



General Terms and Conditions

bridge Software as a Service (SaaS)

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Bridge ITS GmbH, Dresden

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1. General

1.1 Services

Under this Agreement, Bridge ITS GmbH (hereinafter "Bridge ITS") supplies service providers primarily from the areas of financial- and insurance consulting and insurance sales with web-based services via a Software as a Service ("bridge") for the purpose of advising their customers ("End Customers"). End Customers may be consumers within the meaning of § 13 of the German Civil Code or businesses. Bridge ITS provides these services exclusively to the service providers, and in particular does not provide consulting services to consumers.

It specifically supports:

- Planning, execution and evaluation of on-site as well as online consultations
- Virtual conference rooms for several participants (service providers and one or more End Customers) for communication purposes
- Visual presentations as guides to consulting
- Documentation of consultations

Optional additional services are available depending on the functional scope selected, e.g. management of information contributed/collected by End Customers (customer information), audio recording of consultations including transfer to a recording archive determined by the Service Provider, AI-supported transcription of the conversation and automated summarization of the course of the conversation, collection of electronic signatures, dispatch of SMS messages, the connection of an account information service, and the preparation of financial analyses and expert reports in accordance with DIN 77230 involving a third party engaged for that purpose. These services are not part of the basic scope; their use requires the respective activation for the Service Provider's account.

1.2 Right of Use

Bridge ITS grants the contractual partner under these GTCs (the "Service Provider"; referred to as the "Client" in the Data Processing Agreement and as the "consulting service provider" in the privacy notice), subject to the details of the tariff model

selected by the Service Provider, a simple, non-exclusive, non-transferable, non-sublicensable right to use bridge on the terms described below, restricted in accordance with Section 1.4 and limited to the duration of the agreed term in the User Agreement. A transfer of rights to software (including source code), in particular to the software that technically enables the execution of bridge as a web service, is not part of the contract.

1.3 Data Storage

Subject to the details of the tariff model, Bridge ITS provides storage space on central servers. Data generated for the Service Provider as well as data entered and processed by the Service Provider can be stored on these servers. bridge offers the Service Provider the option to export and store data entered by the Service Provider (consultation data, user requested data) from the system.

Archiving of data in accordance with the retention periods under commercial and tax law is not included in the scope of services; it is the responsibility of the Service Provider to export and save the data saved to bridge by the Service Provider at the end of the contract with bridge.

1.4 User Account

Use of bridge by the Service Provider and the persons acting for it requires registration of an account for each natural person who uses bridge (including, if applicable, only individual functions) ("User Account"). This User Account may only be operated by the one natural person in whose name the account is registered. No User Account is required for End Customers to take part in a consultation, to book an appointment or to complete the forms provided by the Service Provider; in those cases access is granted through a time-limited access link or a session identifier.

1.5 Sub-Accounts

Bridge ITS may enable the Service Provider to set up subordinate accounts (sub-accounts). The Service Provider remains the sole contractual partner of Bridge ITS for all sub-accounts and is answerable for compliance with this contract by the users of the sub-accounts as for its own conduct. Where the Service Provider accesses users and data of the sub-accounts through an interface or through

automated user provisioning, it is also responsible under data protection law for being entitled to do so.

1.6 Accessibility

Bridge ITS designs the areas of bridge that are accessible to consumers — in particular the consultation room and the public appointment booking — in accordance with the requirements of the German Accessibility Strengthening Act (Barrierefreiheitsstärkungsgesetz). The benchmark is EN 301 549 in conjunction with the Web Content Accessibility Guidelines (WCAG) 2.1, conformance level AA. The accessibility statement, including the restrictions that still exist, is available at <https://bridge-beraten.de/barrierefreiheit/>. Barriers can be reported directly to barrierefreiheit@bridge-systems.com.

