

NAM / NOT ANOTHER MATE SOFTWARE GMBH

LEGAL DOCUMENT / B2B / EN

General Terms and Conditions

for contracts with entrepreneurs (B2B)

The German version shall prevail

COMPANY

NOT ANOTHER MATE SOFTWARE GMBH

STEINEBACH 3 · 6850 DORNBIRN · AUSTRIA

DOCUMENT

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Not Another Mate Software GmbH · FN 494205y · UID/VAT ID ATU 73416939 · hello@notanothermate.com

A. GENERAL PART

A

1. Scope and Contracting Parties

- 1.1. These General Terms and Conditions ("GTC") apply to all contracts between Not Another Mate Software GmbH ("NAM") and its principals or customers ("Customer") concerning software development, consulting, software-as-a-service and other cloud services, APIs, support and maintenance services, and media, marketing, film and GenAI productions.
- 1.2. These GTC apply exclusively to entrepreneurs within the meaning of section 1 of the Austrian Commercial Code (Unternehmensgesetzbuch – "UGB"), persons and organisations entering into the contract in the course of their trade, independent business or professional activity, and legal entities under public law. NAM does not enter into consumer contracts on the basis of these GTC. Private or predominantly private use is not permitted. Self-employed persons, freelancers, sole traders and commercially active creators shall be deemed entrepreneurs insofar as they act in a professional or commercial capacity under the specific contract.
- 1.3. Conflicting or deviating terms and conditions of the Customer shall apply only if NAM has expressly agreed to their applicability in text form. The unconditional provision of services or acceptance of payment shall not constitute consent to third-party terms and conditions.
- 1.4. These GTC shall also apply to future contracts with the same Customer, provided that they are validly incorporated when the respective contract is concluded.
- 1.5. NAM may request the business name or professional designation, business address, country, legal form or form of activity, VAT identification number, company register number or comparable business number, as well as suitable alternative evidence of entrepreneurial status, and may verify the plausibility of such information automatically or manually. If it transpires that the Customer is in fact acting predominantly in a private capacity or has provided incorrect information regarding its entrepreneurial status, NAM may reject an order, suspend services pending clarification, or terminate the contract for good cause. Mandatory rights to which a person is entitled based on the actual circumstances cannot be excluded merely by confirmation of entrepreneurial status.

2. Contract Documents and Order of Precedence

- 2.1. The nature, scope, place of performance, deadlines and remuneration shall be set out in the respective offer, order, order form, statement of work, service description or product-specific terms ("Individual Contract").
- 2.2. In the event of conflicts, the following order of precedence shall apply:
 - 1. individually negotiated agreements expressly designated as such, including project-specific NDAs;
 - 2. the Individual Contract or Order Form;
 - 3. the data processing agreement, including its annexes, solely with respect to data protection matters, and a Service Level Agreement solely with respect to service levels;
 - 4. product-specific terms;
 - 5. these GTC;

6. other policies validly incorporated into the contract.

- 2.3. Information on websites, in presentations, demos, advertising materials, roadmaps and documentation shall be binding only if expressly designated in the Individual Contract as a warranted characteristic. Roadmaps, previews, beta features and non-binding cost estimates shall not create any delivery obligation.

3. Offer, Conclusion of Contract and Communications

- 3.1. Offers by NAM are non-binding unless expressly designated as binding. An offer may be accepted within the period specified therein or, if no period is specified, within 14 days.
- 3.2. A contract shall be concluded by signature, acceptance in text form, an online order followed by confirmation by NAM, or commencement of the provision of services with the Customer's consent.
- 3.3. Legally relevant notices may be given in text form, in particular by email or through an agreed project or contract platform, unless the law or the Individual Contract requires a stricter form. Oral ancillary agreements must be confirmed in text form.
- 3.4. Employees of the Customer who submit orders, approvals or change requests through the agreed communication channels shall, in relation to NAM, be deemed duly authorised to do so unless the Customer has notified NAM in text form of a different representation arrangement.
- 3.5. Where contracts are concluded electronically, NAM may require separate express confirmations of entrepreneurial status, authority to represent, the GTC and product terms, rights in materials, and other contractually relevant declarations. NAM may record such confirmations together with the user, contract account, organisation, document and declaration version, document hash, and server-side timestamp. Acceptance of a data processing agreement, Order Form, provider allowlist, SLA or other organisation-related contract documents shall be reserved to the account owner or a person expressly authorised to do so.

