

General Terms and Conditions for gryn

1. Scope of these GTCs, conclusion of contracts

1. These Terms and Conditions apply to gryn. We only offer the conclusion of contracts for the use of gryn to companies. We refuse to conclude contracts with consumers and will terminate such contracts without notice for good cause if we have been misled.
2. Terms and conditions of our Contractual Partner shall not become part of the contract, even if we are aware of them, unless we have expressly agreed to them. Our Terms and Conditions shall also apply if we execute the contract with knowledge of conflicting, deviating or additional terms and conditions of the Contractual Partner.
3. Offers to conclude contracts on our website shall not constitute a legally binding offer to conclude a contract. Rather, an order placed via our website shall constitute an offer to conclude a corresponding contract. We may reject this offer without cause. Acceptance of the offer shall be effected by activation of the customer account during the registration process.
4. The data to be provided during registration must be truthful and complete. The Customer must make subsequent changes to this data in the customer area without delay. In the event that information is incorrect or no longer up to date, the Customer shall have no claim to correction of invoices.
5. The functional scope of gryn results from our specifications at the time of conclusion of the contract. Public statements or advertising statements deviating from these specifications shall not constitute a contractual statement of quality.

2. Provision and use of gryn

1. gryn is a web-based cloud solution that can be used via standard browsers. The Customer shall have the simple, non-transferable right to use gryn in accordance with the contract for the duration of the contract. The right of use by affiliated companies pursuant to §§ 15 et seq. of the German Stock Corporation Act (AktG) shall require separate agreement unless this has already been agreed upon conclusion of the contract.

2. The Customer is not permitted to violate the rights of third parties or laws by its use of gryn. Otherwise, the Customer shall be obliged to indemnify us against any claims of third parties resulting from this infringement. The claim for indemnity shall also include the reasonable costs of our legal advice and representation. We shall inform the Customer without delay if such claims are made against us and enable the Customer to cooperate in the defense against such claims at its expense.
3. If the Customer should breach the provisions of Subsection 2, we shall be entitled to cease its access to gryn or access to data stored in gryn, provided that the breach can thereby be stopped or reasonably reduced at our reasonable discretion. If, at our reasonable discretion, blocking access to data is not sufficient to bring about a state of affairs in compliance with the contract, we shall also be authorized to delete data. The rights of a Customer under any data processing agreement concluded with it may not be impaired by the measures described above.
4. We shall inform the Customer, stating the reasons, if we have reason to assume a breach of the provisions of Subsection 2 and shall indicate which measures we intend to take to bring about a state of affairs in compliance with the contract if the breach is not remedied within a reasonable period determined by us. Prior notification and the setting of a deadline shall not be required if deemed unreasonable for us or if such notification should be inadmissible. The notification shall be sent by email to the address stored by the Customer in its account.
5. If the Customer is aware of the information pursuant to Subsection 4 or repeatedly violates the provisions of Subsection 2, we shall be entitled to terminate the contract without notice for good cause if the continuation of the contract is unreasonable for us. We are also entitled to terminate the contract for good cause if the first breach of the provisions of Subsection 2 is so serious that we cannot reasonably be expected to continue the contract.

3. Protection of access data

Each Party shall protect the access data of the Customer's users against unauthorized third-party access using state-of-the-art methods. If one Party has reason to assume that unauthorized third parties have gained knowledge of such access data, it shall inform the other Party without delay. As soon as the Customer becomes aware that this may be the case, it shall arrange for the access data of the affected users to be changed. In this case, we shall also be entitled to reset the access data of the users, so that they are required to enter a new password when logging in again.

4. Availability of gryn

1. We warrant an availability of gryn of 99% per contract month. Availability is measured at the interface between the data center used by us and the internet ('Measuring Point'). Availability shall be deemed given if gryn can be used at the Measuring Point in accordance with the contract, unless we are responsible for the specific case of the Customer's inability to use gryn.
2. The following times shall be disregarded when determining availability:
 - a. Unavailability announced with a notice period of at least one week in the period from Monday to Friday between 6 pm and 8 am, at weekends and on German national holidays;
 - b. Unavailability announced with a notice period of at least four hours if this is necessary at short notice in order to eliminate or avert significant dangers to IT security or data protection. The unavailability may not exceed a duration of eight hours per month.
3. A notification pursuant to Subsection 2 shall be sent by email to the address stored in the customer account.