2. Online Registration, Service Options, Contract Conclusion, Protection of Access Credentials by the Service Provider

The registration of a user account for bridge takes place by submitting an online form ("Online Form"). Instead of setting a password, the registering person may identify themselves through an external sign-in service (OAuth/OpenID Connect); the selection of the service options and the acceptance of these GTC likewise take place through the Online Form in that case.

Within the scope of this registration, certain service options may be selected (for example, service package, payment model, terms).

The submission of this registration form is considered an offer to conclude a contract under the terms of these GTC. Bridge ITS will confirm the conclusion of the contract via email.

Further user accounts within an existing account of the Service Provider are not created through the Online Form but by an account administrator of the Service Provider, through a sign-in service of the Service Provider's own, or through its automated user provisioning (SCIM). No separate contract with Bridge ITS arises as a result; the provisions of this Agreement, including Section 1.4, apply to those user accounts.

Where the Service Provider processes personal data via bridge for which it is the controller under data protection law, the Data Processing Agreement of Bridge ITS applies in addition, in the version in force at the time the contract is concluded. The Service Provider confirms it during online registration; it becomes part of the contract upon conclusion of the contract. A data processing agreement individually agreed between the parties and signed by both parties takes precedence. These GTC, together with the service options selected during online registration, constitute the usage agreement referred to in the Data Processing Agreement as the "Main Contract".

The access data, including the password, must be kept secret by the service provider and must be protected against unauthorized access by third parties. If there is a suspicion that unauthorized third parties have gained or will gain access to the service provider's login data, the service provider must change the login data and inform Bridge ITS without undue delay.

3. Legal Requirements or Other Obligations for the Service Provider

If there are legal or other requirements for the service provider to perform consultation services, including the use of bridge, in particular with regard to consumers, the fulfillment of these legal or other requirements shall be the exclusive responsibility of the Service Provider. This applies in particular to occupational regulations; regulations of the Federal Financial Supervisory Authority ("BaFin"); regulations of the Distance Selling Act, the Teleservices Act; regulations of the Tax Act and the Price Indication Ordinance; regulations on the retention of documents and other data; requirements in electronic business transactions; and data protection regulations.

4. Responsibilities of the Service Provider Concerning Content; Indemnification of Bridge ITS

The Service Provider is the sole entity responsible for all content that the Service Provider stores in bridge (documents, guides, etc.). Bridge ITS is not obligated to check the content of the service provider for legal violations.

In particular, in connection with a utilization of bridge, no content may be conveyed or files may be posted that violate legal prohibitions or morality (in particular, no pornographic, anti-constitutional or discriminatory content) or violate the rights of third parties (in particular, personal rights, trademark rights, rights to a name, and copyrights).

Should claims be asserted against Bridge ITS as a third party or contributory interferer on account of unlawful content culpably provided or culpably used by the Service Provider (e.g. for injunction, revocation, correction, damages, etc.), the Service Provider is obliged to indemnify Bridge ITS against all costs arising as a result. Bridge ITS will notify the Service Provider of such a claim without undue delay, leave the defence to it and make no admission and no settlement without its consent; the Service Provider is in turn obliged to support Bridge ITS in the defence. The indemnity does not apply to the extent that Bridge ITS is itself responsible for the claim.

5. Provision, Availability, Technical Requirements, Data Backup for the Term of Agreement

5.1 Standard Operation and Maintenance

bridge is made available for use on cloud infrastructure with data centers within the European Union. This takes place either via a Cloud Solution Provider which procures the cloud infrastructure of an operator, or — for individual, separately agreed installations — directly via a hosting provider; both are referred to uniformly below as the "Hoster". The Hoster used for the respective contractual relationship is

set out in Annex 1 of the data processing agreement. Periodically, availability may be limited – in particular due to necessary maintenance or for security-related reasons (within the scope of responsibility of the Hoster or Bridge ITS). Bridge ITS shall inform the Service Provider about the planned maintenance work and its scope in a timely manner, and/or about the expected duration of the restricted availability through a notice visible to Users logged into the system. Subject to these limitations of availability, bridge shall provide Users with an availability of at least 97.5% p. a.

