Terms and Conditions SaaS

Hosted Konfuzio Server on app.konfuzio.com

Helm & Nagel GmbH

Jul 01, 2025

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1 Subject of the contract

1. Helm & Nagel GmbH (hereinafter referred to as the "Manufacturer") hosts on the website app.konfuzio.com the Konfuzio Server Software (hereinafter: Konfuzio) according to the service description in the appendix to the customers who are not consumers in the sense of § 13 BGB or other relevant legal provisions, to use the software. Before the paid use, the software is available to the customer for free use for test purposes. free of charge for test purposes.

2. The following provisions apply to all contracts of use (hereinafter referred to as "contracts") concluded between the the manufacturer and the customer for the use of the Internet site.

2 Conclusion of contract

1. Konfuzio does not constitute a binding offer by the manufacturer.

2. The use of Konfuzio requires the creation of a customer account (hereinafter: account). For the For the creation of the account, the required data must be entered and a password must be set. By confirming the account, the customer makes a binding offer to conclude a contract for the free use of the software. free use of the software. This offer can end with the manufacturer setting up and granting access to the account or sending a message to the customer. account or by sending a message to the specified e-mail address with the access data for the account set up. account that has been set up.

3. By concluding a contract for free use in accordance with clause 2.2, the manufacturer grants the customer the right to use Konfuzio from the time of notification of the access data by Konfuzio within the scope of the function of a fair use policy. An automatic automatic conversion to a contract for paid use of the software does not take place.

4. During the period of free use in accordance with clause 2.3, the customer has the option at any time to conclude a paid contract for the use of the software with Koninklijke. contract with Konfuzio for the use of the software. In doing so, the client can choose the software version Pro chosen.

5. For the conclusion of a contract for the fee-based use of the software, the client shall, upon request, prepare an which is accepted by the client through confirmation, but at the latest through payment of the invoice. payment of the invoice.

3 Services, change of versions

1. For the term of a contract, the manufacturer shall provide the customer with access to the version of the software offered on Konfuzio and selected by the customer as a software-as-a-service (hereinafter: SaaS) via the Internet. and selected by the customer as Software-as-a-Service (hereinafter: SaaS) via the Internet. available. The functional scope of the booked software version, including any additional functionalities, results from the description on the website. can be found in the description on the Konfuzio website under the heading "Prices" and "Functions". Additional services are not the subject of the usage contract.

2. Additional functionalities, whose scope of use is not limited, may only be used to a reasonable extent ("fair use"). ("fair use"), in particular in order to ensure the functionality and economic efficiency of the provision for all customers. for all customers. Inappropriate use

is also unreasonable use, i.e. if the additional functionality is not used in relation to the functionality of the software. functionality of the software. The manufacturer reserves the right to restrict the use of the additional functionality by the customer if the fair use principle is violated. use of the additional functionality by the customer after the manufacturer has pointed this out to the customer. of this fact.

3. If quotas are provided for additional functionality, unused quotas cannot be carried over to the next billing period. carried over to the next billing period.

4. The Software enables the exchange of data with third party systems ("Third Party System") via interfaces ("Integrations"). The Konfuzio support website provides an overview and description of all available integrations. integrations, whereby the availability to the customer may depend on the package booked by the customer. Konfuzio reserves the right to change the offer of integrations, especially if the third party provider adjusts or discontinues the integration. or discontinues the integration. In principle, integrations are provided by third party providers and are the sole and are the sole responsibility of these. Integrations are therefore not services provided by Konfuzio. Functional scope, prices, duration and terms of use for the provision of partner integrations, including support, are based on the contractual contractual provisions between the client and the third party provider (e.g. availability, prices, duration). Konfuzio does not assume any liability or warranty for the integrations. In order to be able to use an integration the client must have the usage authorisation for the third party system to be connected. For the operation of the third party system, including its availability, is the responsibility of the customer in the relationship between the customer and the manufacturer.

4 Availability and reaction time in the event of faults

1. The customer guarantees 99% availability of the Konfuzio software provided as SaaS on an annual average. annual average. Excluded from this are times in which the server is down due to other technical problems that are problems that are beyond the control of Konfuzio (in particular force majeure, fault of third parties). third parties. Also excluded are planned maintenance works (e.g. updates of the software), which are either outside the hours of Monday to Friday (taking into account all public holidays in Germany) between 9:00 am and 6:00 pm, or and 18:00, or which have been announced in advance in accordance with section 4.2.

2. The customer is entitled to interrupt the availability of the software for maintenance purposes and due to other technical requirements. interrupt the availability of the software. Maintenance work shall be carried out as far as possible outside normal business hours from Monday to Friday (taking into account all public holidays in Germany) between 9:00 and 18:00. If a maintenance measure leads to an interruption of the use of the software of more than 30 minutes within the normal business hours from Monday to Friday (taking into account all public holidays in Germany) between 9:00 a.m. and 6:00 p.m. and 18:00, the customer will announce this maintenance work by e-mail. The announcement shall be made at least 24 hours in advance. At the customer's request, the announced maintenance work may be postponed, provided that this is is justifiable from Konfuzio's point of view for technical and economic reasons.