4. Customer's Duties to Cooperate

- 4.1. The Customer shall provide NAM in due time with all information, decisions, access credentials, test data, content, technical environments, contacts and approvals required for the provision of the services. It shall ensure the cooperation of its employees and of third parties engaged by it.
- 4.2. The Customer shall review the information and materials provided by it for accuracy, completeness, technical suitability and third-party rights. NAM may rely on their accuracy and completeness unless obvious inconsistencies are apparent.
- 4.3. If the Customer delays or fails to provide required cooperation, time limits and deadlines shall be extended appropriately, at least by the duration of the impediment plus a reasonable remobilisation period. Any resulting additional expenditure shall be charged at the agreed rates or, in the absence of agreed rates, at NAM's customary rates.
- 4.4. The Customer shall take appropriate organisational and technical precautions, including up-to-date data backups, secure access controls, malware protection, and a suitable operating and test environment. Unless expressly commissioned, NAM shall not be responsible for IT security or data backup in the Customer's systems.

5. Provision of Services and Third Parties

- 5.1.** NAM shall provide its services in accordance with the state of the art customary for comparable services at the time of performance and with the care customary in the industry.
- 5.2.** NAM may use suitable employees, affiliated companies, independent contractors, and hosting, cloud, AI, rendering, payment, licensing and other subcontractors to provide the services. Where NAM processes personal data on behalf of the Customer, the engagement of further processors shall be governed by the data processing agreement.
- 5.3.** Services may be divided into parts insofar as partial acceptances or partial services are economically reasonable and acceptable for the Customer.
- 5.4.** NAM shall be entitled to make changes required for technical or legal reasons, provided that this does not materially impair the agreed principal function. NAM shall notify the Customer in due time of material changes.

6. Deadlines, Delays and Force Majeure

- 6.1.** Deadlines shall be binding only if expressly designated as binding in the Individual Contract. All other time indications are planning estimates.
- 6.2.** Compliance with binding deadlines is conditional upon the Customer fulfilling its duties to cooperate in due time and making agreed advance payments in due time.
- 6.3.** If NAM is in default with a due service, the Customer shall grant a reasonable grace period, which shall generally be at least 14 days. Withdrawal shall be permitted only with respect to the affected part of the service not yet performed, unless it would be unreasonable to adhere to partial services already performed.
- 6.4.** Events beyond a party's reasonable control, including natural events, epidemics, war, terrorism, industrial disputes, official measures, failures of energy or telecommunications networks, cyberattacks not caused by NAM, and unforeseeable failures of material cloud, hosting, AI or platform providers, shall release the affected party from its obligation to perform for the duration and to the extent of the impediment. If the impediment lasts longer than 60 days, either party may terminate the affected part of the services not yet performed. Services already performed and unavoidable third-party costs shall be remunerated.

7. Changes to the Scope of Services

- 7.1.** Changes and additional requests by the Customer ("Change Requests") shall be owed only if NAM confirms them in text form. Where appropriate, NAM shall inform the Customer of the effects on effort, price, deadlines and technical architecture.
- 7.2.** The review and elaboration of a Change Request may be charged on a time-spent basis unless it is merely insignificant. Until agreement is reached, NAM shall continue working on the basis of the previous scope of services insofar as this is technically and economically reasonable.
- 7.3.** NAM may implement necessary changes without prior approval to avert acute security risks, comply with mandatory law, or prevent substantial damage. NAM shall inform the Customer without undue delay. To the extent that the cause originates within the Customer's sphere, the Customer shall bear the necessary expenditure.

8. Remuneration, Third-Party Costs and Taxes

- 8.1. All prices are net prices exclusive of statutory value-added tax. Unless otherwise agreed, services shall be charged according to the actual time spent at NAM's rates applicable when the order was placed.
- 8.2. Travel time, travel expenses, out-of-pocket expenses, shipping, licence, cloud, hosting, AI, rendering, music, voice talent, stock material, studio and other third-party costs shall be charged additionally unless expressly included in the agreed price. Material third-party costs require the Customer's prior approval unless already stated in the offer.
- 8.3. Cost estimates are non-binding unless expressly designated as a fixed price. If it becomes apparent that a non-binding estimate will be exceeded by more than 15%, NAM shall inform the Customer and agree with it on how to proceed.
- 8.4. In the case of continuing obligations, NAM may adjust prices upon six weeks' prior notice if personnel, infrastructure, licence, energy or third-party provider costs change. An adjustment may be made either by reference to Statistics Austria's Consumer Price Index 2020 or its successor index, or by reference to specifically demonstrable cost changes; the same cost change may not be taken into account twice. Cost reductions shall be taken into account appropriately in accordance with the same criteria. If an increase not based merely on indexation exceeds 10% within twelve months, the Customer may terminate the affected contract before the increase takes effect. Price commitments agreed in the Individual Contract shall take precedence.
- 8.5. Withholding taxes or comparable deductions outside Austria shall be borne by the Customer. Payments shall be made so that NAM receives the full invoice amount, unless mandatory law provides otherwise.

