Definitions

This TeamSlide Agreement ("Agreement") is between Aploris GmbH, Nikischstrasse 15, 22761 Hamburg, Germany ("Aploris") and the organization or individual agreeing to these terms ("Customer"). This Agreement governs access to and use of the TeamSlide client software ("Software") and TeamSlide online services (including website, written or electronic documentation; together, "Services" or "TeamSlide") which are used to access Microsoft PowerPoint slides, shapes, files, text or other content (collectively, "Content").

By signing your contract for the Services you agree to this Agreement as a Customer. If you are agreeing to this Agreement for use of the Services by an organization, you are agreeing to this Agreement on behalf of that organization. You must have the authority to bind that organization to this Agreement, otherwise you must not sign up for the Services.

Customer and users of Customer's Services account ("End Users") may access and use the Services in accordance with this Agreement.

Services

The Customer may use the Services, on a non-exclusive basis, solely in strict compliance with this Agreement and all applicable laws. The range of Services provided by Aploris to the Customer is specified with the Services description on the TeamSlide website, order confirmation or invoice. This includes among others the duration, number of supported End Users, Content storage capacity, features of the Services and service commitments. Other assurances or supplementary agreements shall only become effective when they are confirmed in writing by Aploris.

Should Aploris deliver any Services without charging any fee or deliver additional Services without charging an additional fee, the Customer shall have no right to claim performance. Aploris shall, within a reasonable period, be entitled to discontinue such services previously made available free of charge, to amend such services or to only offer such services against payment.

Aploris shall be entitled to expand the scope of the Services, adapt and/or improve them. This shall apply in particular where the adaptation appears to be necessary in order to prevent misuse of the Services or if Aploris is required to adapt the Services in order to comply with statutory regulations.

Some Services allow the Customer to download TeamSlide Software which may request to update automatically. The Customer may use the Software only to access the Services.

Any Software is licensed, not sold. Aploris grants the Customer the non-exclusive (simple) right to use the Software. Unless the Customer is notified otherwise, the Software license ends when the Services end. Transferring the right to use the Software or granting sub-licenses for the software to third parties is not permitted.

Aploris owns and reserves all rights, title and interest in and to the Services and all hardware, software and other items used to provide the Services, other than the rights explicitly granted to the Customer to use the Services in accordance with this Agreement. No title to or ownership of any proprietary rights related to the Services is transferred to the Customer pursuant to this Agreement.

The Customer grants to Aploris a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any provided feedback. This includes comments, suggestions and recommendations with respect to the website, Software or other Services.

The Services may contain features and functionalities linking to or providing certain functionality and access to third party content, including websites, directories, servers, and databases. The Customer acknowledges that Aploris is not responsible for such content or services. Aploris may also provide some content to the Customer as part of the Services. Aploris is not responsible for any third-party content accessed with the Services, and the Customer irrevocably waives any claim against Aploris with respect to such sites and third-party content.

Except for material that Aploris licenses to the Customer, Aploris does not claim ownership of any Content that is transmitted, stored, or processed in the Customer's account. Aploris does not control, verify, or endorse the Content that the Customer makes available on the Services.

Customer Obligations

The Customer is responsible for use of the Services by its End Users. The Customer will obtain from End Users any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow Aploris to provide the Services. The Customer will comply with laws and regulations applicable to Customer's use of the Services, if any.

The Customer may specify End Users as "Administrators". Administrators may have the ability to access or remove Content of the Customer as well as define access restrictions to Content or Services for other End Users. Aploris is not responsible for the internal management or administration of the Services. The Customer is responsible for: maintaining the confidentiality of passwords and Administrator accounts; managing access to Administrator accounts; and ensuring that Administrators' use of the Services complies with this Agreement.

The Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of or access to the Services. The Customer will promptly notify Aploris of any unauthorized use of or access to the Services and cooperate with Aploris to terminate the unauthorized use or access, if reasonably requested.

The Customer will: be solely responsible for the nature, quality and accuracy of the Content; ensure that the Content (including the storage or transmission thereof) complies with this Agreement and any and all applicable laws and regulations; and maintain appropriate backup copies of the Content. Aploris will have no liability of any kind as a result of the deletion of, correction of, or failure to store any Content.

The Customer must not: damage, disable, overburden, or impair the Services or any network connected to the Services; resell or redistribute the Services or any part of it; use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; or use any automated process or service (such as a bot or a spider) to access or use the Services.