3. Disruptions to system availability must be reported by the client immediately after they become known. The manufacturer shall endeavour to ensure a reaction time in accordance with the service levels for reports of system service levels.

5 Cooperation by the client

1. The customer is obligated to check the functionalities and general condition of the software during the free use in accordance with clauses 2.2 and 2.3. and general condition of the software and to report any defects or other deviations from the service description. the service description to Konfuzio before concluding a contract for the use of the software for which a fee is charged. Defects or other deviations from the quality requirements, which were already known or present during the free use already known or present during the free use, but which were not reported to Konfuzio prior to the conclusion of the the the customer cannot refer to defects or other deviations from the requirements of the quality that were already known or present during the free use of the software.

2. The client is obliged to ensure the technical requirements himself.

   1. The connection to the internet with sufficient bandwidth and latency is the responsibility of the client.

   2. For an optimal use of the offers and functions of Konfuzio, the customer will use the browser types Google Chrome or Mozilla Firefox in their respective current version. In addition, the settings in the browser settings must allow the use of cookies. If these technical requirements are not met by the client If these technical requirements are not met by the customer, the usability of Konfuzio's services may be restricted under certain circumstances. Konfuzio is not responsible for these restrictions.

   3. The client is responsible for implementing state-of-the-art IT security measures within his own organisation and for his employees. IT security measures within his own organisation and for his employees. These include, but are not limited to, the installation and regular updating of common antivirus software on the laptops, computers or other mobile end devices of the customer's employees, ensuring that secure passwords are assigned and and regular updating of secure passwords in accordance with the BSI IT Grundschutz or other equivalent equivalent, recognised security standards for the Konfuzio account as well as for the laptops, computers or other mobile other mobile devices of the employees or use of appropriate mechanisms such as 2-factor authentication, automatic inactivity lock, firewall, etc.

   4. The customer is further obliged to ensure the secrecy of the identification and authentication data assigned to its users as well as access data. authentication data as well as access data for interfaces, i.e. also for example the organisational and, if necessary, technical prohibition of the passing on of passwords as well as the prohibition of the use of the use of so-called "shared accounts". The ban on the use of shared accounts refers to the Konfuzio account. to the Konfuzio Account.

   5. Furthermore, the client has to take care of the security of the used internet connection, that means in particular the use of company-owned instead of public Virtual Private Networks (VPN) as well as ensuring the use of VPN connections in public networks.

3. The customer is responsible for the technical set-up and administration of the account. This applies regardless of whether Konfuzio supports the customer in setting up the account, in whatever form. This includes in particular: (i) the technical setup of the account, in particular migration of data, configuration of processes and products; (ii) the functional set-up of integrations in the Konfuzio account and in the third third party system, e.g. determining whether certain data fields are to be transferred and how customer-specific values are to be from multiple selection fields; (iii) checking the correctness of the integration function by means of test cases (e.g. concerning cases (e.g. regarding the text length of free text fields) prior to productive use; (iv) the technical connection of

interfaces on the interfaces on the Customer's side according to the specification for incoming and outgoing data, including the API keys and the activation of interfaces in the third party system; (v) the administration of the Account, in particular the Account, in particular the creation of users and roles and the allocation of access to the Account.

4. The client is obligated to inform Konfuzio immediately in text form of any service disruptions that occur (deficiencies in the services, lack of availability). availability) without delay in text form and to provide comprehensible information on any performance information about occurring service disruptions. In the event of service disruptions, the client will assist Konfuzio to a reasonable extent in in the identification and elimination of errors. Konfuzio is entitled to temporarily show the client and to eliminate the actual cause later by adjusting the Konfuzio software, provided that this is to the software, if this is reasonable for the customer.

6 Granting of rights

1. Konfuzio grants the customer a non-exclusive, simple, non-transferable right to use the software for the duration of the contract. limited to the term of the contract to use the software. For the rights of use to third party systems and integration the terms and conditions of the respective third party apply.

2. The customer undertakes to use the software exclusively in accordance with the contract and not to make it available to third parties for use. third parties for use.

3. When booking the functionalities of the Pro version, the client's rights of use also extend to with the customer within the meaning of § 271 HGB, §§ 15 ff. AktG (German Stock Corporation Act) or the respectively applicable applicable provisions of company law.

7 Prices, payment methods and terms of payment

1. The prices stated at the time of the order apply, as they are shown on the website of Konfuzio. website. The prices stated there are annual net prices in euros and do not include the statutory value added tax value added tax at the statutory rate applicable at the time, if applicable.