5.2 Technical Requirements for the Service Provider's System

Access to bridge depends on the technical equipment available to the Service Provider, as well as on data transmission via the Internet, for which Bridge ITS assumes no responsibility.

5.3 Force Majeure

In the event that bridge is unavailable due to unforeseen events such as force majeure, war, labor disputes, natural disasters and other events beyond the control of Bridge ITS, and for which Bridge ITS bears no responsibility, Bridge ITS will be released from its contractual obligations for the duration of the disruption, and to the extent of its effect. Should such an event occur, both Bridge ITS and the Service Provider are obligated to adjust their mutual obligations to the changed circumstances in good faith.

5.4 Data Backup

Bridge ITS will back up database content and related files on a continuous daily basis during the term of the Agreement. This includes, but is not limited to, consultation content (guides, slides, uploaded documents), consultation protocols, requested personal information from End Customers, personal information about the Service Provider, and statistical data. Bridge ITS will engage the Hoster for this purpose, as required. With regard to the deletion of data after the end of the Agreement term, please refer to section 8.5.

6. Anti-Spam Policy

bridge provides users with an e-mail function that can be used to send content such as appointment confirmations, consultation documents or documents to end customers. To ensure that this function can be used safely and reliably, the following principles apply:

6.1 What is permitted

- Sending messages that are necessary to prepare, conduct and follow up a consultation, in particular appointment requests, appointment confirmations and reminders, invitations to online consultations, consultation documents, evaluations, documents and requests for an electronic signature.
- Sending advertising exclusively to recipients who have given their prior express consent (§ 7(2) no. 2 UWG), or under the cumulative conditions of § 7(3) UWG. The latter require that the Service Provider obtained the email address in connection with the sale of goods or services, that advertising relates exclusively to its own similar goods or services, that the recipient has not objected, and that the recipient is informed clearly and unambiguously, both when the address is collected and on each use, of the right to object at any time free of charge.

6.2 What is not permitted

- The sending of mass emails or newsletters via the software.
- Sending advertising where none of the conditions set out in clause 6.1 is met. A mere legitimate interest of the Service Provider is not sufficient for this purpose.
- Using the email function for purposes that violate applicable law, in particular the GDPR and the UWG.

Compliance with these conditions is the sole responsibility of the Service Provider; it is answerable for the content and the lawfulness of the messages sent via bridge.

6.3 Technical protective measures

- To protect against misuse, we limit the number of recipients per message and the number of emails that can be sent per User Account and calendar day. The

limits can be configured per account and per user; absent a differing setting, five recipients per message and 25 recipients for invitations to online consultations apply, and 50 messages per User Account and calendar day. During a free trial period, lower limits apply (one recipient per message, three recipients per invitation, five messages per calendar day).

- Conspicuous usage patterns — in particular a sudden rise in sending volume, accumulated delivery failures or complaints from recipients — may lead to a restriction of email sending in accordance with clause 6.4.

6.4 Consequences of violation

If the Service Provider violates this policy, Bridge ITS will request it in text form, stating the specific violation, to remedy it within a reasonable period. If the Service Provider fails to do so, Bridge ITS may restrict email sending for the User Account concerned.

Bridge ITS may restrict email sending without a prior request where this is necessary to avert an immediate risk to operations, to the deliverability of messages sent via bridge, or to the rights of third parties. In that case Bridge ITS will inform the Service Provider without undue delay in text form of the measure and its reason and give it an opportunity to comment.

A restriction is lifted as soon as its reason has ceased to apply. The entire User Account will be blocked for a violation of this policy only in the case of a serious violation continued despite a request to remedy it, and only for as long as it continues. The fee ceases to apply for the duration of a restriction imposed by Bridge ITS, to the extent that the Service Provider cannot use the service as a result and is not responsible for the restriction. The right to terminate for cause remains unaffected.

