's system environment or internet connection.

8.5 Depending on the defect class, Semitax shall endeavour to comply with the following response times within Semitax's business hours:

8.5.1 Class 1: Without undue delay, no later than 24 hours after receipt of the report

8.5.2 Class 2: Within 48 hours of receipt of the report

8.5.3 Class 3: Within five working days of receipt of the report

8.6 A response shall include an acknowledgement of receipt of the defect report, a classification within the defect categories and, where possible, proposed solutions or a workaround that resolves the limitation of usability.

8.7 Classification of a defect within a defect category shall be carried out by Semitax, taking into account the legitimate interests of the Client, following the Client's defect report.

8.8 An immaterial defect or an immaterial reduction in suitability shall be disregarded. Semitax shall remedy defects exclusively by way of subsequent performance. To this end, Semitax shall either (1) provide the Client with a new, defect-free version of the software by making it available for download, or (2) indicate adequate workarounds to the Client (where reasonable for the Client, having regard to the interests of both parties), or (3) remedy the defect by other means.

8.9 Defect claims of the Client are excluded where the Client uses the product for a purpose other than that contractually specified or uses it improperly, or has made modifications or additions thereto, or to the system environment agreed for use, and such improper use or modification is the cause of the defect that has arisen.

9 Liability – General Limitations

9.1 Each party shall be liable to the other for all damages caused by it or by its legal representatives or vicarious agents in cases of intent or gross negligence, without limitation.

9.2 In cases of ordinary negligence, each party shall be liable without limitation in the event of injury to life, limb or health.

9.3 In all other cases, a party shall only be liable to the extent that it has breached a material contractual obligation. Material contractual obligations are those that are of particular importance for the attainment of the purpose of the contract, as well as all obligations whose breach could jeopardise the attainment of the contractual purpose. In such cases, liability is limited to the foreseeable, typically occurring loss. The parties mutually agree that twice the Client's annual remuneration, subject to a maximum of EUR 5,000.00 per calendar year, corresponds to the foreseeable, typical contractual loss.

9.4 In the case of gratuitous services, including the provision of free trial installations or demonstration versions, any liability for ordinary negligence is otherwise excluded. In the case of ordinary negligence, claims for loss of profit are otherwise also excluded.

9.5 Strict liability of the provider for damages (Section 536a BGB) in respect of defects existing at the time of contract conclusion is excluded; clauses 9.1 and 9.2 remain unaffected.

9.6 A party shall only be obliged to pay a contractual penalty where this is expressly provided for in the contract. A contractual penalty need not be reserved. Set-off against and with a contractual penalty claim is permissible.

9.7 Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

9.8 The liability of the parties in cases of gross negligence and intent, for breach of material contractual obligations and for personal injury is unlimited in amount.

10 Liability for AI Systems

10.1 The use of AI systems, and in particular the interpretation of AI output, is at the Client's own risk. The Client accesses its own data sources as well as models provided by external providers, the training data and behaviour of which Semitax is unable to influence.

10.2 The content provided by the AI systems is based on automated processes and may contain errors. It is intended to serve as guidance and assistance in identifying possible courses of action for and by the Client. Content provided by AI systems therefore cannot replace careful manual review and should not be used as the sole basis for decisions or actions without supplementary professional assessment.

10.3 Subject to the provisions of clause 9 of these T&Cs, Semitax shall not be liable for the accuracy, completeness or currency of the content provided by the AI systems, nor for any acts or omissions by Clients based on such content. This shall not apply in cases of wilful misconduct or gross negligence on the part of Semitax, its vicarious agents, injury to life, limb or health, or liability under the Product Liability Act.

11 Intellectual Property Infringement

11.1 Should a third party assert claims against the Client for infringement of intellectual property rights (including in particular trade marks, designs, patents and copyright) by Semitax's products, Semitax shall indemnify the Client against such third-party claims. The Client shall notify Semitax without undue delay of the assertion of any such claims.

11.2 In such cases, Semitax is entitled, at its own cost, to either

rework the product such that the intellectual property infringement is eliminated while the agreed services continue to be provided by Semitax in all material respects, or

acquire the rights required for unmodified continued use of the product. If the intellectual property infringement can be resolved by installing an update, the Client is obliged to do so, unless this is not possible or reasonable for the Client because the new version materially differs from the previous version or because its implementation would entail considerable effort on the part of the Client.