2. All payments are due in advance on the date of the invoice.

3. Billing begins on the day the account is activated and ends after 12 months. The customer a new annual invoice will be sent to the customer at the beginning of the respective period for transfer in electronic form by e-mail. sent to the customer.

4. In the event of default by the customer, the manufacturer is entitled to immediately block the customer's access to the software. In this case, the customer remains obliged to continue to pay the agreed remuneration plus any interest on arrears. interest on arrears. Any damages caused to the client by the blocking for this reason cannot be claimed against Konfuzio. be asserted against Konfuzio. Furthermore, Konfuzio has no right to block access to the software. Furthermore the legal provisions of §§ 286, 288 BGB (German Civil Code) or other relevant legal provisions apply. legal regulations.

8 Start of contract, minimum term and termination

1. As soon as the customer has received his access data, the free use begins (see section 2.2 and 2.3). During free use, the customer can decide whether he wishes to conclude

a contract for the paid use of the software. software for a fee.

2. In the case of contracts for the chargeable use of the software billing, a minimum term of twelve months applies. After expiry of the minimum term, the contract shall be extended by twelve months at a time, unless the customer gives three months' notice before the start of an extension. three months' notice before the start of a renewal period.

3. The manufacturer has the right to terminate contracts for the paid use of the software with one month's notice and to terminate contracts for free use immediately. and to terminate contracts for free use without delay.

4. The right of both contracting parties to terminate for good cause remains unaffected.

5. The termination must be made in text form. The customer's account will be blocked when the termination takes effect.

9 Other provisions

9.1 References

1. The manufacturer is granted the right to name the customer and the organisations entitled to use the product within the scope of the indication of references, also using the logo. The manufacturer is also permitted for advertising purposes, a screenshot of the application for advertising purposes, provided that it is ensured that no confidential information or personal data can be seen. personal data are visible.

2. The customer and the organisations entitled to use the application shall allow the manufacturer to publish a press release as well as the naming with company logo on the manufacturer's websites. The persons and/or and/or organisations named in the press release shall be involved in the preparation of the press release and thus prior to publication.

3. The producer is aware of the reputation attached to the names of the organisations entitled to use the press release and undertakes not to use its rights referred to in paragraph 1 to the detriment of the organisations entitled to use them. organisations.

9.2 Confidentiality agreement

9.2.1 Preamble

The following confidentiality agreement of Helm & Nagel GmbH (HN) shall apply to all contracts with customers. The manufacturer and the customer are also referred to in the following as party or parties.

9.2.2 Scope

1. The parties undertake to treat as confidential all information made available in the course of the execution of a contractual relationship.

2. The parties undertake to instruct their personnel accordingly and to oblige them to comply with the agreement. and to obligate them to comply with the agreement separately in text form.

3. The parties undertake not to disclose information to be kept secret to third parties. No third parties are to be entered into with the customer within the meaning of § 271 HGB

(German Commercial Code), §§ 15 ff. AktG (German Stock Corporation Act) or the respective applicable applicable corporate law provisions, provided that they have been obligated to maintain confidentiality. confidentiality.

4. Excluded from this is information which is publicly known without the recipient's intervention or which has become publicly known after the conclusion of this agreement. of this agreement; was already known to the recipient prior to the commencement of the business relationship, without this information being relationship without this information being subject to any other confidentiality obligation; is disclosed to the recipient by a third party without has been made known to the Recipient by a third party without a breach of a confidentiality obligation; or has been disclosed by the developed independently by the recipient without the use of confidential information.

5. The customer is obliged to keep confidential all knowledge of data security measures of HN obtained within the scope of the contractual relationship. data security measures of HN confidentially. This obligation remains in force even after termination of this contract.

6. The customer shall treat as strictly confidential all information made accessible to him in the course of the execution of this contractual relationship and which goes beyond the purely external appearance of the software as well as the mere the mere listing of the scope of functions. This applies in particular to information about methods and methods and procedures used by HN as well as information concerning the software. The customer is furthermore obliged to maintain secrecy vis-à-vis third parties, also by his employees, in particular to prevent unauthorised access to the software by third third parties to the software and related information by taking suitable precautions.

7. The parties undertake to notify each other immediately upon becoming aware of a breach of the agreed secrecy obligations. confidentiality obligations and to provide all reasonable assistance in connection with all proceedings in this connection. in connection therewith.

8. At the end of the contractual relationship, the parties shall, without being asked to do so, return all confidential information provided or destroy/delete such information. information provided or destroy/delete it in accordance with data protection regulations and provide each other with a written certificate of written certificate upon request.