9. Invoicing and Default in Payment

- 9.1. NAM may issue invoices electronically. Unless otherwise agreed, invoices shall be due without deduction within 14 days of the invoice date.
- 9.2. Project services may be invoiced monthly according to progress. NAM may require reasonable advance and instalment payments. Third-party costs and firmly reserved capacities may be invoiced in advance.
- 9.3. In the event of default in payment, the statutory default interest under section 456 UGB shall apply. In addition, the Customer shall reimburse the statutory lump sum for recovery costs under section 458 UGB and any further necessary and reasonable costs of legal enforcement.
- 9.4. In the event of default in payment or justified doubts regarding the Customer's ability to pay, NAM may, following a reminder and reasonable grace period, suspend services and access and require advance payment or security. In the event of an acute risk of insolvency or the opening of insolvency proceedings, mandatory insolvency-law provisions shall apply.
- 9.5. The Customer may set off claims only if they have been finally determined by a court or acknowledged by NAM. Statutory rights of retention in respect of claims arising from the same contractual relationship shall remain unaffected.

10. Term and Termination

- 10.1. Project contracts shall end upon full performance of the agreed services. Continuing obligations shall run for the term agreed in the Individual Contract. Renewal, notice period and billing period shall be governed by the Individual Contract or the product-specific terms.

- 10.2. The right to terminate for good cause shall remain unaffected. Good cause shall exist in particular if the other party, despite a reasonable grace period, breaches a material contractual obligation, a substantial security or legal violation continues, or provision of the services becomes permanently unlawful.
- 10.3. If the Customer terminates a project contract without good cause attributable to NAM, or if performance fails for a reason attributable to the Customer's sphere, the services performed up to that time, binding third-party costs incurred and reserved capacities shall be remunerated. In all other respects, section 1168 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch – "ABGB") shall apply; expenses saved and income earned elsewhere shall be credited.
- 10.4. Provisions which, by their purpose, are intended to survive the end of the contract, including provisions on remuneration, confidentiality, data protection, intellectual property and liability, shall remain in force.

11. Confidentiality and Trade Secrets

- 11.1. Each party shall keep strictly confidential all non-public commercial, technical, creative and organisational information of the other party that is marked as confidential or is to be regarded as confidential in the circumstances, and shall use it exclusively for performance of the contract. Irrespective of any marking, all non-public Customer content and Outputs, access credentials, workspace configurations, raw materials, and non-public project information of the Customer shall constitute confidential information.
- 11.2. This obligation shall not apply to information demonstrably already lawfully known, publicly known without breach of duty, lawfully obtained from third parties, or independently developed. Statutory disclosure obligations shall remain unaffected; to the extent permitted, the other party shall be informed in advance.
- 11.3. Confidential information may be made accessible to employees, advisers and subcontractors insofar as they require it for performance of the contract and are subject to appropriate confidentiality obligations.
- 11.4. The confidentiality obligation shall apply for five years after the end of the contract and, in the case of trade secrets, for as long as they retain their status as trade secrets.

12. Data Protection and Data Security

- 12.1. Each party shall process personal data on its own responsibility in accordance with applicable data protection law. Where NAM processes personal data on behalf of the Customer, the parties shall conclude a data processing agreement pursuant to Article 28 of the General Data Protection Regulation ("GDPR") before processing begins. These GTC do not replace such an agreement.
- 12.2. The Customer shall be responsible for the lawfulness of the collection, use and transmission of personal data provided by it, including the legal basis, transparency information, consents and data-subject rights.
- 12.3. Special categories of personal data, data relating to criminal convictions, professional secrets or other particularly sensitive data may be processed only if this is expressly agreed in the Individual Contract and safeguarded technically and legally. Access credentials, health data or other secrets must not be entered into public or unapproved AI systems unless necessary.
- 12.4. NAM shall implement appropriate technical and organisational security measures for its own services. Absolute security or completely uninterrupted and error-free operation cannot be guaranteed.
- 12.5. NAM shall not use Customer content to train or fine-tune its own general-purpose AI models, or for advertising, references or case studies, unless the Customer has given separate and voluntary consent. External model providers, model routers and platform providers operate their models and infrastructure under their own terms. Depending on the selected function, route, provider plan and endpoint, Customer content may

be stored or logged by them, reviewed for abuse monitoring, processed for service improvement or—where their respective terms permit—also used for training or fine-tuning. NAM cannot categorically exclude this for all external models and routes and shall provide the Customer with available information regarding providers and safeguards. This shall not release NAM from its own statutory obligations or from responsibility for selection, integration and the contractually owed configuration.