5. Using the gryn API

We shall, at our discretion, provide the Customer with an Internet-accessible API for use of gryn. The use and functionality of the API shall be governed by the details published by us on our website. The Customer shall be entitled to use the API for the term of this contract.

6. Transfer of rights by the customer

1. The Customer transfers to us all rights to the content stored by it in gryn which are necessary for the performance of the contract. This includes in particular the right to use, process, reproduce, distribute, edit and make them available for use to the technically required extent.
2. gryn is a sustainability platform with the objective of determining, comparing, reducing and avoiding emissions. For this reason, we are authorized to process data in order to identify and propose optimizations and alternative transport routes, to collect benchmarks and to design intelligent data services.

7. Transfer of customer content to third-party services

gryn enables the Customer to exchange data with other services. This includes but is not limited to the calculation providers for the calculation of carbon emissions as well as the exchange of shipment data with users with whom the Customer is connected via the platform. Through its use, the Customer thereby allows us to exchange the data required for such use with third parties.

8. Invitation of users by the customer

1. The Customer is entitled to invite further users to use gryn under its customer account provided that these users belong to the Customer's company. It shall be responsible for obliging these users to comply with this contract. The Customer shall be responsible for the use of all users under its customer account to the same extent as it would be for its own actions.
2. Furthermore, the Customer may invite other gryn customers to its account in order to interact with them in accordance with the features offered by gryn.

9. Special rules for free use

1. Where we allow a customer to use gryn free of charge, the following Subsections shall apply and, in the event of any inconsistency, shall take precedence over the other provisions of these Terms and Conditions.
2. The free version of gryn is made available to the Customer for use as-is. This version usually has a reduced range of features. We are not obliged to ensure that this version includes a certain range of features nor that gryn remains available in this version without errors during the period of use. We are merely required to endeavour to operate the free version with the same care as for our charge-based offers.
3. Either Party shall be entitled to terminate a corresponding contract at any time.

10. Surrender of data

1. The Customer shall be entitled at any time to demand the surrender of data which may have been processed by us on its behalf under the terms of a data processing agreement. We shall be entitled to reasonable remuneration for the surrender, the determination, and payment of which shall not, however, be a prerequisite for the obligation to satisfy the Customer's claim.

2. The Customer may demand the surrender of other data if the software offers the corresponding option.
3. The data shall be surrendered in digital form in the format in which it is stored in gryn.

11. Fees and billing, change of agreed fees

1. Depending on the Customer's choice, we shall invoice the fees due to us either monthly or annually in advance. Usage-dependent fees shall be invoiced monthly in arrears.
2. All prices are net prices.
3. Any credit card deposited by the Customer as a payment method must be in the name of the Contractual Partner.
4. Customers to whom we are required to invoice VAT according to the reverse-charge procedure must store their VAT ID in their customer profile. If this is not done, we shall be entitled to invoice German VAT. The Customer shall have no right to subsequent correction of these invoices.
5. Invoices may be issued in digital form and sent by email or made available on our website in the customer area.
6. We shall be entitled to adjust fees agreed with the Customer. The notification about the adjustment must be sent by email to the email address of the Customer stored in the customer profile at least two weeks before the expiry of the notice period of the contract. The adjustment may take effect at the earliest after the point in time at which the Customer is permitted to terminate the contract after receipt of the notification. The Customer shall be informed of this right of termination together with the price increase.