9. Should a court or an authority demand the disclosure of confidential information from a party, the affected party, in the course of a proceeding, the parties shall be obliged to do so. party, the affected party shall inform the other party without delay in order to give the other party the opportunity to disclose confidential information. party to give the other party the opportunity to seek appropriate remedies or take other protective measures. take other protective measures. Upon request, the affected party shall assist the other party in taking such action. assist the other party in such action. If such measures are waived or are unsuccessful, the affected Party may disclose Confidential Information without breach of this Agreement. Such disclosure shall be made only to the extent extent required by law, and the Covered Party shall use its best efforts to maintain the confidentiality of the information to be disclosed.

10. The obligation of confidentiality shall continue beyond the duration of the Agreement until twelve months after the effective effective termination date of the contract.

9.3 Technical and organisational measures

9.3.1 Technical and organisational measures according to Art. 32 DSGVO

Companies that collect, process or use personal data themselves or on behalf of others must take the technical and organisa and organisational measures necessary to ensure the implementation of the provisions of the EU GDPR. ensure. Measures are only necessary if their cost is propor-

tionateto the intended protection purpose. protective purpose. In this annex, the technical and organisational measures taken by the manufacturer are as required by Article 32 of the GDPR. The measures taken by the manufacturer are presented below in tabular form. in the following. In the left column of the table, those measures are recorded that have been approved by the Gesellschaft für Datenschutz und Data Protection e.V. (hereinafter: "GDD") as particularly suitable. The right-hand column documents the measures taken by the manufacturer are documented. This documents the technical and organisational measures.

9.3.2 Access control

Unauthorised access to the premises is prevented. Technical and organisational measures for access control, especially for the legitimisation of authorised persons.

- Suggested measures (GDD): Access control system, badge reader, magnetic card, chip card.

- Measures (Helm & Nagel): See the security measures documented in Appendix 3 of the hosting Company

9.3.3 Access control

The intrusion of unauthorised persons into the DP systems is prevented. Technical and organisational measures regarding user identification and authentication:

Passwords

- Proposed measures (GDD): Password procedure

- Measures (Helm & Nagel): Access to the application is only possible via the Internet with a personal username and password. password via the Internet. The passwords are created in particularly strong variants. Thereby usually passwords with at least 8 digits are accepted. Passwords that are similar to the master data of a user's master data or are contained in a list of general passwords are not accepted. Also the manual The manual entry of new passwords by users also requires compliance with the above requirements. Access to the server is only possible for specially authorised staff. Access takes place exclusively via encrypted connections (SSH) via the private/public key procedure.

Data carrier

- Proposed measures (GDD): Encryption of data carriers.

- Measures (Helm & Nagel): The data storage devices of the manufacturer's servers are subject to strong encryption. Access to the access to the servers is always encrypted.

9.3.4 Access control

Unauthorised activities in DP systems outside of granted authorisations are prevented. Needs-oriented Design of the authorisation concept and access rights as well as their monitoring and logging:

- Proposed measures (GDD): Differentiated authorisations (profiles, roles, transactions and objects).

- Measures (Helm & Nagel): Within the application, there is a differentiated division into rights and roles. The The possibilities of a user to move around within the application and to carry out actions are by assigning appropriate roles and rights. Changes to the data stock are logged.

9.3.5 Transfer control

The secure transfer of personal data is guaranteed. Measures during transport, transmission and or storage on data media (manually or electronically) as well as during subsequent verification:

- Proposed measures (GDD): Encryption / tunnel connection (VPN = Virtual Private Network).

- Measures (Helm & Nagel): Communication between client and server is exclusively encrypted. Helm & Nagel uses 256-bit encryption (SSL). At no time are security-relevant or customer-specific data customer-specific data is transmitted unencrypted.

9.3.6 Input control

Traceability or documentation of data management and maintenance is guaranteed. Measures for Subsequent checking of whether and by whom data has been entered, changed or removed (deleted):

- Proposed measures (GDD): Logging and log evaluation systems.

- Measures (Helm & Nagel): Changes to the data stock are logged.

9.3.7 Order control

Order data processing in accordance with instructions is guaranteed. Measures (technical / organisational) to delimit the competences between of competences between customer and manufacturer:

- Suggested measures (GDD): Clear contract design.

- Measures (Helm & Nagel): The manufacturer's contract contains a special DSGVO-compliant data protection annex.

9.3.8 Availability control

Data is protected against accidental destruction or loss. Data protection measures (physical / logical):

Backup

- Suggested measures (GDD): Backup procedure.

- Measures (Helm & Nagel): A daily backup of the data is created automatically. The manufacturer creates The manufacturer creates several up-to-date copies of customer data on an ongoing basis, but in no case less frequently than once a week (unless no customer data has been updated during the period). updated during the period) several up-to-date copies of customer data, from which customer data can be restored, are kept. and shall retain them. The manufacturer shall log data recovery actions.