13. Rights in Customer Materials and Indemnification

- 13.1.** The Customer shall retain all rights in data, text, images, audio and video files, trademarks, designs, software, prompts, models and other materials provided by it (“Customer Materials”).
- 13.2.** For the term of the contract, the Customer grants NAM the non-exclusive rights required in the relevant territories to provide the services, including the right to technically reproduce, edit and transmit Customer Materials and disclose them to subcontractors engaged.
- 13.3.** The Customer warrants that it possesses or has validly obtained all rights, consents, licences and approvals required for the agreed service in respect of all Customer Materials. This applies in particular to camera footage, images, videos, audio recordings, music, speech, text, graphics, designs, trademarks, software, datasets, prompts, and existing or AI-generated media that are analysed, transcribed, translated, edited, combined, reproduced, communicated to the public, transmitted to providers engaged, or used to generate new or derivative media. Mere possession of a file, public access, acquisition of a data carrier, or availability on the internet does not establish any right of use or adaptation.
- 13.4.** The Customer further warrants that it possesses all necessary personality, data protection, performer, speaker, house, property, access, recording, trademark, design, copyright, confidentiality and exploitation rights in depicted or recorded persons, voices, locations, buildings, interiors, products, packaging, trademarks, designs, works of art and other protected subject matter. The authorisation must cover the agreed purpose, media, territories, period, adaptations, synthetic generation and necessary technical disclosure to providers.
- 13.5.** The Customer must not provide or have Customer Materials processed if the necessary rights are lacking. If rights, consents or approvals subsequently cease to exist or are validly withdrawn, the Customer shall immediately discontinue further use, remove the material from active projects and inform NAM insofar as further processing must be stopped. NAM may request suitable evidence and suspend affected content or functions pending clarification.
- 13.6.** If a third party validly asserts claims against NAM due to unlawful Customer Materials, instructions or use initiated by the Customer, the Customer shall indemnify and hold NAM harmless against the resulting reasonable defence costs and claims finally determined by a court or settled with the Customer’s consent. NAM shall inform the Customer without undue delay, permit it to participate in the defence to the extent legally possible, and shall not make admissions or enter into settlements without its consent. The indemnity shall not apply to the extent that NAM culpably caused the claim.
- 13.7.** Upon account activation, acceptance of amended terms or before use of high-risk functions, NAM may require separate express electronic confirmations regarding clauses 13.3 to 13.5 and may record these together with the user, contract account, document and declaration version, and server-side timestamp. NAM may disable upload, generation and editing functions without the required confirmation.

14. General Provisions on Work Results and Intellectual Property

- 14.1.** NAM's pre-existing software, libraries, models, templates, methods, know-how, designs, workflows, prompts, tools and reusable components ("Background IP") shall remain with NAM or the respective rightsholders.
- 14.2.** Unless otherwise provided in the Individual Contract, following full payment the Customer shall receive a perpetual, non-exclusive, non-transferable and non-sublicensable right to use the work results created for it for the business purpose agreed in the Individual Contract. Use by affiliated companies or commissioned service providers shall be permitted insofar as it occurs exclusively for that business purpose and confidentiality is maintained.
- 14.3.** Exclusive rights, source code, open production files, raw data, training data, intermediate versions, unselected drafts and editable project files shall be owed only if expressly agreed in the Individual Contract.
- 14.4.** Rights shall be granted only upon full payment of the remuneration owed for the respective work result. Until then, the Customer may use the work result exclusively for review and acceptance purposes.
- 14.5.** Mandatory statutory rights, in particular rights relating to the use of computer programs in accordance with their intended purpose, shall remain unaffected.
- 14.6.** NAM may continue to use general know-how, methods, ideas and experience arising in the provision of the services, provided that no Customer Materials, personal data, trade secrets or Customer-specific work results are disclosed.

15. Warranty

- 15.1.** NAM warrants that, at the time of delivery or acceptance, the agreed service substantially conforms to the characteristics expressly agreed. Merely insignificant deviations that do not materially impair the agreed use shall not constitute a defect.
- 15.2.** The Customer shall inspect services without undue delay following delivery and give notice of identifiable defects with a comprehensible description and, where possible, reproduction steps and evidence. Section 377 UGB shall remain applicable insofar as the transaction is a bilateral business transaction concerning goods or services to which that provision applies accordingly.
- 15.3.** The warranty period shall be twelve months from delivery or acceptance. For ongoing SaaS services, the warranty shall apply for the duration of the paid provision in relation to the respective ongoing service owed. Mandatory statutory periods shall remain unaffected.
- 15.4.** In the event of a justified defect, NAM shall first have the right, at its discretion and within a reasonable period, to remedy the defect, provide a defect-free replacement service, or offer an economically equivalent workaround. The Customer may demand a price reduction or rescission of the contract only if remediation has definitively failed, is refused or is unreasonable; rescission requires a defect that is not merely insignificant.
- 15.5.** No warranty shall apply to disruptions or defects caused by unapproved changes, improper use, unsupported systems, deficient Customer data, third-party products, or failure to comply with documentation and security instructions, insofar as NAM is not responsible for such circumstances.
- 15.6.** To the extent legally permissible, the presumption of defectiveness under section 924 ABGB is excluded. The Customer shall prove that a defect existed at the relevant time.

