

# General Terms and Conditions

Contractual Terms of Zirkel Technologies GmbH  
for Consulting and Development Services  
as well as Cloud Applications

**As of:** January 2026

**Applicability:** B2B / Entrepreneurs

**Place of Jurisdiction:** Frankfurt am Main

# Part A — Consulting and Development Services

*General Terms and Conditions for Consulting and Development Services of Zirkel Technologies GmbH ("ZirkelTech"). These terms apply exclusively to enterprises, legal entities under public law, and special funds under public law.*

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## §1 Scope of Application

1.1 The following terms apply to all current and future offers made by us to and contracts concluded by us with enterprises (§14 BGB), legal entities under public law, or special funds under public law (hereinafter: "Customer"). Any general terms and conditions of the Customer shall only become part of the contract to the extent that we have expressly agreed to their applicability.

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## §2 Conclusion of Contract

2.1 Unless otherwise stated, our offers are non-binding; a contract is only concluded upon issuance of our written order confirmation or by our commencing performance of the order with the Customer's knowledge. The content of the contract is determined solely by our order confirmation. Amendments and supplements to the contract require our written confirmation.

2.2 We are entitled to engage third parties for the performance of our contractual obligations.

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## §3 Modification of Services

3.1 If the Customer wishes to modify or adjust the services in a manner deviating from the original offer, the Customer must submit such request in writing. We will inform the Customer whether and, if applicable, under what conditions we accept and implement the modification.

3.2 We reserve the right to make changes to illustrations, descriptions, drawings, weight, dimensional, and other specifications in our brochures, price lists, catalogues, our website, and our offer, provided the object of delivery and/or service is not materially altered or its quality is improved and the changes are reasonable for the Customer.

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## §4 Customer's Duty to Cooperate

4.1 The Customer undertakes to provide us with all documents necessary for the execution of the order in a timely manner and to inform us of all processes and circumstances that may be relevant for the execution of the order. Upon request, Customer information shall be provided in writing, or oral information already given shall be confirmed in writing.

4.2 The Customer warrants that all software products and data carriers handed over to us have been checked for viruses or similar harmful programs using virus protection software that is current at the time of handover.

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## §5 Prices and Payment Terms

5.1 All prices are exclusive of statutory value added tax. Unless otherwise agreed in writing, the price list valid at the time of contract conclusion shall apply.

5.2 Third-party services and additional services not included in the price list or offer shall be invoiced separately.

5.3 Unless the contract provides otherwise, remuneration is due without any deduction upon delivery or performance. The Customer shall be in default 10 calendar days after delivery or performance without the need for a reminder.

5.4 In the case of monthly licence fees, remuneration is due net without deduction plus any applicable VAT in advance, no later than the 3rd business day of each month.

5.5 In the event of a material deterioration in the Customer's financial circumstances, we are entitled to withdraw from the contract and may declare our entire claim immediately due.

5.6 Set-off against counter-claims of the Customer or retention of payments is only permissible insofar as the counter-claims are undisputed or have been established by final court judgment.

5.7 If performance is rendered more than 6 months after contract conclusion for reasons not attributable to us, we may adjust the price up to the list price applicable on the day of performance.

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## §6 Deadlines, Time Limits, and Impediments to Performance

6.1 Delivery and performance dates are based on agreements made on a case-by-case basis. A delivery deadline is met when the delivery item has been handed over for transport or readiness for dispatch has been established and communicated, or when the software solution has been made accessible to the Customer.

6.2 If we are unable to meet the agreed delivery or performance date due to impediments beyond our control (operational disruptions, strikes, lockouts, pandemics, epidemics, energy supply difficulties, delayed self-supply, problems with third-party products, etc.), we will inform the Customer without delay. The Customer is not entitled to withdraw in such cases.

6.3 If it is not foreseeable that we can render our services within a reasonable period, but no later than within 4 months, both contracting parties are entitled to withdraw.

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## §7 Delivery, Transfer of Risk, Acceptance

7.1 In the case of delivery (e.g. hardware), delivery is EXW Frankfurt am Main (Incoterms 2020). If the Customer is in default of acceptance, risk passes upon notification of readiness for dispatch.

7.2 Partial deliveries are permissible if the partial delivery is usable for the Customer and does not result in significant additional effort or costs.

7.3 Services are deemed accepted when we have notified readiness for acceptance and: (a) the Customer does not declare acceptance or refuse acceptance specifying defects within four weeks; (b) the Customer has made the application accessible to third parties for four weeks; or (c) the Customer has used the services productively for

four weeks.

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## §8 Defect Claims

**8.1** If our deliveries or services prove defective, we are initially obliged to remedy the defects at our discretion by eliminating the defect or providing a replacement delivery.

**8.2** We bear the expenses required for supplementary performance, except where the delivery item is located at a place other than the place of intended use.