Firewall

- Suggested measures (GDD): Virus protection / Firewall

- Measures (Helm & Nagel): The manufacturer's servers are protected by a firewall. This allows access to the server via 3 ports - 80 (http), 443 (https) and 22 (ssh). The manufacturer uses anti-malware controls to prevent, malware from gaining unauthorised access to client data, including malware from public networks.

9.3.9 Disconnection control

Data that is collected for different purposes is also processed separately. Measures for separate processing (storage, modification, deletion, transmission) of data with different purposes:

- Proposed measures (GDD): "internal multi-client capability" / purpose limitation.
- Measures (Helm & Nagel): Several client applications can be installed on each server. It is ensured that each application always works only in its own separate environment. On the servers there are only programmes that are necessary for operation. These are always kept up to date.

9.3.10 Hosting

Reference to the security measures of the hosting companies chosen by Helm & Nagel

Please note: Each of the hosting providers listed here will only receive personal data if this is necessary for the necessary for the performance of the activity defined in the commissioned processing. Otherwise there will be no data transfer does not take place. Our company is guided by Articles 21 and 22 of the "Code of Conduct" of the German Insurance Association GDV, last accessed on 26.06.2021, and the Guide to Processing Activities of Bitkom e.V., For a detailed list of the service providers commissioned by us, the data subject may contact data subject may contact the data protection officer, who will make this available in accordance with Art. 15 DSGVO. provides.

- Company: Microsoft Corp.
  - Registered office of the company: One Microsoft Way, Redmond, WA 98052, USA.
  - Place of data processing: Germany
  - Data Protection Officer: Microsoft Ireland Operations, Ltd, Attn: Data Protection, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521
  - Further information at https://docs.microsoft.com/de-de/azure/security/
- Company name: Telekom Deutschland GmbH
  - Registered office of the company: Landgrabenweg 151, 53227 Bonn, Germany
  - Place of Data processing: Germany
  - Data protection officer: Dr. Claus-Dieter Ulmer, +49 (0228) 1810, daten-schutz@telekom.de
  - Further information at http://www.telekom.de/gk/dsgvo-auftragsverarbeitung
- Company name: Hetzner Online GmbH
  - Registered office of the company: Industriestr. 25, 91710 Gunzenhausen
  - Place of Data processing: Germany
  - Data protection officer: Alena Scholz, data-protection@hetzner.com.
  - Further information at https://www.hetzner.com/legal/privacy-policy

9.4 Data order processing

Contract for commissioned processing pursuant to Art. 28 DSGVO

9.4.1 Subject matter and duration of the contract

1. The subject matter of the mandate results from the main contract. The duration of this contract corresponds to the duration of the main contract.

9.4.2 Specification of the subject matter of the contract

1. The scope, type and purpose of the collection, processing and use of personal data by the manufacturer for the customer are specifically described in the main contract. The manufacturer has no influence on the nature of the data and the group of data subjects.

9.4.3 Technical-organisational measures

1. The manufacturer shall organise the internal organisation within his area of responsibility in such a way that it meets the requirements of data protection. requirements of data protection. He shall take technical and organisational measures to adequate protection of data against misuse and loss in order to meet the requirements of the GDPR.

2. The parties agree that the technical and organisational measures are subject to technical progress and further development. further development. In this respect, the manufacturer is permitted to implement alternative adequate measures. He must inform the customer of this on request and ensure that the security level of the specified measure is not undercut. level of the specified measure is not undercut. The manufacturer must ensure security in accordance with Art. 28 Para. 3 c, 32 DSGVO in particular in in connection with Art. 5 (1), (2) DSGVO. Overall, the measures to be taken are as follows data security measures and to ensure a level of protection commensurate with the risk in terms of confidentiality, integrity, availability and resilience of the systems. Significant changes must be be documented.

9.4.4 Correction, blocking and deletion of data

1. The Contractor shall only correct, delete or block data processed on behalf of the Client on the Client's instructions. delete or block the data. Insofar as a data subject should contact the Manufacturer directly for the purpose of correcting or deleting deletion of his data, the Manufacturer shall forward this request to the Customer without delay.

9.4.5 Obligations of the Manufacturer

1. The Manufacturer shall appoint - to the extent required by law - a data protection officer who shall perform his duties in accordance with Art. 37, 38 DSGVO. The contact details of the data protection officer shall be communicated to the customer for the purpose of direct contact. contact.

2. The manufacturer shall ensure that confidentiality is maintained in accordance with Art. 28 Para. 3 S. 2 b, 29, 32 Para. 4 DSGVO. All persons who could access the customer's data listed under point 2 in accordance with the order must be and informed of the special data protection obligations resulting from this order as well as the existing instructions and as well as the existing obligation to follow instructions or to use the data for a specific purpose.

3. The manufacturer shall ensure the implementation of and compliance with all technical and organisa organisational measures required for this order in accordance with Art. 32 DSGVO.

