General Terms and Conditions (GTC) of Redem GmbH

Company: Redem GmbH, Hafenstraße 47–51, 4020 Linz, Austria (hereafter referred to as „ReDem“)

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1. Scope; Parties; B2B Only

1.1. These General Terms and Conditions (“GTC”) govern the provision and use of ReDem’s cloud-based software and related services to business customers (“Customer”).

1.2. The Services are offered exclusively to businesses (B2B). Customer represents that it is acting in the course of trade or business and not as a consumer.

1.3. Customer’s general terms do not apply unless expressly accepted in writing by ReDem.

2. Definitions

“**Agreement**” means these GTC together with one or more Order Forms/SOWs and the Data Processing Agreement (“DPA”).

“**Customer Data**” means data provided by or for Customer to the Services.

“**Documentation**” means user guides, policies, and technical specifications as updated from time to time.

“**Order Form**” includes proposals, SOWs, purchase orders accepted by ReDem, click-through orders, or emails confirming scope, term and fees.

“**Services**” means (i) access to ReDem’s SaaS for online-survey data-quality analysis (including credit-based usage) and (ii) full-service data cleaning and related professional services.

3. Business Scope and Services

3.1. ReDem provides cloud-based services to analyze the data quality of online surveys. Offerings include annual credit plans and full-service data cleaning.

3.2. ReDem may improve or modify the Services from time to time provided that overall functionality is not materially degraded.

4. Contract Formation; Order of Precedence

4.1. **Formation:** A binding contract is concluded only upon ReDem’s acceptance of the Customer’s order, which may occur in writing (including by email or click acceptance). For administrative and evidentiary purposes, ReDem may issue a written confirmation of the Order; such confirmation shall be deemed correct in its content unless the Customer objects within five (5) business days.

4.2. **Jurisdiction Clause Form Requirement:** To the extent written form is required for jurisdiction agreements under Article 25 Brussels I Recast and applicable Austrian law, the parties agree that acceptance by email or click-acceptance satisfies such requirement; oral acceptances are promptly memorialized in writing.

4.3. **Precedence:** In case of conflict: (1) the DPA prevails for personal data processing; (2) the Order Form prevails over these GTC; (3) these GTC prevail over Documentation.

5. Access Rights and Use Restrictions

5.1. **License:** Subject to timely payment and compliance with the Agreement, ReDem grants Customer a non-exclusive, non-transferable, non-sublicensable, term-limited right to access and use the SaaS solely for Customer's internal business purposes.

5.2. **Accounts:** Customer is responsible for user accounts, roles, and safeguarding credentials.

5.3. **Acceptable Use:** Customer shall not: (a) circumvent technical controls, reverse engineer, or probe for vulnerabilities; (b) interfere with or overload the Services; (c) use the Services to process unlawful or infringing content; (d) build a competing service; (e) exceed documented API or rate limits; (f) input special-category or criminal-offence data unless expressly agreed in the DPA; (g) attempt re-identification of de-identified data; (h) use the Services in prohibited EU AI Act contexts; (i) resell or provide third-party access unless expressly agreed in writing by ReDem;

5.4 **No Competitive Use:** Customer shall not, and shall not permit any third party to, access, use, or analyze the Services, Documentation, or Deliverables for the purpose of developing, offering, or providing any product or service that competes, directly or indirectly, with ReDem's business. In particular, Customer shall not copy, reproduce, or otherwise exploit the design, features, algorithms, methods, or user interface of the Services for competitive purposes. Any breach of this Section constitutes a material breach of the Agreement entitling ReDem to immediate termination under §17.2 and §17.3, in addition to any other remedies available at law or in equity.

6. Credit Plans; Overage; Full-Service Deliverables

6.1. **Credits:** Annual credits are consumed per Documentation and expire at the end of the subscription term (as defined in Section 17.1); they are non-refundable.

6.2. **Overage:** If Customer's usage exceeds the agreed volume, ReDem may either (i) invoice such overages at the rates published in ReDem's then-current price list, or (ii) require Customer to purchase additional credits in accordance with such price list.

6.3. **Full-Service:** Scope, deliverables, acceptance criteria and timelines are defined in the Order Form/SOW. Deliverables are deemed accepted upon earlier of written acceptance or five (5) business days after delivery absent substantiated rejection.

7. Availability; Support; Changes

7.1. **Availability:** ReDem uses commercially reasonable efforts to provide high availability, excluding planned maintenance and events beyond ReDem's reasonable control (Section 22).

7.2. **Support:** Standard support is included as described in the Documentation; enhanced support may be purchased separately.