16. Liability

- 16.1.** NAM shall have unlimited liability for damage caused intentionally or by gross negligence, for personal injury, and under mandatory statutory liability provisions.
- 16.2.** In cases of slight negligence, NAM shall be liable only for breach of a material contractual obligation whose performance is essential to the proper performance of the contract and on compliance with which the Customer may typically rely. This liability shall be limited to the damage typically foreseeable when the contract was concluded.
- 16.3.** Liability under clause 16.2 shall be limited, per damaging event and in the aggregate per contract year, to the net remuneration paid by the Customer for the affected contract during the twelve months preceding the damaging event; for project contracts, it shall be limited to the net order value. In all cases, the maximum liability shall be EUR 100,000. An expressly agreed different liability limit or applicable insurance coverage shall take precedence.
- 16.4.** To the extent legally permissible, NAM shall not be liable in cases of slight negligence for loss of profit, loss of anticipated savings, indirect damage, consequential damage or third-party claims.
- 16.5.** In cases of slight negligence, NAM's liability for loss of data shall be limited to the typical restoration costs that would have been incurred had the Customer maintained proper data backups appropriate to the risk. This shall not apply insofar as data backup is expressly a contractual service of NAM.
- 16.6.** NAM shall not be liable for services of independent third-party providers that are not owed as NAM's own services, provided that NAM selected the third-party provider with due care and did not cause the impairment. Where NAM engages a third-party provider to perform its own contractual obligations, liability shall be governed by clauses 16.1 to 16.5; expressly agreed service levels shall remain unaffected. Changes to or failures of external services beyond NAM's reasonable control shall not give rise to liability, provided that NAM has not breached any obligation regarding selection, integration, monitoring or agreed contingency planning. Upon request, NAM's claims against the third-party provider shall be assigned to the Customer to the extent legally possible and reasonable for NAM.
- 16.7.** Exclusions and limitations of liability shall also apply for the benefit of NAM's corporate bodies, employees and vicarious agents.

17. Use as a Reference

- 17.1.** NAM may use the Customer's business name, names, trademarks or logo, the existence of the customer relationship, project descriptions, screenshots, metrics, Customer content or Outputs as a reference, case study, advertising or portfolio content only with the Customer's separate prior consent in text form.
- 17.2.** The consent may specify its scope, media and duration and may be withdrawn with effect for the future. Public release of a project or Output does not replace this consent.

B. SOFTWARE DEVELOPMENT, CONSULTING, SUPPORT AND MAINTENANCE

B

18. Subject Matter of Development Projects

- 18.1. NAM shall owe the functions and characteristics described in the Individual Contract, but not any particular commercial success of the Customer. Consulting, conception, prototyping and agile development may be agreed as services charged on a time-spent basis; creation of a specifically defined work product may be agreed as a work.
- 18.2. In agile development, the scope of services and priorities shall be specified on an ongoing basis by reference to a backlog. Effort estimates are planning estimates. The Customer shall decide on priorities within the agreed budget. A specific total scope shall be owed only where a fixed price and fixed scope have been expressly agreed.
- 18.3. Unless expressly agreed, the services shall not include, in particular, data migration, cleansing of legacy data, accessibility, penetration tests, certifications, high availability, emergency operation, regulatory approvals, 24/7 support, or compatibility with future versions of third-party software.

19. Acceptance

- 19.1. Works capable of acceptance shall be made available to the Customer for acceptance. The Customer shall review them within ten business days and declare acceptance or notify NAM in text form of material, reproducible defects.
- 19.2. Acceptance may not be refused due to insignificant defects. NAM shall remedy material defects within a reasonable period and resubmit the affected parts for acceptance.
- 19.3. The service shall be deemed accepted if, within the review period, the Customer neither declares acceptance nor gives notice of material defects, uses the service in production, or releases it to third parties as completed. When making the service available, NAM shall draw attention to the acceptance period and the consequences of failing to respond.
- 19.4. Partial acceptances shall be permissible where separable parts of the services can be used or reviewed separately.

20. Rights in Software and Source Code

- 20.1. Clause 14 shall apply to custom-developed software. Unless otherwise agreed, the Customer shall receive a perpetual, non-exclusive right to use the delivered software for its own agreed business purpose.
- 20.2. Delivery of source code, build scripts, infrastructure definitions, development documentation, access credentials or repositories shall be owed only if expressly agreed. Unless separately agreed, delivery of source code shall include neither maintenance nor the grant of exclusive rights.