**8.3** We are entitled to make supplementary performance conditional upon payment of the purchase price due.

**8.4** The limitation period for defect claims is — except in cases of fraudulent intent — 12 months from delivery or acceptance.

**8.5–8.6** In the case of defective third-party products, we are entitled to assign our warranty claims. Defect claims are excluded in the event of unauthorised modifications by the Customer.

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## §9 Liability

**9.1** We are liable in accordance with statutory provisions for culpable breach of our material contractual obligations. In the case of slight negligence, we are only liable for the typically foreseeable damage.

**9.2** In all other respects, we are liable in cases of intent or gross negligence, assumption of a guarantee, and for personal injury in accordance with statutory provisions.

**9.3** Liability under the Product Liability Act remains unaffected.

**9.5** In the case of data loss caused by slight negligence, we are only liable for damage that would have occurred even with proper data backup.

**9.7** Otherwise, claims for damages arising from breaches of duty against us are excluded.

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## §10 Rights of Use

**10.1** We grant the Customer a simple right of use pursuant to §31(2) UrhG (German Copyright Act).

**10.2** Services may contain open source software or third-party software. In this regard, the rights of use are governed by the applicable licence terms.

**10.3** The right of use expires in the event of default of payment and is reinstated upon subsequent payment.

**10.4–10.5** Granting rights to third parties requires written consent. Obligation to provide information upon request.

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## §11 Retention of Title

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11.1 We retain title to delivered tangible items until full payment of all claims arising from the business relationship.

11.2 The Customer is obliged to store, label, and insure the goods subject to retention of title separately.

11.3 In the event of third-party access to the retained property, immediate notification is required.

11.4 Over-collateralisation: release at the Customer's request if the value of the security rights exceeds the secured claims by more than 10%.

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## §12 Third-Party Rights

12.1–12.2 In the event of intellectual property or copyright infringement: modification of the service or acquisition of usage rights at our discretion. If neither is possible: right of withdrawal.

12.3 Obligations only exist upon immediate written notification and provided the infringement is not based on materials supplied by the Customer.

12.4 The Customer shall indemnify us against third-party claims based on materials supplied by the Customer.

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## §13 Copyright Notices

13.1 The Customer shall retain all protective notices, copyright notices, and other legal reservations unchanged. This applies in particular to references to the authors contained in the programme code.

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## §14 Customer's Obligation to Back Up Data

14.1 The Customer is obliged to adequately protect itself against data loss. Before new installation or modification of installed software, the Customer must back up data to prevent data loss.

14.2 In the case of software rental, the Customer is obliged to secure the software and access data by appropriate measures against access by unauthorised third parties.

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## §15 Drawings, Designs, and Other Documents

15.1 Drawings, designs, calculations, and other documents provided by us remain our property and must be returned after execution of the order.

15.2 For deliveries based on drawings or specifications of the Customer, the Customer shall indemnify us against third-party intellectual property claims.

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## §16 Information and Technical Advice

**16.1** Our information and recommendations are provided without obligation and with exclusion of any liability, unless we have expressly and in writing committed to providing them. Our information does not constitute a guarantee of quality or characteristics.

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## §17 Confidentiality, Data Protection

**17.1** The Customer is obliged to treat all information obtained in connection with the performance of the contract as confidential, not to use it for its own or third-party purposes outside this contract, and not to make it accessible to third parties.

**17.2** The obligation does not apply to already known information, publicly known information, information received from authorised third parties, or in the case of statutory disclosure obligations. §5 GeschGehG (German Trade Secrets Act) remains unaffected.

**17.3** We will process the Customer's data required in the course of contract initiation and execution in compliance with statutory provisions.

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## §18 Final Provisions

**18.1** Amendments and supplements to this contract require written form. Oral side agreements, including those on the waiver of the written form requirement, are invalid.

**18.2** German law applies to this contract. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

**18.3** The place of performance for all obligations of both contracting parties is our registered office.

**18.4** The place of jurisdiction for all disputes in connection with this contract is Frankfurt am Main. We additionally have the option to have all disputes arising from the business relationship with the Customer finally decided by one or more arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) at the place of arbitration Frankfurt.

**18.5** Should provisions of these General Terms and Conditions be or become wholly or partially invalid, the validity of all remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely approximates the economic purpose.

Zirkel Technologies GmbH | Taunustor 1, 60310 Frankfurt am Main | Frankfurt am Main Local Court, HRB 120145 | Managing Director: Kapil Gupta  
| VAT ID: DE 815 765 464 | As of: January 2026

## Part B — Cloud Application Terms of Use

*General Terms of Use for Cloud Applications of Zirkel Technologies GmbH ("ZirkelTech"). These terms apply exclusively to enterprises, legal entities under public law, and special funds under public law.*

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### §1 Scope

**1.1** Unless expressly agreed otherwise, these General Terms of Use for Cloud Services (hereinafter: "Cloud Terms of Use") apply to all contractual relationships in which Zirkel Technologies GmbH (hereinafter: "ZirkelTech") provides Cloud Services to another enterprise, public-law entity, or special fund (hereinafter: "Customer").