7.3. **Updates:** ReDem may modify features, interfaces, or integrations; material deprecations will be communicated with reasonable advance notice.

8. Fees; Taxes; Payment; Price Changes

8.1. **Fees:** Fees are set out in the Order Form and are non-cancellable and non-refundable except as expressly stated.

8.2. **Invoicing & Payment:** Unless otherwise agreed in the applicable Order Form:

- Subscription Fees (for credit-based usage) are invoiced annually in advance and payable within fourteen (14) days of the invoice date.
- Project/Service Fees (for full-service data cleaning and related professional services) are invoiced upon delivery of the respective service or deliverable and are payable within fourteen (14) days of the invoice date.

8.3. **Late Payment:** Overdue amounts accrue default interest at the statutory B2B rate under § 456 UGB, plus the €40 lump-sum compensation under § 458 UGB and reasonable recovery costs.

8.4. **Taxes:** Fees are exclusive of VAT and other taxes, for which Customer is responsible (excluding ReDem's income-based taxes). For invoices issued in Austria, Austrian VAT will be applied where required by law.

8.5. **Renewal Pricing:** Renewal fees may be adjusted; ReDem will notify Customer in advance of renewal.

9. Intellectual Property; Feedback; Service Output

9.1. **Ownership:** ReDem and its licensors retain all IP rights in the Services, software, models, algorithms, Documentation, and improvements ("ReDem Technology").

9.2. **Customer Data:** Customer retains all rights in Customer Data. Customer grants ReDem a non-exclusive, worldwide, royalty-free license to host, process and use Customer Data to provide, secure, and improve the Services, including quality assurance, analytics, and product telemetry, subject always to ReDem's obligations under this Agreement and the Data Processing Agreement (DPA). ReDem will implement appropriate technical and organizational measures to protect Customer Data against unauthorized access, loss, alteration, or disclosure and will process Customer Data strictly in compliance with applicable data protection laws (including GDPR).

9.3. **Feedback:** Customer grants ReDem a perpetual, irrevocable, worldwide, royalty-free license to use feedback and suggestions without obligation.

9.4. **Output:** Subject to this Agreement, ReDem grants Customer a non-exclusive license to use reports, scores and other outputs for internal business purposes. Customer is responsible for validating outputs and decisions based thereon.

10. Third-Party Services; Open-Source

10.1. The Services may interoperate with third-party applications or contain open-source components. Use of third-party applications is subject to their terms; ReDem is not responsible for third-party services.

10.2. Open-source notices, if any, are provided in the Documentation and are incorporated by reference.

11. Confidentiality

11.1. Each party shall protect the other's Confidential Information with at least reasonable care and use it only for purposes of the Agreement.

11.2. Exclusions apply for information that is public, already known without duty of confidentiality, independently developed, or rightfully received from a third party without duty of confidentiality.

11.3. Compelled disclosures are permitted with prompt notice where lawful.

12. Data Protection (GDPR)

12.1. **Roles:** For personal data in Customer Data, Customer is controller and ReDem is processor; for ReDem's account, billing and telemetry data, ReDem is controller.

12.2. **Data Protection Agreement (DPA):** The DPA (Appendix A) forms part of this Agreement and satisfies Article 28 GDPR, addressing confidentiality, security measures (TOMs), sub-processing, assistance, breach notification, and international transfers.

12.3. **International Transfers:** Transfers outside the EEA/UK/CH use appropriate safeguards (e.g., EU Standard Contractual Clauses) with supplementary measures where required.

12.4. **Customer Duties:** Customer shall ensure a valid legal basis and transparency for processing and shall not instruct ReDem to process data unlawfully.

13. EU AI Act - General Compliance Commitments

13.1. ReDem will operate the Services in accordance with applicable provisions of the EU Artificial Intelligence Act as they come into force and apply to the Services.

13.2. Customer is responsible for the intended purpose and deployment context of the Services within its environment and for complying with any AI Act obligations applicable to its use case (e.g., risk management, human oversight, record-keeping, transparency).

13.3. ReDem will provide reasonable documentation to support Customer's compliance (e.g., product description, intended uses and known limitations), subject to confidentiality and IP protections.

13.4. Customer shall not use the Services in prohibited contexts under the AI Act or other applicable law.

14. Warranties; Trials

14.1. **Authority:** Each party warrants it is duly organized and has authority to enter into the Agreement.

14.2. **Service Warranty:** During the subscription term, the SaaS will materially conform to the Documentation. Customer's exclusive remedy for breach is repair/re-performance; if ReDem cannot cure within sixty (60) days of written notice, Customer may terminate the affected Service and receive a pro-rata refund of prepaid Fees for the unused remainder of the term.