- 20.3. NAM may further develop generic modules, frameworks, connectors, libraries, algorithms, prompts, agent workflows and other reusable components and use them for other customers. Customer-specific data and trade secrets shall not be incorporated.
- 20.4. Third-party software and open-source components are subject to their respective licence terms, which shall take precedence for the affected components. NAM shall use copyleft components that would trigger disclosure or onward-distribution obligations for Customer-specific code only where this is technically customary and compatible with the agreed usage model, or where the Customer consents.

21. Testing, Operation and Interfaces

- 21.1. The Customer shall carry out functional tests using realistic, data-protection-compliant test cases. The service shall not be put into production until released by the Customer, unless NAM has been expressly commissioned to make this decision.
- 21.2. The Customer shall be responsible for its systems, network connections, end devices, user administration and compliance with system requirements.
- 21.3. The functionality and availability of interfaces and third-party products may change. NAM shall inform the Customer of identifiable material changes. Required adaptations shall be remunerated separately unless NAM caused the change or expressly assumed ongoing interface maintenance.

22. Support and Maintenance

- 22.1. Support, maintenance, response times, service hours and on-call availability shall be owed only to the agreed extent. Without a Service Level Agreement, there shall be no entitlement to specific response or recovery times.
- 22.2. Maintenance shall include only the services expressly agreed. New functions and adaptations to changed third-party systems, operating systems, legal requirements or business processes are separate services.
- 22.3. Error reports must contain a comprehensible description, impact, environment and reproduction steps. The Customer shall grant NAM the access required for analysis subject to appropriate security precautions.

C. SAAS, CLOUD, APIS AND AI FUNCTIONS

C

23. Provision and Right of Use

- 23.1. For SaaS, cloud and API services, the Customer shall receive, for the term of the contract, a non-exclusive, non-transferable right to use the agreed service for its own business purposes and within the subscribed scope.
- 23.2. The Customer may provide access only to agreed users. It shall protect access credentials, activate any multi-factor authentication offered, and inform NAM without undue delay of suspected misuse.
- 23.3. The Customer must not use the services unlawfully, circumvent security measures, overload systems, introduce malicious code, perform unauthorised automated extraction, replicate models or services contrary to mandatory law, or make them available to third parties without agreed reseller authorisation. Mandatory statutory rights shall remain unaffected.
- 23.4. Usage limits, storage, credits, API limits, supported formats and fair-use rules shall be set out in the subscribed plan and product-specific terms. Credits included in a MergeMate plan shall be used first, expire at the end of the respective billing period and shall not roll over. Additionally purchased credits shall be used thereafter and, while the account remains active, shall generally have no expiry date. Credits may be reserved when a process is started. If the process fails for technical reasons before an Output is made available, the reservation shall be released in accordance with the system; a technically completed process for which an Output is made available shall consume the stated credits irrespective of the subjective creative assessment. Consumed credits are non-transferable, not redeemable for cash and non-refundable unless mandatory law or an express commitment requires otherwise.

24. Availability, Maintenance and Changes

- 24.1. Specific availability shall be owed only if expressly committed to in a Service Level Agreement. Exclusions shall include scheduled maintenance, emergency maintenance, force majeure, failures attributable to the Customer or public networks, and disruptions of independent third-party providers.
- 24.2. NAM may perform maintenance and shall, where possible, give prior notice of planned material interruptions. Security-critical maintenance may be performed without prior notice.
- 24.3. NAM may further develop, replace or discontinue functions if the principal service to the Customer is substantially maintained. NAM shall provide reasonable advance notice of a material adverse change. If no economically equivalent alternative is available, the Customer may terminate the affected service when the change takes effect; prepaid fees for the unusable remainder of the term shall be refunded pro rata.
- 24.4. Beta, Preview, Lab and Experimental functions are provided “as available” for testing purposes, may be changed or discontinued at any time, and must not be used for business-critical processes unless otherwise agreed.

25. Customer Content, Data Export and Deletion

- 25.1.** The Customer shall retain ownership of its content and data. NAM shall process them only for performance of the contract, security, error analysis, billing and otherwise to the agreed extent.
- 25.2.** The Customer shall be responsible for maintaining its own backup of exportable content. Where the service provides an export function, the Customer shall use it before the end of the contract.
- 25.3.** Following the end of the contract, NAM shall generally retain actively stored Customer content for 30 days for export, where technically available or assisted by support. After this export window expires, active copies shall generally be deleted or anonymised within a further 30 days. Encrypted backups shall generally be overwritten in the regular documented cycle within no more than 90 days. Deviating periods of external providers, statutory retention, billing and security logs, and specifically required legal defence shall remain unaffected and shall be limited in purpose, scope and duration. Complete removal from external provider, search, logging and backup systems may require additional technical processing time.
- 25.4.** To the extent that Regulation (EU) 2023/2854 (Data Act) applies to a service, the Customer's mandatory rights to switch providers, data portability, data access, interoperability and termination shall remain unaffected. Details concerning export formats, transition assistance, periods and permissible charges shall be set out in the Individual Contract or product-specific terms; these must not restrict mandatory requirements of the Data Act.