11.3 Without the express written consent of Semitax, the Client shall not make any statements to third parties regarding the intellectual property infringement, and in particular shall not acknowledge any rights or facts or otherwise assume any liability. To the extent legally and procedurally possible, the Client shall leave the resolution of the dispute with the third party – both out of court and in court proceedings – to Semitax, and shall otherwise conduct the dispute exclusively in agreement with Semitax. Reasonable and customary legal defence costs incurred by the Client in this regard shall be borne by Semitax, provided that the assertion of the intellectual property infringement by the rights holder was justified.

11.4 Should the Client discontinue use for the purpose of loss mitigation or for other important reasons, the Client is obliged to inform the third party that the discontinuation of use does not constitute an acknowledgement of the alleged intellectual property infringement.

11.5 Further claims of the parties remain unaffected.

12 Data Protection, Confidentiality and Work Results

12.1 Semitax and the Client undertake to comply with all applicable data protection laws when processing personal data. In particular, both parties shall bind their respective employees to the confidentiality of personal data. If the services to be provided by Semitax constitute data processing on behalf of a controller, the Client shall conclude a data processing agreement with Semitax in accordance with Article 28 GDPR. In the event of any conflict regarding the processing of the Client's personal data, such agreement shall take precedence over the contract and these T&Cs.

12.2 The Client and Semitax undertake to treat all trade secrets obtained in connection with a contract as strictly confidential, and in particular not to disclose them to third parties or use them for purposes other than contractual purposes. To this end, each of the Client and Semitax shall implement confidentiality measures appropriate to the circumstances for the benefit of the other party.

12.3 Semitax reserves all ownership and copyright in illustrations, drawings, calculations, presentations and other documents. This applies equally to documents designated by Semitax as “trade secrets”. Such documents may only be disclosed to third parties with the prior express written consent of Semitax.

12.4 Semitax acquires, upon their creation, exclusive exploitation and usage rights to work results arising from the use of the products that do not permit any inference to be drawn about the Client or its content, as well as to other information relating to the use of the products that does not constitute a trade secret of the Client. Semitax is subject to no restrictions in respect of the commercial exploitation of such work results for its own purposes and for the purposes of third parties (e.g., benchmarking, quality improvement, training and validation of AI models). The provisions on data protection and confidentiality remain unaffected.

13 Products and Open Source Software (OSS)

The products may contain open source software provided by third parties. In respect of such open source software, the Client shall receive, notwithstanding these T&Cs, exclusively the usage rights arising from the licence terms applicable to the open source software. Upon request by the Client, Semitax shall notify the Client of which open source software is contained in the respective product and which licence terms apply.

14 Reference to Client

Semitax may include the Client’s name, logo/trade mark and a brief description of the services rendered in a reference list on its homepage. All other references to the Client, e.g. in specific Semitax marketing activities, require a separate agreement in the respective contract or the prior consent of the Client.

15 Amendments to these T&Cs

15.1 Semitax reserves the right to amend these T&Cs at any time without stating reasons, unless such amendment is unreasonable for the Client.

15.2 Semitax shall notify the Client of any amendments to the T&Cs in text form in good time. If the Client does not object to the application of the new T&Cs within four weeks of such notification, the amended T&Cs shall be deemed accepted by the Client.

15.3 Semitax shall inform the Client of its right to object and the significance of the objection period in the notification. If the Client objects to the amendments within the aforementioned period, the contractual relationship shall continue under the original terms and conditions. In this case, however, Semitax shall be entitled to terminate the contract within four weeks of receipt of the objection.

15.4 Semitax furthermore reserves the right to amend these T&Cs:

- 15.4.1 where Semitax is required to do so as a result of a change in the legal situation;
- 15.4.2 where Semitax is thereby complying with a court judgment or regulatory decision issued against it;
- 15.4.3 where Semitax introduces additional, entirely new services, service components or service elements that require a description in the T&Cs, provided that the existing contractual relationship is not adversely affected thereby;
- 15.4.4 where the amendment is solely to the benefit of the Client; or
- 15.4.5 where the amendment is purely technical or process-related in nature, unless it has a material impact on the Client.

16 Price Adjustments

16.1 Semitax is entitled to reasonably increase the agreed prices for the contractual services to offset increases in personnel and other costs. Semitax shall notify the Client of such price increases in writing or by e-mail; price increases shall not apply to periods for which the Client has already made payments. If the price increase exceeds 6% of the previous price, the Client is entitled to terminate the entire contract with two weeks' notice to the end of a calendar month; if the Client exercises this right of termination, the non-increased prices shall be charged up to the date the termination takes effect. This applies accordingly to the fees for Add-ons, with the proviso that the right of termination is limited to the Add-on concerned.