7. Charges for the Use of bridge

7.1 Fees, Due Dates

The Service Provider is obliged to pay Bridge ITS a compensation in the amount of the Service Package selected in the course of the registration in accordance with Section 2. The fee shall be due at the selected payment interval (monthly or

annually) at the beginning of each new subscription period of the fee-based contract term. The payment term within which the fee that has fallen due must be paid is governed by Section 7.3.

7.2 Payment Service Provider

The Service Provider authorizes Bridge ITS to collect any fees in connection with the Agreement after the due date from the Service Provider, through a third-party Payment Service Provider to be determined by Bridge ITS, in accordance with the payment method specified by the Service Provider. Bridge ITS is authorized to transfer the necessary payment data to the Payment Service Provider and to have them processed by the Payment Service Provider. Where collection is made by SEPA direct debit, Bridge ITS makes the invoice available to the Service Provider before the debit. By way of derogation from the statutory standard period, the parties agree to shorten the period for the pre-notification; it is given at the latest on the day of the debit. Collection takes place irrespective of the payment term under Section 7.3; that term determines only when default occurs.

Bridge ITS uses the payment service providers named below to process payments. A separate legal relationship may arise between the Service Provider and the payment service provider under the latter's terms; the version of those terms in force from time to time is available at the addresses given. Those terms do not become part of the contract between the Service Provider and Bridge ITS. The privacy information of the payment service providers is not a contractual term but mandatory information provided by the respective provider; it is available at the same addresses.

Stripe Payments Europe, Limited

The One Building
1 Grand Canal Street Lower
Dublin 2
Co. Dublin
Ireland

Stripe's terms and privacy information may be viewed at <https://stripe.com/en-de/legal>

PayPal (Europe) S.à r.l. et Cie, S.C.A.

22-24 Boulevard Royal
L-2449 Luxembourg

The terms and privacy information of PayPal can be viewed at:

- Terms: https://www.paypal.com/de/webapps/mpp/ua/legalhub-full?locale.x=de_DE
- Privacy information: https://www.paypal.com/de/webapps/mpp/ua/privacy-full?locale.x=de_DE

7.3 Default of Payment

If the Service Provider does not pay the fee due by the end of the agreed payment term, it is in default without further reminder (§ 286(2) no. 1 BGB). Unless a different payment term was agreed at registration, the term is 14 days from the invoice date.

Upon default, Bridge ITS is entitled to restrict access to bridge to read access for as long as the arrears persist. In that state the Service Provider can still view and export the stored data; starting consultations, sending documents and creating or changing customer data are not possible. Bridge ITS will inform the Service Provider of the restriction in text form.

The restriction is lifted without undue delay as soon as the arrears have been settled. The fee remains payable for the duration of the restriction. Further statutory rights of Bridge ITS, in particular the defence of non-performance of the contract (§ 320 BGB) and the right to terminate for cause, remain unaffected.

8. Term and Cancellation

8.1 Term and Cancellation

The term as defined in this Agreement commences with the formation of the Agreement. The Agreement runs initially for the period selected at registration in accordance with Section 2 (month or year). It is extended by the same period in each case unless it is terminated beforehand in accordance with the following paragraph.

In the absence of individual stipulations in the contract, both contracting parties are entitled to terminate the contract by regular notice. The notice period is one month to the end of the period then running. In the event of termination within the notice period, the Agreement ends on expiry of the period then running.

The right to terminate for just cause remains unaffected.

8.2 Formality and Delivery of a Termination Notice

Any termination of this Agreement must be made online via the user account or in text form.

8.3 Switching to Another Provider

The Service Provider may at any time request to switch to a data processing service of another provider or to its own IT infrastructure. The notice period for initiating the switching process is at most two months; it applies irrespective of any minimum or fixed term agreed under Section 8.1. The obligation to pay the fee for the agreed remaining term remains unaffected.