26. Special Terms for AI and GenAI Functions

- 26.1.** AI and GenAI systems generate results probabilistically. Outputs may be incomplete, inaccurate, factually incorrect, biased, technically defective, or similar to results generated for other users. Unless expressly agreed, NAM shall owe neither uniqueness nor factual accuracy, legal validity, eligibility for protection or fitness for a particular commercial purpose.
- 26.2.** Before use, the Customer shall have AI Outputs reviewed by appropriately qualified persons for accuracy, quality, third-party rights, data protection, labelling obligations and suitability. AI Outputs must not be used without review as the sole basis for decisions concerning persons that have significant legal or factual effects.
- 26.3.** Rights in AI Outputs shall be granted to the Customer only to the extent that such rights arise under applicable law, NAM is entitled to dispose of them, and the terms of third-party providers engaged permit this. No guarantee is given as to copyright protection, registrability as a trademark, exclusivity or freedom from third-party rights.
- 26.4.** The Customer must not input content or initiate uses that are unlawful, deceptive, discriminatory, defamatory, glorify violence, are sexually exploitative or otherwise impermissible, or that infringe third-party rights. In particular, it must not imitate real persons without the necessary consent, use deepfakes to deceive, or unlawfully exploit protected voices, faces, trademarks, works and styles.
- 26.5.** The Customer shall comply with applicable transparency, labelling, documentation and oversight obligations, in particular for synthetic or manipulated image, audio and video content. NAM shall provide agreed technical information insofar as it is available to NAM and its disclosure is legally permissible.
- 26.6.** Unless expressly agreed, the services are not intended for prohibited or high-risk AI applications, biometric identification, social scoring, medical diagnoses, safety-critical controls, or fully automated decisions with significant effects on natural persons. The Customer shall inform NAM before any intended regulated or high-risk use.

- 26.7. Documented models, model routers and third-party services may be used for AI functions. A model name does not necessarily identify the immediate technical contracting party. Retry, routing or fallback mechanisms may use a different provider in the event of technical errors. Where a provider allowlist, region, retention class or confidentiality class is agreed in the Individual Contract or Order Form, a fallback must not leave this boundary without prior transparent selection by an authorised user. Without such a protection profile, NAM may use a functionally suitable alternative route insofar as data protection, security and the principal function are not materially impaired. Customers may process confidential, NDA-protected, personal or other sensitive content only through routes suitable and approved for the specific purpose.
- 26.8. Voices, faces, likenesses, movement data or other identity characteristics of real persons may be provided, cloned, synthesised or used only if the Customer has a sound legal basis and all necessary personality, data protection, performer, speaker and other rights. NAM may request suitable evidence. Deceptive imitation, identity misuse, unauthorised voice cloning, and biometric or other specially regulated applications prohibited by law are forbidden.

27. Suspension of Access

- 27.1. NAM may temporarily suspend access insofar as this is necessary to avert specific security risks, prevent unlawful use, protect other customers, or comply with an official or court order.
- 27.2. NAM shall take the Customer's legitimate interests into account, inform the Customer without undue delay to the extent permitted, and lift the suspension as soon as the grounds cease to apply. If the Customer is responsible for the violation, the resulting expenditure may be charged.

D. MEDIA, MARKETING, FILM AND GENAI PRODUCTIONS

D

28. Scope of Services and Creative Design

- 28.1. The scope, formats, versions, languages, distribution channels, duration of use, territories, revision rounds and deliverables shall be set out in the Individual Contract.
- 28.2. Unless detailed design requirements have been agreed, artistic and technical decisions within the framework of the briefing shall remain with NAM. References, mood boards and AI-generated previews describe a direction but do not guarantee identical implementation.
- 28.3. Treatments, scripts, concepts, previsualisations and tests shall be remunerated separately even if a subsequent production is not commissioned or implemented.
- 28.4. GenAI-based production steps may generate technical deviations, artefacts, inconsistencies and variations. NAM shall perform the agreed quality controls and revision rounds; pixel-perfect reproducibility or complete freedom from errors shall be owed only if expressly committed to.

29. Approvals and Revisions

- 29.1. The Customer shall review concepts, scripts, storyboards, cast, voice talent, music, edits, translations and other approval stages within the agreed period or, if none is agreed, within five business days.
- 29.2. An approval shall be binding. Changes after approval and revisions outside the agreed rounds shall constitute Change Requests and shall be charged on a time-spent basis plus third-party costs.
- 29.3. Silence shall constitute approval only if, when transmitting the relevant item, NAM expressly informed the Customer of the specific approval period and the consequences of silence. NAM may require express approval for legally, substantively or commercially material matters.
- 29.4. NAM shall not be obliged to conduct a legal review of advertising statements, mandatory disclosures, competitions, product promises, music, personality rights, trademark law or competition law unless such review has been expressly commissioned.