16.2 Semitax shall draw the Client's attention to this right of termination together with each announcement of a price increase.

16.3 A price increase within six months of contract conclusion is excluded. For Add-ons, this period begins when the Add-on is booked.

17 Assignment of Rights

17.1 The Client may only assign rights arising from the contract with the prior express consent of Semitax. Semitax shall not withhold consent without objective reason. Any transfer of the entire contract by the Client shall always require the prior express consent of Semitax.

17.2 Semitax is entitled to transfer the contracts concluded with the Client, or individual rights thereunder, to third parties. Where the third party is an affiliate of Semitax within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), the transfer is effective without the consent of the Client. Otherwise, Semitax shall inform the Client of the intended transfer in writing in good time. If the Client objects in writing to the transfer, it shall not take effect. In such case, Semitax is entitled to extraordinarily terminate the contract for good cause as of the intended date of transfer.

18 Final Provisions

18.1 Semitax shall comply with the statutory obligations to pay the minimum wage in accordance with the applicable national legislation and, where applicable, shall enforce compliance by subcontractors. Upon reasoned request by the Client, Semitax shall demonstrate this by submitting appropriate documentation. Semitax shall indemnify the Client against all claims asserted against the Client arising from Semitax's breach of statutory obligations to pay the minimum wage.

18.2 No oral collateral agreements to the contract shall be made. Conclusion and amendment of the contract shall be effected at least in text form, and shall be expressly designated as such. This also applies to the waiver of the formal requirement itself. The precedence of individual agreements remains unaffected.

18.3 The invalidity of individual provisions shall not affect the validity of the remaining provisions. In such case, Semitax and the Client shall agree on a new valid provision that comes closest to the commercial intent of the invalid provision. This shall apply mutatis mutandis in the event of an unforeseen gap in the contract.

18.4 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws rules; Articles 3(3) and 3(4) of the Rome I Regulation remain unaffected, as does mandatory law (e.g., consumer protection legislation) in the respective country.

18.5 Where the Client is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction (including international jurisdiction) for all legal disputes arising from or in connection with a contract shall be the registered office of Semitax (Essen). This shall not apply where a deviating exclusive place of jurisdiction is prescribed by law.

PART 2

Special Provisions for Temporary Licensing (On Premises, Basic Version)

19 Subject Matter of Contract

19.1 Where the Client acquires the Semitax software in the Basic version (without AI components), the usage rights shall be granted in accordance with these special provisions and the contract in a condition suitable for contractual use.

19.2 The specifications of the Semitax software are set out in the service description published at the time of contract conclusion for the respective contract model and in the order confirmation.

20 Usage Rights

20.1 In respect of the Semitax software (On Premises: Basic version), Semitax grants the Client a non-exclusive, non-transferable (subject to any deviating agreement) right to use the software, limited to use within the Federal Republic of Germany and to the term of the contract.

20.2 The Semitax software is made available to the Client exclusively for designated use on the number of machines corresponding to the number of licences specified in the proposal or ordering process. Simultaneous use of the same licence on multiple machines is prohibited. The scope of designated use is set out in these T&Cs and in the contract. Within the scope of the usage rights granted, the Client may modify, extend and adapt the Semitax software for its own business purposes only to the extent necessary for ensuring interoperability of the Semitax software with other programmes and to the extent this is encompassed by the purpose of the contract. The creation of independent applications or third-party applications, or the decompilation of the software for purposes other than ensuring interoperability or, where legally permissible, the Client's own defect rectification, is not permitted.

20.3 Unless expressly permitted, the Client may not sublicence, lease or otherwise transfer the Semitax software to third parties. Usage rights may be transferred to affiliated companies (within the meaning of Sections 15 et seq. AktG) with the prior consent of Semitax, provided that the transferred usage right of the affiliated company shall automatically terminate upon expiry of the contract between the Client and Semitax.

20.4 The Client may reproduce the Semitax software to the extent necessary for designated use under the licence granted by Semitax. This includes in particular the installation of the Semitax software or reproduction for backup purposes. The Client may make security copies as part of appropriate data backups, which must be labelled as such. Further reproductions, including the printing of the programme code, are not permitted. Upon termination of the contract, all reproductions must be deleted.

20.5 The Client may not remove any copyright notices contained therein and may only use the Semitax software under the trade mark "Semitax" or "Audipy" or other trade marks and signs used by Semitax. White-label solutions are only permitted where separately agreed with Semitax.