14.3. **Disclaimer:** Except as expressly stated, the Services and deliverables are provided "AS IS" and "AS AVAILABLE". To the maximum extent permitted by law, ReDem disclaims all implied warranties (including merchantability, fitness for a particular purpose, non-infringement) and does not warrant

that the Services will be error-free, uninterrupted, or that outputs will meet Customer's requirements.

14.4. **Beta/Trial:** Any beta, trial or free access is provided AS IS without warranties and with no liability to the maximum extent permitted by law.

15. Indemnities

15.1. **By ReDem:** ReDem will defend Customer against third-party claims alleging that the Services, as provided by ReDem and used in accordance with the Agreement, directly infringe EU or EEA-member copyrights or misappropriate trade secrets, and will pay final damages awarded or agreed in settlement.

15.2. **Exclusions:** No obligation applies to claims arising from (a) Customer Data or specifications; (b) combinations with non-ReDem items; (c) unauthorized or non-conforming use; (d) continued use after notice of alleged infringement where reasonable alternatives are offered.

15.3. **Mitigation:** ReDem may procure the right to continue use, replace/modify the Services, or terminate the affected Services with a pro-rata refund.

15.4. **By Customer:** Customer shall indemnify, and hold harmless ReDem from and against any and all claims, actions, proceedings, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to (i) Customer Data or (ii) Customer's breach of Sections 5 or 13 of this Agreement.

ReDem assumes no liability whatsoever for the content, accuracy, quality, legality, or non-infringement of any Customer Data uploaded to or processed through the Services. Customer is solely and exclusively responsible for ensuring that all Customer Data (a) does not infringe any third-party rights (including intellectual property, privacy, or data protection rights), (b) is collected, transmitted, and processed lawfully, and (c) otherwise complies with all applicable laws and regulations.

If any third party asserts a claim or seeks damages against ReDem in connection with Customer Data, Customer shall, at its own expense, fully defend such claim and reimburse ReDem for any resulting damages, settlements, costs, and expenses.

15.5. **Procedure:** The indemnified party must promptly notify, allow control of defense, and reasonably cooperate.

16. Liability (Limitation and Exclusions)

16.1. **Exclusion of Certain Damages:** To the maximum extent permitted by law, neither party is liable for indirect, incidental, consequential, special, exemplary or punitive damages; loss of profit, revenue, goodwill, or data; or business interruption, even if advised of the possibility.

16.2. **Aggregate Cap:** To the maximum extent permitted by law, each party's aggregate liability arising out of or in connection with the Agreement shall not exceed the total Fees actually paid by Customer to ReDem for the Services giving rise to the claim in the twelve (12) months immediately preceding the first event giving rise to liability (the "Liability Cap").

16.3. **Free Access:** For beta/trial/free access, ReDem's liability is excluded to the fullest extent permitted by law.

16.4. **Mandatory Carve-Outs (Austrian/EU law):** Nothing in this Agreement shall limit or exclude liability for intent (“Vorsatz”), gross negligence (“grobe Fahrlässigkeit”), personal injury or death, fraudulent misrepresentation, or liability under the Austrian Product Liability Act (PHG).

16.5. **Limitation Period:** Except where a longer period is mandatorily required by law, contractual claims must be brought within 24 months after the claimant became aware or should have become aware of the facts. This limitation does not apply to claims arising from intent (“Vorsatz”), gross negligence (“grobe Fahrlässigkeit”), personal injury or death, fraudulent misrepresentation, liability under the Austrian Product Liability Act (PHG), or data protection law.

17. Term; Renewal; Suspension; Termination

17.1. **Term & Renewal:** Unless otherwise agreed in the applicable Order Form the subscription term for credit-based usage renew automatically for successive one-year terms unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current term.

17.2. **Suspension:** ReDem may suspend the Services (in whole or part) for (a) non-payment, (b) security risks, (c) suspected unlawful or non-compliant use, or (d) requests by competent authorities.

17.3. **Termination for Cause:** Either party may terminate for material breach not cured within thirty (30) days after written notice.

17.4. **Effect of Termination:** Upon termination or expiry, Customer shall cease all use of the Services and promptly pay all outstanding Fees. The provisions of this Agreement that by their nature are intended to survive termination shall continue in full force and effect, including without limitation Sections 5, 6, 8–16, and 18–26.

17.5. **Data Export & Deletion:** For thirty (30) days after termination (unless suspended for cause), ReDem will make available a self-service export of Customer Data in a commonly used format; thereafter, Customer Data will be deleted in accordance with the DPA and ReDem retention schedules.