30. Filming, Production and Cancellations

- 30.1. The Customer shall ensure timely access to filming locations, products, persons, permits and infrastructure to be provided by the Customer. It shall obtain necessary house, location, personality and other releases unless this has expressly been assigned to NAM.
- 30.2. Weather-related postponements and other production impediments not caused by NAM may result in additional costs. NAM shall inform the Customer without undue delay; unavoidable third-party and remobilisation costs shall be charged.
- 30.3. If a booked person, location or service becomes unavailable at short notice, NAM may, following consultation, use a professionally suitable alternative. If no reasonable alternative is available, the date shall be postponed; clause 6 shall remain unaffected.

- 30.4. In the event of cancellation by the Customer, services performed, non-cancellable third-party costs and reserved capacities shall be remunerated in accordance with clause 10.3. Cancellation fees agreed in the Individual Contract shall take precedence insofar as they appropriately take account of expenses saved.

31. Rights in Media Productions

- 31.1. Following full payment, the Customer shall receive the rights of use expressly specified in the Individual Contract for the agreed media, purposes, territories and periods. In the absence of an express provision, clause 14.2 shall apply.
- 31.2. Third-party rights, in particular rights in music, stock material, fonts, and services of performers, speakers, artists, models, locations and AI providers, shall be granted only to the extent actually acquired. Extensions, renewals and buyouts must be commissioned and remunerated separately.
- 31.3. Raw material, unused takes, project files, open editing, compositing, 3D, audio and graphics files, prompts, seeds, workflows and intermediate versions shall not be owed unless expressly agreed as deliverables.
- 31.4. The Customer shall make required notifications to collecting societies and media authorities and shall bear the resulting fees unless this has expressly been assigned to NAM.
- 31.5. NAM may continue to use unselected general ideas, methods and design elements. Confidential information and clearly Customer-specific concepts shall not be exploited for third parties.

32. Retention of Production Data

- 32.1. This clause applies to separately commissioned media, film and GenAI production projects outside ongoing SaaS data storage. In the absence of a separate archiving agreement, NAM shall retain their final delivery files and project-related production data for six months after the final invoice. Data may then be deleted. Clause 25 and the relevant product description shall take precedence for MergeMate SaaS data.
- 32.2. Long-term archiving, restoration from backups, data migration or renewed output shall be owed only if expressly agreed and may be charged separately.

E. FINAL PROVISIONS

E

33. Compliance and Export Control

- 33.1. Both parties shall comply with the laws applicable to them, in particular those relating to anti-corruption, sanctions, export control, data protection, copyright and AI use.
- 33.2. The Customer shall not use services in sanctioned territories, for sanctioned persons, or for prohibited military, surveillance-related or human-rights-infringing purposes. NAM may refuse or suspend services insofar as necessary to comply with mandatory requirements.

34. Assignment and Transfer of Contract

- 34.1. The Customer may transfer rights and obligations under the contract only with NAM's prior consent; such consent may not be unreasonably withheld. The assignment of monetary claims shall remain permissible to the extent mandatorily provided by law.
- 34.2. NAM may transfer the contract to an affiliated company or a legal successor to the affected business division, provided that performance of the contract and the Customer's legitimate interests are not impaired. NAM shall inform the Customer in advance.

35. Amendments to these GTC

- 35.1. New contracts shall be governed by the version incorporated when the contract is concluded.
- 35.2. In the case of continuing obligations, NAM may amend these GTC for an objective reason, in particular due to changes in law, security requirements, new technologies or changes to the service, by giving at least six weeks' prior notice. The amendment must not shift the contractual balance unreasonably to the Customer's detriment.
- 35.3. In the event of a material adverse amendment, the Customer may terminate the affected contract before the amendment takes effect. NAM shall draw attention to this right in the amendment notice. Changes to the principal service and price shall be governed by the Individual Contract and clause 8.4.

36. Final Clauses

- 36.1. Austrian law shall apply, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods.
- 36.2. The place of performance shall be 6850 Dornbirn, Austria.
- 36.3. To the extent legally permissible, the court having subject-matter jurisdiction for 6850 Dornbirn shall have exclusive jurisdiction over all disputes arising out of or in connection with the contract. NAM may also bring proceedings against the Customer at the Customer's general place of jurisdiction.
- 36.4. If individual provisions are invalid or unenforceable, the remainder of the contract shall remain effective. An invalid provision shall not automatically be replaced by a substitute provision stipulated by NAM; instead, the statutory provisions shall apply. The parties shall agree on a permissible provision that comes as close

as possible to the economic purpose.

36.5. Headings are for convenience only. The German version shall prevail; this translation is provided for information only unless expressly agreed otherwise.