20.6 If the Client wilfully breaches the usage rights or other intellectual property rights of Semitax in a serious or repeated manner despite a warning and the granting of a reasonable remedy period, Semitax may extraordinarily terminate the usage rights to the relevant Semitax software for good cause. If Semitax exercises this right, the Client is obliged to delete the Semitax software and all copies thereof, or to return them to Semitax. Upon request by Semitax, the Client shall evidence deletion by appropriate documentation.

20.7 In the event of a culpable breach of the usage rights by the Client, a right to compensation shall arise for the duration of the unauthorised use in an amount equal to the remuneration payable for the relevant period, without thereby creating a new usage right. Further claims for damages remain unaffected. The Client shall be entitled to demonstrate that Semitax has suffered no loss or a lesser loss.

20.8 The statutory rights of the Client under Sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected.

21 Provision of Bug Fixes and Necessary Updates

21.1 During the contract term under the Basic model, Semitax shall ensure the usability of the software. There is no entitlement to updates, functional enhancements or the maintenance of specific functions, unless separately agreed in the contract. Where Semitax provides the software with updates including functional enhancements, this constitutes a voluntary service provided by Semitax.

21.2 Semitax shall provide updates by making them available on a server accessible via the internet. Provision on a physical medium (CD, USB drive) is not owed. The installation of updates and any support and/or consulting services are not owed by Semitax without a separate agreement. There is no entitlement to the provision of updates at specific times or on specific dates. Client claims arising from defect liability or any guarantees remain unaffected.

21.3 Upon installation of an update, the Client shall receive the same usage rights thereto as in respect of the software for which the update has been installed. Usage rights in respect of the previous version shall expire upon installation of the update, to the extent the update replaces the previous version.

PART 3

Special Provisions for the Use of AI Components as Software as a Service (AI Starter, AI Pro, Enterprise)

22 Subject Matter and Object of Contract

22.1 The AI components of the Semitax software ("AI Starter" and "AI Pro", as well as any AI components offered separately under the Enterprise model, hereinafter "AI Components") are provided as Software as a Service (SaaS), where the Client selects this model during the ordering process. The scope of functions is determined by the respective licence model concluded and the associated service description at https://www.semitax.de/preise and https://www.semitax.de/funktionsumfang.

22.2 The subject matter of the contract in respect of the AI Components is the provision of the AI Components for the purpose of utilising their functionalities, the technical enablement of use of the AI Components within the Semitax software (which otherwise operates on premises), and the grant or arrangement of usage rights in exchange for payment of the agreed remuneration.

22.3 Semitax shall provide the resources required for the AI Components during the contract term. The Client has no entitlement to the provision of a specific version of an AI model or provider.

22.4 The permanent storage of AI output in online storage space provided to the Client by Semitax does not take place. The Client may save AI output exclusively locally within its own IT system, either by export or through the "Remember" function in the Semitax On Premises software.

22.5 Semitax does not owe any backup, data retention or recovery options.

22.6 Access to the AI Components is available exclusively through the Semitax software (Basic version, see clause 19.1) provided by Semitax. In individual cases and subject to a separate contractual agreement, access via an application programming interface (API) may be provided.

22.7 The delivery point for the services of Semitax (provision of the AI Components for use by the Client) and the associated data (prompts and AI output) is the router exit of the Semitax data centre.

22.8 Semitax is not responsible for the specifications of the hardware and software required on the Client's side, nor for the telecommunications connection between the Client and Semitax up to the delivery point.

23 Availability of SaaS Components

23.1 Semitax guarantees an availability of the AI Components of 98.5% per month (availability rate). The AI Components are deemed available if they are provided and/or accessible within the agreed period in accordance with the agreed percentage availability rate.

23.2 The availability rate is calculated as follows:

((Agreed availability – downtime + excluded periods) / agreed availability period) × 100.

23.3 The period during which Semitax offers the AI Components is Monday to Friday from 07:00 to 22:00 hours (agreed availability period, 15 hours per working day, equivalent to 300 hours per month).

23.4 The period from the occurrence of unavailability of the AI Components within the agreed availability period until the cessation of unavailability is defined as unplanned downtime ("downtime"). When determining availability or the availability rate, the following downtime periods shall be disregarded:

23.4.0.1 downtime for which Semitax is not responsible, in particular impairments based on failures and/or malfunctions of technical installations and/or network components outside the sphere of responsibility of Semitax; in particular

- outages caused by incoming IT attacks; this shall not apply where the contractor is obliged to use antivirus protection and such protection did not meet the state of the art at the time of the IT attack;
- outages caused by improper use of software or hardware by the Client;
- outages caused by requirements of the software manufacturer (e.g. installation of security patches).