**1.2** Conflicting or deviating general terms and conditions of the Customer shall not apply, even if ZirkelTech does not expressly object to them.

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### §2 Cloud Services

**2.1** "Cloud Services" are Platform as a Service solutions provided by ZirkelTech in the context of provisioning hardware, software, and rendering services, which the Customer uses via the internet. These Cloud Terms of Use form the basis for the Customer's use of the Cloud Services.

**2.2** ZirkelTech cooperates with certified IT service providers in providing the Cloud Services. ZirkelTech ensures that these IT service providers deliver their services according to the latest state of the art and are bound by confidentiality and data protection rules equivalent to those of ZirkelTech towards the Customer.

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### §3 Rights of Use

**3.1** During the term of the Cloud Services (hereinafter: "Contract Term"), ZirkelTech grants the Customer a simple, non-transferable right to use the Cloud Services (including their implementation and configuration) and the documentation in accordance with the contractually agreed terms.

**3.2** The Customer may permit Authorised Users to use the Cloud Services within the contractually agreed scope. "Authorised Users" are defined as persons at the Customer, its affiliated companies, or external service providers of the Customer to whom the Customer has granted access authorisation to use the Cloud Service.

**3.3** For user-based licences: Access credentials for the Cloud Services may not be shared or used by more than one person simultaneously but may be transferred from one person to another if the original user is no longer authorised to use the Cloud Services. For asset-based licences: Access credentials may only be used per asset but may be transferred from one asset to another if the Cloud Services are no longer used on the original asset.

**3.4** The Customer is responsible for the acts and omissions of its Authorised Users as for its own acts and omissions and shall obligate them to comply with the contractual provisions for the use of the Cloud Services. The Customer is not entitled to sublicense, licence, sell, lease, rent, or otherwise make the Cloud Services available to third parties.

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**3.5** The Customer is prohibited from: (a) copying, translating, disassembling, decompiling, reverse-engineering, or otherwise modifying the Cloud Services in whole or in part (unless permitted by mandatory law); (b) using the Cloud Service in a manner that violates applicable law; and (c) endangering or circumventing the operation or security of the Cloud Services.

**3.6** ZirkelTech may temporarily limit or suspend the Customer's access to the Cloud Services to prevent damage. ZirkelTech shall notify the Customer without delay and limit the restriction as is reasonable under the circumstances.

**3.7** If Authorised Users access certain Cloud Services via mobile applications provided by ZirkelTech and made available through third-party websites, the use of the mobile applications is subject to the terms agreed upon at download, not the terms agreed between the Customer and ZirkelTech.

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## §4 Responsibilities and Obligations of ZirkelTech

**4.1** ZirkelTech shall maintain the system availability of the Cloud Services in accordance with the current state of the art. ZirkelTech shall notify the Customer in advance of scheduled interruptions for updates, upgrades, and maintenance.

**4.2** ZirkelTech shall implement and maintain appropriate technical and organisational measures for the protection of personal data processed by ZirkelTech in the context of the Cloud Services, in compliance with applicable data protection regulations.

**4.3** ZirkelTech may create analyses using anonymised and aggregated technical customer data and information. Analyses may be used for: (a) product improvement and development of new products; (b) resource and support improvement; (c) internal demand planning; (d) training of machine learning algorithms; (e) product performance improvement; (f) security and data integrity verification; (g) identification of industry trends; (h) creation of indices and anonymous benchmarking.

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## §5 Customer Data; Responsibilities and Obligations of the Customer

**5.1** The Customer is responsible for the content of the Customer Data. Customer Data includes: (1) raw data, base data generated via IoT devices, particularly relating to the productivity of the Customer's machinery; (2) productivity data generated by algorithms through ZirkelTech software; and (3) customer-owned data entered into or stored in the system by the Customer.

**5.2** The Customer grants ZirkelTech and subcontractors the non-exclusive right to use Customer Data exclusively and to the extent necessary (i) for the purpose of providing the Cloud Services and related support, and (ii) for verifying compliance with the provisions of Section 3.

**5.3–5.5** The Customer shall comply with applicable data protection law, maintain appropriate security standards, and cooperate to the required extent at its own cost. Breaches of the duty to cooperate shall result in corresponding delays.

**5.6** During the term, the Customer has access to Customer Data at all times. Upon termination, the Customer may request export of Customer Data in a standard format (PDF or CSV) for up to 3 months after contract end.

## §6 Availability of Alert Functions

6.1 The Cloud Services provide alert functions through which the Customer is notified of critical events via system-internal message (messenger), email, or SMS. Alert functions are not automatically active and must be configured and activated by the Customer.