A transitional period of 30 calendar days begins upon receipt of the switching request. During that period the Agreement continues in force and Bridge ITS provides the Service Provider and the third parties it designates with reasonable assistance with the switch, maintains business continuity, informs the Service Provider of continuity risks known to it, and maintains the agreed level of security throughout the transfer.

The Service Provider may extend the transitional period once by a period it considers appropriate. If the switch is technically unfeasible within 30 calendar days, Bridge ITS will inform the Service Provider of this within 14 working days of receipt of the switching request, giving adequate reasons, and will extend the transitional period by up to seven months.

After expiry of the transitional period, the Service Provider's exportable data and digital assets remain available for retrieval for a retrieval period of at least 30 calendar days; Bridge ITS retains them during that period while maintaining the agreed level of security.

Making available and exporting the exportable data and digital assets in the course of a switch and during the retrieval period are free of charge.

The Agreement is deemed terminated upon the successful completion of the switching process or, where the Service Provider does not wish to switch but to have its exportable data and digital assets deleted, upon expiry of the notice period. Bridge ITS confirms the termination to the Service Provider in text form.

Bridge ITS will inform the Service Provider on request which categories of data are portable and in which formats they are made available.

8.4 Data Backup Request

Irrespective of Section 8.3, the Service Provider may request the backup and provision of its data stored by bridge from Bridge ITS in text form. The request is possible until expiry of the retrieval period under Section 8.3. Bridge ITS provides the copy within 20 working days of the request in a commonly used, structured and machine-readable format. For a compilation prepared individually beyond the exportable data, Bridge ITS may charge the effort required for this; making the exportable data available itself remains free of charge.

8.5 Deletion of Data after the End of the Agreement

Bridge ITS deletes all of the Service Provider's data stored in connection with this Agreement by or on behalf of Bridge ITS (including electronic correspondence, customer data, and Service Provider documents) after expiry of the retrieval period under Section 8.3 and after a request under Section 8.4 has been fulfilled. No deletion takes place before expiry of the retrieval period unless the Service Provider expressly requests deletion or has chosen it under paragraph 2; in that case Bridge ITS deletes in accordance with its choice.

On termination, the Service Provider chooses whether the customer data it has stored in bridge are deleted when the termination takes effect, after a period it determines, or not at first; it makes this choice in the termination form of the User Account. If it makes no choice, the customer data are deleted three months after the termination takes effect. Where the Service Provider chooses continued retention, the provisions of the data processing agreement continue to apply for its

duration (Section 10.3 of the data processing agreement); it may request deletion at any time.

Where such data are personal data for which the Service Provider is the controller, deletion is governed by the data processing agreement; the provisions of that agreement take precedence in this respect. Retention beyond the end of the Agreement takes place only where Bridge ITS is required by law to continue storing the data or where the data processing agreement permits it (documentation evidencing proper processing under Section 10.4 of the data processing agreement).

Bridge ITS points out that the Service Provider may be subject to its own statutory obligations to retain records — besides commercial and tax law obligations, in particular supervisory and trade law obligations — and that it should therefore make its own backup of its data in good time or request one under Section 8.4.

9. Liability

Bridge ITS shall be liable without limitation for intent and gross negligence, for culpably caused injury to life, body or health, in cases of mandatory statutory liability, in particular under the German Product Liability Act (Produkthaftungsgesetz), and to the extent of a guarantee assumed by Bridge ITS.

In all other respects, the liability of Bridge ITS to pay damages shall be limited as follows:

- For the slightly negligent breach of essential contractual obligations, Bridge ITS shall be liable in amount limited to the foreseeable damage typical for this type of contract at the time the contract was concluded. Essential contractual obligations are those obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Service Provider may regularly rely.
- Bridge ITS is not liable for the slightly negligent breach of non-essential contractual obligations.