4. The manufacturer will provide the customer with all necessary information to prove compliance with the obligations set out in Art. 24-36 of the GDPR. DSGVO upon request and to carry out checks – including inspections – which are carried out by the carried out by the Customer or by an auditor appointed by the Customer, and contribute thereto.

5. In the event of remote maintenance or the use of subcontractors, appropriate personal data protection measures shall be agreed between the parties in a separate contract for the processing contract.

9.4.6 Subcontracting relationships

1. The Customer agrees that the Manufacturer, in order to fulfil its contractually agreed services, in particular, but not exclusively, for the areas of maintenance and installation of the data centre infrastructure, telecommunication services, hosting and user service, to use affiliated companies of the Manufacturer for the or subcontract services to companies of the Manufacturer for the performance of its contractual services.

2. If the Manufacturer places orders with service providers, it shall be incumbent on the Manufacturer to transfer its obligations under this contract for the contract to the service provider.

3. The Manufacturer shall ensure that an up-to-date list of the service providers used is available to the Customer on request. available to the Customer on request. In the event of changes to this list with regard to the involvement or replacement of further service providers the customer shall be informed thereof.

4. Subcontracting relationships within the meaning of this provision shall not be understood to include those services which the third parties as an ancillary service to support the execution of the order. These include telecommunications services, maintenance and user services, cleaners, inspectors or the disposal of data media. data carriers. However, in order to ensure the protection and security of the data of the and security of the customer's data, even in the case of outsourced ancillary services. and to take control measures.

9.4.7 Rights and obligations of the customer

1. The client alone is responsible for assessing the permissibility of the commissioned processing and for safeguarding the rights of data subjects. is the sole responsibility of the client.

2. With regard to the customer's control obligations pursuant to Art. 28 Para. 1 DSGVO before the start of the data processing and during the term of the contract, the Manufacturer shall ensure that the Customer is aware of the technical and organisational measures taken upon request.

3. The customer has the right to carry out the inspection of the order in consultation with the manufacturer or to have it carried out by auditors to be to be named on a case-by-case basis. He has the right to inspect by random checks, after timely (3 weeks) during normal business hours without disrupting operations, to satisfy itself of the Processor's compliance with this Agreement. of this Agreement by the Processor in its business operations. The Processor undertakes to provide the data controller, upon request, with the information required to comply with its obligation to monitor the order and to provide the and to make the relevant evidence available. Costs incurred by the costs incurred by the Processor as a result of its assistance shall be reimbursed to it to a reasonable extent (audit costs).

9.4.8 Reporting obligations

1. The Contractor shall in all cases notify the Customer if the Contractor or the persons

employed by the Contractor commit any personal data protection regulations or against the specifications made in the order. the specifications made in the order. The notification shall be sent, if possible, within 72 hours of the of the relevant event to an address designated by the customer. The obligation to report shall not apply if it is unlikely that the personal data breach will result in a risk to the rights and freedoms of data subjects. data subjects.

2. The manufacturer assures to support the customer in its obligations according to Art. 33 and Art. 34 of the Data Protection necessary extent.

9.4.9 Authority of the customer to issue instructions

1. Within the scope of the order description agreed in this agreement, the customer reserves a comprehensive right to issue instructions on the type, scope and procedure of the data processing. right to issue instructions on the type, scope and procedure of the data processing, which he may individual instructions. Changes to the object of processing and changes to procedures must be jointly agreed and documented. documented. The Manufacturer may only provide information to third parties or the data subject with the prior written consent by the customer.

2. The customer shall immediately confirm verbal instructions in writing or by e-mail (in text form). The Manufacturer shall not use the data for any other purpose and is in particular not entitled to pass them on to third parties. Copies and duplicates shall not be made without the knowledge of the customer. Security copies are excluded from this, necessary to ensure proper data processing, as well as data that must be retained in order to comply with legal requirements. required to comply with statutory retention obligations.

3. The Manufacturer shall inform the Customer accordingly without delay if it is of the opinion that an instruction violates data protection regulations. The Manufacturer shall be entitled to suspend the implementation of the The Manufacturer shall be entitled to suspend the implementation of the relevant instruction until it is confirmed or amended by the person responsible at the Customer.

9.4.10 Deletion of data and return of data carriers

1. After completion of the contractual work or earlier upon request by the customer – at the latest with the termination of the main contract at the latest – the Contractor shall, at the discretion of the Customer, either destroyed or handed over to the customer. Documentation which serves as proof of the orderly and proper processing of data must be and proper data processing shall be retained by the Contractor beyond the end of the contract in accordance with the the end of the contract. He may hand them over to the customer at the end of the contract to relieve him of the burden.