6.2 According to the current state of the art, constant availability of alert functions via the internet or mobile networks cannot be guaranteed.

6.3 ZirkelTech provides the alert functions as a service that the Customer may use at its own risk. ZirkelTech assumes no liability or warranty for the proper functioning of the alert functions. False alarms cannot be technically excluded.

6.4 The alert functions serve to detect process and system errors. The Cloud Services neither control the Customer's machinery nor remedy process and system errors. The Customer must actively intervene and manually initiate corrective measures.

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## §7 Modifications to the Cloud Services

7.1 ZirkelTech reserves the right to perform technical software updates at any time for reasons of technical progress, security, technical availability, and stable operation.

7.2 Modifications to existing functions or provision of new functions are consolidated by ZirkelTech into software releases. Availability and the exact date of the release are announced one week in advance.

7.3 ZirkelTech is entitled to further develop and adapt the features of the Cloud Services ("Continuous Modification"). ZirkelTech generally informs the Customer two months before the effective date by email. If the Customer does not terminate, the Continuous Modification takes effect on the specified date.

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## §8 Warranty; Remedies for Defects

8.1 ZirkelTech warrants for the duration of the Contract Term that the Cloud Services meet the agreed specifications and do not infringe third-party rights when used in accordance with the contract.

8.2 ZirkelTech remedies defects in the Cloud Services by, at its discretion, eliminating the defect or providing the Customer with a new defect-free Cloud Service.

8.3 The Customer is obliged to inform ZirkelTech of any defect without delay with a detailed description in text form (by email or fax).

8.4 ZirkelTech is entitled to undertake two supplementary performance attempts within a reasonable period. If both attempts fail, statutory remedies are available.

8.5 ZirkelTech is not liable for defects that occur without fault on the part of ZirkelTech, in particular due to unauthorised modifications, third-party software, improper use, or use outside documented environments.

8.6 Warranty rights arising from quality defects expire one year after provision of the Cloud Services.

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## §9 Liability; Limitation of Liability

**9.1–9.2** ZirkelTech is liable in full for intentional acts. In cases of gross negligence and absence of a guaranteed quality, liability is limited to foreseeable damage.

**9.3** In all other cases, ZirkelTech is only liable for breach of a material contractual obligation and up to the liability limits set out in Section 9.4.

**9.4** ZirkelTech is not liable for indirect or consequential damages, including loss of profit or loss of goodwill.

**9.5** The defence of contributory negligence remains unaffected. The liability limitations do not apply to liability for personal injury and under the Product Liability Act.

**9.6** All claims against ZirkelTech for damages are subject to a limitation period of one year from the point in time determined in §199(1) BGB, no later than five years from the date the claim arose. This does not apply to intentional acts, gross negligence, personal injury, or product liability.

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## §10 Third-Party Rights

**10.1** If a third party asserts intellectual property claims against the Customer that conflict with the Customer's contractual rights of use of the Cloud Services, the Customer must notify ZirkelTech without delay in writing and in full.

**10.2** If the Customer ceases use of the Cloud Service for damage mitigation or other important reasons, it is obliged to inform the third party that the cessation of use does not constitute acknowledgement of the alleged infringement.

**10.3** The Customer shall only conduct legal proceedings with the third party in agreement with ZirkelTech or authorise ZirkelTech to conduct the proceedings.

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## §11 Intellectual Property Rights

**11.1** The Customer may only use the Cloud Services to the extent contractually agreed. Unless expressly granted, all rights in relation to the Customer belong to ZirkelTech or ZirkelTech's licensors.

**11.2** Unless otherwise agreed, in relation to ZirkelTech the Customer holds all rights to and in respect of the Customer Data. ZirkelTech may use trademarks provided by the Customer solely for the purpose of providing the Cloud Services.

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## §12 Confidentiality

**12.1** ZirkelTech and the Customer undertake to treat all Confidential Information of the other party obtained before and during contract performance with appropriate care and confidentiality for an unlimited period. Disclosure to third parties is only permissible to the extent necessary for contract performance.

**12.2** This does not apply to information that was (a) independently developed, (b) became publicly known without breach of contract, (c) was known to the recipient at the time of disclosure, or (d) was released with written

consent.

**12.3** ZirkelTech and the Customer may not use the other party's name for advertising purposes without prior written consent. However, ZirkelTech is authorised to use the Customer's name in reference customer lists.

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## §13 Final Provisions

**13.1** These Cloud Terms of Use may be amended, provided that the amendment does not materially affect the contract content and is reasonable for the Customer. ZirkelTech will inform the Customer of the amendment in text form. If the Customer does not expressly object in writing within four weeks, the amendment is deemed accepted. ZirkelTech shall draw attention to this in the notification.

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