The strict liability of Bridge ITS under § 536a(1) alt. 1 BGB for defects already present at the time the contract was concluded is excluded; liability under the preceding paragraphs remains unaffected.

The above limitations of liability shall also apply in favour of the legal representatives, employees and vicarious agents of Bridge ITS. The above provisions do not entail any change in the burden of proof to the detriment of the Service Provider.

9.1 Defects

The Service Provider notifies Bridge ITS of defects in bridge in text form without undue delay after discovering them and describes them precisely enough for Bridge ITS to reproduce them. Bridge ITS remedies a defect within a reasonable period; it may also do so by providing a reasonable workaround, provided that this does not materially impair use.

10. Contractual Parties

The Contractual Partners shall not establish a company. This Agreement is not a contract for the benefit of third parties (§ 328 BGB). Neither of the Contracting Parties shall be entitled to make any declarations and/or undertakings on behalf of the other Contracting Party without that party's prior consent in text form, or to bind the other Contracting Party with respect to the End Customer.

11. Final Provisions

11.1 Scope and Amendments to these GTCs

Bridge ITS provides services based exclusively on these General Terms and Conditions ("GTC") and hereby objects to the inclusion of any general terms and conditions set forth by the Service Provider.

Bridge ITS may amend these GTC with effect for the future to the extent that this is necessary to adapt them to a changed legal situation, to supreme court case law, to official requirements or to a further development of the technical or operational framework, and provided that the amendment does not unreasonably disadvantage the Service Provider. Amendments to the fee and to the agreed scope of services are not covered by this; they require the express consent of the Service Provider.

Bridge ITS will communicate the amended GTC to the Service Provider in text form at the latest six weeks before their entry into force, identifying the amendments and pointing out the period and the legal consequences. If the Service Provider does not object in text form within four weeks of receipt, the amended GTC enter into force. If the Service Provider objects, the contract continues on the previous terms; in that case either party may terminate the contract with one month's notice to the end of a month. The Service Provider may in addition terminate the contract without notice on account of the amendment up to the time it enters into force.

11.2 Priority of Individual Agreements, Promotion Codes

Individual agreements made between the parties take precedence over these GTC in every case, irrespective of the form in which they were made (§ 305b BGB). This applies in particular to the service options selected within the framework of the online form pursuant to Section 2 and to promotion codes, including the special terms of the respective promotion communicated by Bridge ITS to the Service Provider in text form prior to the conclusion of the Agreement, if applicable limited to a duration of the respective promotion communicated to that extent.

11.3 Further Provisions

The Service Provider may set off against claims of Bridge ITS only with counterclaims that are undisputed or have been finally determined by a court; it is entitled to a right of retention only in respect of counterclaims arising from the same contractual relationship.

Transfer of this Agreement to a third party requires the consent of the other party; consent may be withheld only for good cause. In the case of universal succession and of a transfer to an affiliated company, notification in text form is sufficient.

Bridge ITS indemnifies the Service Provider against claims asserted by third parties against the Service Provider on account of an infringement of intellectual property rights through the contractual use of bridge, and bears the costs of the legal defence. This is conditional on the Service Provider notifying Bridge ITS of the claim without undue delay, leaving the defence to it and making no admission and no settlement without its consent.

Bridge ITS may name the Service Provider as a reference customer only with its prior consent in text form; the Service Provider may revoke consent at any time with effect for the future.

11.4 Form, Jurisdiction, Contract Language

Where these GTC require written form, text form (§ 126b BGB) is sufficient, in particular email; a handwritten signature is not required.

The GTC and the legal relationship between the Service Provider and Bridge ITS are governed by the laws of the Federal Republic of Germany, excluding international provisions on conflict of laws. To the extent permitted by law, the Regional Court of Dresden shall have exclusive jurisdiction over any disputes arising in connection with this Agreement.

These GTC are made available in German and in English. The German version prevails; the English version is provided for information.