9.5 Service descriptions

9.5.1 Preamble to the standard software

With the Konfuzio software, information from documents is automated, simplified and retrievable at any time in a structured manner. retrievable at any time. Documents from various business processes can be integrated and consolidated. The software serves The software serves as a platform and offers different components for the simple and fast processing of individual documents of any kind as well as for the individual structuring of documents. The software serves as a platform and offers different components for the simple and fast processing of indi-

vidualdocuments of any kind as well as for the individual structuring of the information contained therein. It is standard software that is designed for use by a large number of customers. The software must therefore be therefore have to be individually adapted and processed by the client in each case. The overall responsibility for the introduction of the software lies with the customer. The manufacturer of the software mentioned below is Helm & Nagel GmbH.

The Konfuzio software currently consists of three modules.

9.5.2 Konfuzio Server

The service-oriented architecture of Konfuzio provides an AI web service for processing documents. The results of the document processing are provided via multi-client REST API services in JSON format. format. The currently documented functions of the API are available at https://app.konfuzio.com/api/. The application differentiates users according to roles and offers the possibility to configure Create, Read, Update and Delete (CRUD) permissions. In simple terms, Konfuzio processes documents in three steps:

Text recognition in scans and images through OCR

When loading documents, documents are loaded into Konfuzio via the REST API. Depending on the incoming quality quality of the documents, technical correction procedures are used for damaged files and then OCR for full-page text recognition. full-page text recognition. The OCR engine used can be freely selected by the customer. By default, the Open Source OCR Engine Tesseract 4.1.1 is installed as standard. With use of the Tesseract OCR does not incur any further costs for the customer. Other OCR engines are purchased purchased separately. The manufacturer provides the customer with connectors in order to use the OCR engine separately for each project. separately project. A unique ID is generated for each document. Supported input formats, see Documentation are saved as archivable PDF documents (PDF/A) including embedded text layer. The originals of the uploaded file and the PDF/A generated from it can be retrieved via REST-API.

In the version of the Konfuzio Server hosted on app.konfuzio.com, Helm & Nagel GmbH uses the Azure Read API 3.2. If the customer wants to ensure the same results of the text recognition in his own installation the customer is recommended to use the OCR of Azure as an On-Prem as an `On-Prem Container or as a REST API. to be purchased. If the customer so wishes, Helm & Nagel shall provide this OCR engine and charge for it separately. separately. The price for use shall be based on Microsoft's prices. These can be obtained for the REST API from Microsoft and for the on-prem Container from Microsoft can be viewed. The price without quantity discount applies.

Categorising and later extracting the individual pieces of information

Categorising and extracting documents: Each incoming document is assigned to a class by a supervised learning model. class by a supervised learning model. The exact procedure for classification does not require any manual rules and goes far beyond the keyword-, phrase-, layout- or graphic-based classification. The classification gives per class per incoming document a confidence value. Classes are configured and trained by users. For each class information can be extracted for each class, if desired. The extraction of individual information in the context of tables, unstructured text or by the layout of the document is only possible by defining training documents. training documents. For this, users adapt the AI through training documents. For each training run and category automatically trained on the basis of the training documents, stored and then used for inference. inference. During inference, a confidence value is output for each piece of information. The recognition of the The recognition of the individual pieces of information is made possible by the use of labels, see below. If annotated in the training documents the context of individual pieces of information is learned by the AI. Thus, a single piece of information, e.g. first name, occur several times in the document. For example, one of the two recognised first names can be assigned to the recipient and one to the sender. the sender. The recognition of the context of the individual piece of information is made possible by the use

of label sets, see next page. see next page. The manufacturer evaluates the latest AI research on an ongoing basis and includes further AI models in the product range. models into the application after positive test results.

Use of the data via REST API

After loading and extracting the documents, the contents of the documents are made available as structured data as REST API in the JSON format. The data can be retrieved with the document ID. In addition, it is possible to webhook for each document, which actively sends the structured data to a previously defined service after the defined service after the processing process. Feedback on AI results from classification, extraction and context recognition can be be given by authorised users through the web-based SmartView. This SmartView provides direct access and synchronous display of the recognised information via document ID. Through feedback, the quality of the AI is is continuously improved. In addition, new classes, individual pieces of information or contexts can be trained to the AI in this way.

The software Konfuzio is designed to classify any type of document and to display information in the professional context on the basis of the document type. context on the basis of the document type. This generic applicability of the system is made possible by three essential elements of the software.

Category: Each incoming document is assigned to a document type, a so-called category, assigned. A document has a document type. If extraction is desired, a category can be supplemented with label sets. can be added to a category.

Labe set: A label set is a bundle of labels. A label set can be used to recognise tables or to extract individual information in the subject context. extract individual pieces of information in the subject context, e.g. that of the sender of a letter.

Label: Labels define the individual pieces of information to be extracted from a document. For each label, an auto typing, e.g. conversion into machine-readable date formats.