23.4.0.2 contractually agreed maintenance windows or unforeseeable maintenance work that is not attributable to Semitax.

23.5 Semitax shall generally carry out scheduled maintenance work every two weeks on Saturdays between 22:00 and 04:00 hours the following day (12 hours of scheduled maintenance per month). No availability is owed during this period.

23.6 In the event of non-compliance with the agreed monthly availability (clause 23.1), the parties agree on the following reduction rates applicable to the monthly remuneration for the relevant month:

- From a shortfall of 5.0%: 10% reduction
- From a shortfall of more than 5.0% up to and including 10%: 15% reduction
- From a shortfall of more than 10.0% up to and including 20%: 20% reduction
- From a shortfall of more than 20.0% in the measured month, the Client shall be released from the payment obligation for that month.
- The percentage shortfall referred to in this clause denotes the difference between the guaranteed availability (98.5%) and the calculated availability rate for that month.

23.7 If Semitax falls short of the guaranteed availability by more than 15% in two consecutive months, the Client shall be entitled to extraordinary termination following the issuance of a prior warning in the event of a recurrence.

23.8 Semitax expressly reserves the right to modify the AI Components offered, in whole or in part, at any time at its reasonable discretion and taking into account the interests of the Client, provided that such modifications do not relate to material contractual obligations and core functions of the AI Components.

23.9 The Client shall receive an unrestricted usage right, both in terms of time and territory, to the results generated by the AI Components.

24 Customer Obligations under SaaS and Liability for Content

24.1 The Client shall take appropriate precautions against the loss of its content. The Client shall not use any undocumented configuration options accessible to the Client in SaaS.

24.2 The Client is responsible for compliance with the statutory provisions regarding content submitted by the user in SaaS. If the Client fails to fulfil its obligations despite being requested to do so by Semitax and the granting of a reasonable grace period, Semitax is entitled to extraordinarily terminate the contract for cause. Other rights and claims of Semitax remain unaffected.

25 Procedure upon Contract Termination

25.1 Prior to expiry of the contract, the Client shall independently export its data processed within the Semitax software via the export function.

25.2 Upon termination of the contract, Semitax shall deactivate access to the AI Components. Semitax does not store any prompt inputs by the Client or AI outputs in its server infrastructure. Following termination of the contract, there are therefore no data available for disclosure.

PART 4

Special Conditions for Services

26 Subject Matter of Contract

26.1 Semitax may, upon separate engagement, provide services for the Semitax software as professional services (e.g. onboarding training, software maintenance). The billing and specific modalities of such services (e.g. hourly rate and contingent) are set out in the proposal and/or published price list. Semitax does not owe any work or deliverable services (werkvertragliche Leistungen).

27 Customer Cooperation for Services

27.1 In connection with services, the Client owes the following specific cooperation and contributions:

27.2 The reporting of defects or other disruptions (software maintenance) must be carried out via the ticket system provided or an agreed e-mail address of Semitax.

27.3 Services shall be provided by Semitax for the then-current version of the product. The Client shall therefore keep the product up to date and in particular install updates, unless this is already carried out by Semitax within the scope of the contract.

28 Remuneration for Services

28.1 Where a fixed fee is agreed in the contract, all services covered by the fixed fee are deemed settled thereby. The fixed fee shall be calculated in accordance with the user scope set out in the contract. The obligation to pay remuneration commences upon provision of the product.

28.2 At the Client’s request, Semitax shall provide once per calendar month a report on the services and consulting services rendered (hereinafter “consulting report”). The consulting report shall set out for the reporting period the consulting hours incurred, a brief description of activities and the status and consumption of any agreed contingent.

29 Service Disruptions

29.1 If a service is not rendered in accordance with the contract and Semitax is responsible for such non-performance, Semitax is obliged to render the service in accordance with the contract within a reasonable period at no additional cost to the Client. This is subject to the condition that the Client gives notice of the deficiency without undue delay and no later than within two weeks of becoming aware thereof.

29.2 If, for reasons attributable to Semitax, the contractual rendering of the service wholly or largely fails within a reasonable period, the Client is entitled to extraordinarily terminate the contract in respect of such service for good cause. If the non-contractual rendering of the service indicates that continued performance of the contract is unreasonable for the Client taking into account all circumstances of the individual case and weighing the interests of both parties, the Client may extraordinarily terminate the entire services contract for good cause.

Essen, 16 October 2026