12. Term and termination

1. The contract is concluded for a fixed term of one year. The fixed term shall be extended by a further year in each case if the contract is not terminated with three months' notice to the end of the respective term. Otherwise, the right of ordinary termination shall be excluded.
2. The right of termination for good cause shall remain unaffected. The following reasons in particular shall be deemed good cause if they exist for the other Party:

- a. breach of material contractual obligations by the other Party if the breach is not remedied in spite of a reminder and the setting of a reasonable deadline with reference to the right of termination. A reminder and the setting of a deadline shall not be required in the case of unreasonableness;
 - b. the rejection of the opening of insolvency proceedings for lack of assets;
 - c. the commencement of liquidation proceedings.
3. We are entitled to terminate the contract without notice if the conditions of § 543 (2) 3) of the German Civil Code (BGB) apply.
4. Termination pursuant to § 543(2) sentence 1 1) of the German Civil Code (BGB) due to the failure of gryn to provide use in compliance with the contract shall only be permissible if we have been given a reasonable opportunity to remedy the defect and have failed to do so.5. Notices of termination may be given in the gryn customer area.

13. Development and improvement of gryn

1. The Customer does not acquire gryn as a static product. Rather, it is our intention to continue to develop gryn in order to provide new features and services that will make it more attractive and secure. The scope of services of gryn is therefore subject to change. In the event that changes are made that result in the elimination or significant restriction of existing, essential features, we shall inform the Customer of this within a reasonable period of time using the email address stored in its customer account.
2. If changes to gryn should be objectively unreasonable for the Customer, it shall be entitled to a special right of termination which must be exercised with a notice period of two weeks. The beginning of the period shall be the day on which the Customer became aware of the change. This right of termination shall not apply to the modification and removal of features which we have made available to the Customer as part of beta test. For these, we reserve the right at any time to discontinue offering them or to offer them only in a modified form.
3. We welcome all suggestions for improvement from Customers. As a matter of form, however, we must indicate that the Customer transfers to us, free of charge, all rights to its suggestion which are necessary for the possible implementation and any exploitation thereof.

14. Non-fulfilment of our major obligations

1. If we should be in default with the initial provision of gryn, the Customer shall be entitled to withdraw from the contract if a reasonable period of grace granted to us has expired without results, i.e. if we do not make the agreed functionality of gryn available for the first time within the grace period.
2. If, after operational provision of gryn, we fail to meet our obligations in whole or in part, or if the availability of gryn owed for a contractual month is not met, the agreed flat-rate usage fee shall be reduced proportionately for the time during which gryn was not available to the Customer to the agreed extent.
3. We shall be required to demonstrate that we are not responsible for the cause of the delayed provision or the shortfall in the availability owed. If the Customer has not notified us of the unavailability of gryn, the Customer shall, in response to our denial, provide evidence that we became aware of the unavailability through other means.

15. Claims for defects

1. In the event of defects in performance, the Customer shall be entitled to the statutory rights, whereby we shall decide whether to remedy the defect by repair or replacement delivery.
2. Our strict liability for damages (§ 536a of the German Civil Code (BGB)) for defects existing at the time of the conclusion of the contract is excluded, unless the defect is a quality assured by us (guarantee, § 276 (1) of the German Civil Code (BGB)).
3. A limitation period of one year is agreed for claims for defects. This period shall not apply to claims for damages due to the violation of claims for defects; in this respect, the regulations on liability shall apply.
4. If the Customer complains about the presence of a defect and if, as a consequence of our resulting activity, it transpires that there is no defect in our performance, the Customer shall compensate our expenses incurred for this at the agreed hourly rates or, in the absence of an agreement, at reasonable hourly rates. This Subsection shall not apply if the non-existence of the defect was not recognizable to the Customer when applying the expected care and knowledge.
5. Any claims for defects shall be excluded for features, services, software or other offers which are expressly made available by us as a beta version, unless we can be rightfully accused of intent. The very nature of such beta versions is that they are unfinished and may have defects. Such

defects may result, for example, in the loss of data or the inability of gryn to function. The Customer should therefore only use beta versions if the occurrence of such defects does not cause it any disadvantage, and in particular if the occurrence of such defects cannot cause any damage for which the Customer would like to hold us or third parties liable.

6. The Customer shall be obliged to notify us without delay of any defects in contractual services, in particular defects of gryn. If as we are unable to remedy the defect as a result of a failure to notify or delay in notification, the Customer shall not be entitled to reduce the agreed remuneration in whole or in part for the relevant period, to demand compensation for the damage caused by the defect or to terminate the contract extraordinarily on account of the defect without observing a notice period. The Customer must demonstrate that it is not responsible for the failure to notify.