In addition, the Customer must not and will not encourage or assist a third party to

- modify, alter, tamper with, repair or otherwise create derivative works of any Software;
- translate, port, reverse engineer, disassemble, decompile any Software, or determine their source code by other actions unless it is expressly permitted by mandatory legal provisions;
- sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to the Customer with respect to the Services to any third party;
- remove, obscure or alter any proprietary rights notice pertaining to the Service;
- access or use the Service in a way intended to improperly avoid incurring fees or exceeding usage or capacity limits;
- interfere with or disrupt servers or networks used by Aploris to provide the Services or used by other users to access the Services, or violate any third-party regulations, policies or procedures

of such servers or networks or harass or interfere with another user's full use and enjoyment of any Software or Services;

- access or attempt to access other TeamSlide accounts, computer systems or networks not covered by this Agreement, through password mining or any other means;
- cause unreasonable burden on the Services or Aploris' system resources or capacity; or
- share passwords or other access information or devices or otherwise authorize any third party or a different End User to access or use any Software or Services.

Conclusion, termination

This Agreement is concluded for the time period mentioned in the quotation, order confirmation, or invoice, which is normally one year.

For Services that are offered free of charge the agreement is concluded for an unlimited time period. Aploris reserves the right of termination according to the Services provisions specifically when no End Users access the Services for a substantial period of time.

The right of both parties to give extraordinary notice of termination for good cause shall remain unaffected. Good cause shall be deemed to exist for Aploris in particular if:

- the Customer is in default with payment of the charges by an amount equivalent to two monthly basic rates or the pro-rated amount for two months for a longer payment period.
- In the event that the Customer negligently violates a material contractual obligation and does not remedy the situation within a reasonable period of time including events listed in the section "Suspension" if caused by the Customer.

After termination of this Agreement the Content of the Customer that is stored on Aploris infrastructure will be made available for up to three months and will be deleted earlier upon request of the Customer. Some latency in deleting the content may be caused by backup mechanisms.

Suspension

Aploris reserves the right to temporarily suspend access to the Services at any time for the Customer or any End User in the events of:

- an actual or suspected violation of this Agreement;
- use of the Services in a manner that may disrupt others' use of the Services;
- use of excessive storage capacity or bandwidth;
- scheduled downtime and recurring downtime for maintenance;
- unplanned technical or security problems and outages.

Aploris will make commercially reasonable efforts to keep downtime for maintenance and unplanned problems at a reasonable minimum.

Fees & Payment

For paid Services, applicable fees for use of the Services are defined in the current valid price list at the time this Agreement is concluded and are confirmed by the quotation, order confirmation or invoice. Usage-independent fees are due and payable in advance for the duration of this Agreement unless otherwise agreed in writing.

Except for the provisions of section "Conclusion, termination" this Agreement cannot be terminated prematurely. The paid fee is non-refundable and cannot be reduced retroactively (including a reduction

of the number of End Users after conclusion of the Agreement). The right of revocation for consumer in the EU shall remain unaffected.

The Customer shall be deemed to be in payment arrears, even without being sent a reminder notice, if the Customer does not pay within 14 days of receipt of the invoice. Electronic invoices will be sent by email. Should email receipt be blocked for the Customer the Customer's obligation to pay shall not be affected. Should the Customer request that a paper invoice is sent by post, Aploris shall be entitled to demand a reasonable fee for each invoice sent.

If the Customer chooses payment collection by SEPA Direct Debit, payments may be charged within two working days. Pre-notification may be sent two working days prior to the due date.

In the event of payment default Aploris shall be entitled to demand interest amounting to 10% per annum. The Customer shall on the other hand be entitled to provide evidence that no interest – or significantly lower interest costs were incurred.

The Customer may offset claims against Aploris only against undisputed or legally enforceable counterclaims. This shall not apply to the Customer's warranty claims, where these have been set off against Aploris' claims for payment.

All prices are net prices. If applicable, the statutory rate of value added tax (VAT) applicable at the place of business of Aploris will be charged. Applicability and amount of VAT will be displayed to the Customer in the quotation, order confirmation and/or invoice. In addition, possible taxes, customs duties, levies, and other fees are to be borne by the customer.

Indemnification

The Customer undertakes to indemnify Aploris internally against any and all third-party claims that arise from unlawful or illegal activities of the Customer and against material errors in the information provided by the Customer. This shall apply in particular to infringements of copyright law, trademark law, data protection law and competition law.

Warranty

The Customer shall notify the Aploris immediately of any defects and assist Aploris in the event of possible defect rectification work by making every reasonable effort to assist. Aploris points out that, given the current state of the art, it is not possible to create hardware and software that functions flawlessly for all combinations of applications or that can be protected against any and all forms of manipulation by third parties.

Liability

Aploris shall be liable in cases of intent and gross negligence in accordance with the statutory provisions.

In the case of simple negligence, Aploris shall only be held liable in the event of a breach of a material contractual obligation, the proper fulfillment of which constitutes a condition sine qua non and on the fulfillment of which the customer regularly relies and may rely (cardinal obligation). In such cases Aploris' liability shall be limited to the loss or damage that is foreseeable and typical for the type of contract.