18. Publicity

Neither party shall use the other party’s name, logo, trademarks, or refer to the existence of the contractual relationship in any customer lists, press releases, case studies, or marketing materials without the prior written consent of the other party (email suffices as written form). Any such consent may be revoked at any time with future effect by written notice (email suffices). In such case, the other party shall cease the relevant use within thirty (30) days of receipt of the revocation, without prejudice to materials already lawfully distributed prior to that date. If the revocation is based on a material breach of this Agreement or any applicable law by the other party, the revocation shall take immediate effect upon receipt, and the other party shall cease all such use without undue delay.

19. Compliance; Export Controls; Sanctions; Anti-Corruption

Each party will comply with applicable laws, including anti-corruption, anti-money-laundering, export control and sanctions laws. Customer represents that it is not a sanctioned party and will not use the Services in sanctioned jurisdictions or for prohibited end-uses.

20. Notices

Notices under the Agreement may be given by email to the contacts specified in the Order Form and are deemed received upon arrival in the recipient's electronic mailbox (absent an error or bounce-back notification). Legal notices to ReDem must be copied to office@redem.io.

21. Assignment; Subcontracting

21.1. Customer may not assign the Agreement without ReDem's prior written consent (not to be unreasonably withheld). ReDem may assign to affiliates or in connection with merger, acquisition, or sale of assets.

21.2. ReDem may use subcontractors and sub-processors; for personal data processing, sub-processing is governed by the DPA. ReDem remains responsible for subcontractors' performance.

22. Force Majeure

Neither party is liable for delay or failure due to events beyond reasonable control (including natural disasters, war, terrorism, labor disputes, utility or internet failures, denial-of-service attacks, epidemics/pandemics, governmental actions, or changes in law).

23. Changes to these GTC

ReDem may update these GTC from time to time. Materially adverse changes will be notified in advance. Continued use after the effective date constitutes acceptance. If Customer objects to a material adverse change that cannot be reasonably accommodated, Customer may terminate the affected Services with a pro-rata refund of prepaid Fees for the unused remainder of the term.

24. Set-Off; No Partnership

Customer may set off only undisputed or finally adjudicated claims. The parties are independent contractors; nothing creates a partnership, joint venture, or agency.

25. Severability; No Waiver; Interpretation

If any provision is invalid, the remainder remains effective; an effective provision that most closely reflects the parties' intent shall replace the invalid provision. A waiver must be in writing and is not a continuing waiver. Headings are for convenience only.

26. Governing Law; Venue; Language

26.1. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Austrian law, excluding its conflict-of-laws rules and the UN CISG.

26.2. The exclusive place of jurisdiction is Linz, Austria. For cross-border disputes within the EU, this clause is agreed in the form required by Article 25 of Regulation (EU) No 1215/2012 (Brussels I Recast).

26.3. This Agreement is drafted in English. In the event of any inconsistency between translations, the English version shall prevail.

Appendix A: Data Processing Agreement (Summary; full DPA to be attached)

1. **Subject Matter & Duration:** Processing personal data on behalf of Customer to provide the Services for the term of the Agreement and secure decommissioning.
2. **Nature & Purpose:** Hosting, storage, analysis, quality scoring, transformation, support.
3. **Categories of Data & Data Subjects:** As determined by Customer (e.g., survey responses and metadata). Customer will not intentionally provide special-category or criminal-offence data unless expressly agreed.
4. **Roles:** Customer = controller; ReDem = processor.
5. **Instructions:** Processing only on documented instructions, including with respect to third-country transfers, unless required by EU or member-state law.
6. **Confidentiality:** Authorized personnel are bound by confidentiality.
7. **Security (TOMs):** Appropriate technical and organizational measures under Article 32 GDPR; summary TOMs provided upon request.
8. **Sub-processors:** Authorized for hosting, storage, analytics, support, communications; flow-down obligations; ReDem remains responsible. ReDem maintains a current list and provides change notifications; Customer may object on reasonable data-protection grounds.
9. **Assistance:** ReDem assists with data subject requests and with security, breach notifications, DPIAs and consultations, considering the nature of processing and information available.
10. **Breach Notification:** Without undue delay upon becoming aware of a personal-data breach affecting Customer Data.
11. **International Transfers:** Appropriate safeguards (e.g., SCCs) with supplementary measures where required.
12. **Return/Deletion:** At termination, return or deletion at Customer's choice; routine backups purged per schedule.
13. **Audits:** No more than once annually, subject to reasonable notice and confidentiality, via third-party reports/certifications or on-site review where legally required.
14. **Liability:** The Agreement's liability regime applies to the fullest extent permitted by law (subject to mandatory carve-outs).