16. Infringement of property rights

1. We warrant that the contractual use of gryn does not infringe any copyrights or other industrial property rights of third parties.

2. Should this nevertheless be the case, we shall, at our discretion, acquire the necessary rights at our own expense or modify gryn at our own expense in such a way that, while complying with the performance owed to the Customer, no third-party rights are infringed any longer.

17. Liability

1. Liability for intent and gross negligence is unlimited.

2. In the event of a breach of material contractual obligations due to simple negligence, liability shall be limited to foreseeable and contract-typical damages, at most to the amount of the remuneration owed to us by the Customer for the use of gryn for the contract year concerned. Material contractual obligations are those required to enable the proper performance of the contract and on the observance of which the injured Party may regularly rely. The limitation period for claims under this Subsection shall be one year.

3. Subsection 2 shall not apply to claims arising from injury to life, limb or health, in the event of fraudulent conduct, in the event of the assumption of a guarantee, in the event of liability for initial incapacity or impossibility for which we are responsible, or for claims under the German Product Liability Act.

4. In all other respects, liability, on whatever legal grounds, is excluded.

18. Force majeure

1. Each Party shall be temporarily released from its obligation to perform as long as it is prevented from performing due to force majeure. This shall also apply in the event that the Party is already in default.
2. Force majeure shall refer to events within the meaning of § 206 of the German Civil Code (BGB) as well as any other unusual and unforeseen event if the Party invoking it did not cause the event, could not expect the event to occur, could not influence its occurrence, could not prevent its consequences of exercising due care and is prevented from performing for that reason. This applies in particular to war, terrorism, civil commotion, pandemics, severe weather, cyberattacks, environmental disasters or if the prevention of performance is otherwise due to a government order.
3. The Party invoking force majeure shall:
 - a. immediately inform the other Party in written form of the force majeure and the reasons for it;
 - b. exercising diligence of a prudent businessman, take the measures necessary to resume full performance of its obligations as soon as possible;
 - c. take reasonable efforts to minimize, as far as possible, any adverse effect on the performance of the contract.

19. Indication as a reference

The Customer permits us to use its name and logo to advertise its use of gryn in a customary and reasonable manner in all media worldwide. Upon termination of the contract, we shall delete such references within a reasonable period of time insofar as this is possible and reasonable for us.

20. Changes to the Terms and Conditions

1. We are entitled to amend these General Terms and Conditions at any time with a notice period of at least six weeks. The Customer has the right to object.
2. For this purpose, we shall inform the Customer in written form using the email address stored in its customer account about the intention of the amendment, the amended provisions and the existence and exercise of the Customer's right to object. This information as well as the option to object/consent can also be provided when the Customer logs in to its customer area.

3. If the Customer exercises its right to object before the expiry of the notice period, the previous terms and conditions shall apply unchanged; otherwise, the new terms and conditions shall apply upon expiry of the notice period. We are entitled to terminate the contract concluded with the Customer within the agreed notice period in the event of the Customer's objection.

21. Final provisions

1. This contract contains all agreements between the Parties on the subject matter of the contract. Any deviating ancillary agreements and earlier agreements on the subject matter of the contract are hereby rendered ineffective.
2. Amendments and supplements to this contract must be made in writing, unless a stricter form is prescribed by law. This shall also apply to any waiver of this requirement for written form.
3. The Customer's general terms and conditions shall not apply to this contract. The above provision shall also apply if reference is made without objection to the inclusion of the Customer's general terms and conditions in later documents in connection with this contract.
4. If any provision of this contract is or becomes void, invalid or unenforceable in whole or in part, or if any provision which is necessary in itself is not included, the validity and enforceability of all remaining provisions of this contract shall not be affected.
5. The contract shall be governed solely by the laws of the Federal Republic of Germany. Private international law shall not apply insofar as it can be waived.
6. Our registered office is the sole place of jurisdiction for all disputes in connection with this agreement. We are also entitled to assert claims against the Customer at one of its legal places of jurisdiction.