In the case of simple negligence, liability for all other damages shall be excluded, in particular for consequential losses, indirect losses and lost profits.

The aforementioned limitations shall not apply in the case of death, physical injury or damage to health or in the event of liability claims in accordance with the Product Liability Act.

Where Aploris' liability is excluded or limited the same exclusions and limitations shall also apply to Aploris' employees, other staff, representatives and vicarious agents.

Privacy Policy

In addition to the Content, Aploris collects and uses personal data associated with the Customer's account like names, email addresses, phone numbers, payment information and physical addresses ("Customer Data"). Personal data are details about personal or material circumstances of a given or identifiable natural person (the person concerned).

Aploris collects, processes and uses Customer Data without any further consent only as far as this is necessary for the formation and processing of this Agreement and for billing purposes.

After this Agreement has been terminated, Customer Data is initially stored taking tax and commercial law retention periods into account and then deleted after expiration of the deadline provided the Customer has not agreed to further use and processing of the data. The Customer has the right to information about the Customer's stored Customer Data at any time as well as the right to correct, block, or delete these data.

Furthermore, TeamSlide Services may use input data provided by users to create content using AI-assisted technologies ("Generated Content"). Aploris guarantees that the user input data is not collected and not used to train AI models unless agreed upon otherwise. The Generated Content is stored only for a limited amount of time to make it accessible to the applicable user.

Traffic data is data which is collected, processed or used when TeamSlide Services are accessed ("Traffic Data"). Aploris, or a third party employed by Aploris to provide the Services, collects Traffic Data in order to enable the Services to be used and to control correct operations of the Services including identifying and remedying any defects. Aploris may use, store and forward Traffic Data so far as this is necessary for the provision of this Agreement or if statutory regulations require this.

The Customer acknowledges that Aploris may send electronic communication to the Customer and its End Users regarding provision of the Services like notices about updates of any Software or other Services, maintenance, suspected unauthorized use or reaching storage capacity. Aploris may also send electronic communication to support the effective usage of the service including instructions and suggestions to provide feedback.

Miscellaneous

Should a provision of this contract be or become invalid or unenforceable or should it contain a loophole that must be closed, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision the parties shall agree upon a new provision which comes as close as possible to the commercial purpose of the invalid or unenforceable provision. The same shall apply in the case of a loophole.

All agreements must be put into writing that contain a change, supplement, or explanation of this Agreement as well as special promises of guarantee and arrangements. If they are declared by Aploris' representatives or supporting staff, they are only binding if Aploris' management board gives written approval.

The laws of the Federal Republic of Germany shall apply to this Agreement.

This section, and sections "Fees & Payment" (for amounts incurred before the end of this Agreement), "Indemnification", "Liability", "Privacy Policy", and those that by their terms apply after it ends shall survive any termination or cancellation of this Agreement.

Provided the Customer is a registered trader, a corporate body under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from this Agreement shall be Aploris' place of business. Aploris shall furthermore be entitled to bring legal action against the Customer at the Customer's general place of jurisdiction.

Information on Right of Revocation for Consumers in the EU

Right of revocation

You can revoke your contractual declaration in writing (e.g. by letter, fax, email), without giving reasons, within a period of 14 days. The period will begin on receipt of this information in written form. The revocation notice must be sent to:

Aploris GmbH
Nikischstrasse 15
22761 Hamburg
Germany
Fax: +49-40-43094821
Email: support@aploris.com
Website: www.aploris.com

Effects of revocation

In the case of an effective revocation, the mutually received services must be returned and any derived benefits (e.g. interest) must also be returned. If you cannot return to Aploris the service received or benefit (e.g. advantages of use), in part or in whole, or if you can only return them in worse condition, you are required to offer compensation of equal value. This may result in you nevertheless having to satisfy the contractual payment obligations for the period up until revocation. You must satisfy obligations to reimburse payments within 30 days. The period begins for you upon dispatch of the declaration of revocation, for Aploris upon receipt of same.

You expressly agree that we will start to render the service before the end of the revocation period. In this case the right to revocation shall expire. For services that were provided by Aploris for you in the period up until the revocation the agreed charges are to be paid by you.

Sample right of revocation form

(If you want to revoke the contractual declaration please fill in this form and send it back)

To Aploris GmbH, Nikischstrasse 15, 22761 Hamburg, Germany, Fax +49-40-43094821, Email support@aploris.com

I/We (*) hereby revoke the contract I / we (*) made for receiving the following services.

Ordered on (*) _____ / received on (*) _____

Name of the consumer(s) _____

Address of the consumer(s) _____

Signature of the consumer(s) (only for paper communication) _____

Date _____