With these three modules, users build up a comprehensive data set that can be used to apply AI with supervised learning. methods in both classification and extraction through sample documents. Data for both initial and ongoing training are applied via the web browser-based Konfuzio SmartView per point and click in the document by users. in the document by users. Once information has been saved, it can be accessed via an individual URL in the SmartView. In addition, each individual piece of information can be accessed via a unique URL directly in the SmartView. directly in the SmartView.

The application offers extensive logging. From import to export, the technical processing steps are logging of the technical processing steps takes place for each document. This view can be viewed by users authorised as superusers. authorised as superusers. The logging at module level, e.g. the classification of a document, is accessible through the tasks in the Redis messaging system.

In addition, these three modules make it possible to build up a well-ordered database and use it for both technical and content reporting purposes. technical as well as content-related reporting purposes. Konfuzio offers standard reports and allows for the individual reports: prefabricated reports can be downloaded directly from the application for each trained AI model and project as a CSV. directly from the application. Individual reports can be created using the Konfuzio Python SDK or MS Excel Power Query.

The application is multi-client capable. An AI model can be used in different projects. Users with separately configurable roles can be invited to a project. One API endpoint is available per project. An AI model can be made available to different authenticated groups of users after training or retraining. users after training or retraining.

In addition to Konfuzio's internal reporting options, Konfuzio is operated in a Kubernetes environment. This allows a comprehensive control of the technical operation. The continuous export of reporting-relevant data enables end-to-end reporting.

Operating requirements & system environments for installation on the customer's servers (on-prem / (private) cloud)

The following is a system design with 3 Konfuzio instances (DEV, TEST, PROD) in order to implement a development/test system independent of the operation in production.

The system environment comprises three types of VMs. The Konfuzio server software is run on the master VM. The speed of processing the tasks in the Redis task queue can be increased by integrating additional worker VM(s) in addition to the master VM, see also Performance under load. If text recognition (OCR) is required, at least one OCR VM must be operated per Worker VM.

Design of the Master VM

- Resources: 8 vCPU (min. 2.6 GHz) and 64 GB RAM

- We recommend Redhat Linux as the VM's operating system.

- All VMs require the AVX2 CPU command extension.

- PostgreSQL version 9.5 or newer is used as the database (version 11.11 is recommended).

- Redis version 4 or newer is used as the task queue (version 4.0.9 is recommended).

- Each VM should be connected to the network with at least 1 Gbit/s.

- Network storage for files with at least 1 TB storage space

- Internet connection is not required.

The technical instructions for installing the Konfuzio Server software can be found here.

Design of the Worker VM

- Resources: 8 vCPU (min. 2.6 GHz) and 64 GB RAM

- We recommend Redhat Linux as the VM's operating system.

- All VMs need the AVX2 CPU command extension.

- Each VM should be connected within the network with at least 1 Gbit/s

- Read and write access to the network storage of the master VM

- Internet connection is not required

Design of the OCR VM (optional)

- Resources: 16 vCPU (min. 2.6 GHz) and 64 GB RAM

- We recommend Redhat Linux as the VM's operating system.

- All VMs require the AVX2 CPU command extension.

- Each VM should be connected within the network with at least 1 Gbit/s

- Read and write access to the network storage of the master VM

Performance under load

A system environment with one Master VM and one Worker VM processes 3,000 pages per hour. A system environment with one Master VM and two Worker VMs processes 6,000 pages per hour. The specifications describe the state when using Tesseract 4.1.1 <https://github.com/tesseract-ocr/tesseract/releases/tag/4.1.1>`_ and assume that no training of the AI is carried out at no training of the AI is carried out at load time.

Development / test system:

- 1 VM for databases, data storage and web server (each for development and test) + all tasks of the development system. system. Tasks refer to tasks from the "task queue" such as preprocessing, classification, extraction and training.

- 1 VM for OCR (development and test)

9.5.3 Konfuzio Trainer

The service description can be found in the technical documentation at https://dev.konfuzio.com/training/training_documentation.html.

9.5.4 Konfuzio Python SDK

The Konfuzio Python SDK provides extensible Python API that allows data scientists and developers to access and interact with the Konfuzio server. developers to access and interact with the functionality of the Konfuzio server. The Konfuzio Python SDK works independently of the chosen hosting concept of the Konfuzio Servers.

A common use case is the complete download of all data available on the Konfuzio Server to which the user has access. the user has access to. This kind of download enables a complete and self-sufficient data backup or transfer of the transfer of data to the customer's server. With a good internet connection, thus a download speed of more than 200 MBit/s, the following storage space requirements and duration for the download can be expected:

- The text of the document requires a storage space of approx. 0.05 MB per page at a download speed of 26,000 pages per hour

- An additional 1 MB per page is required if the optical properties, so-called bounding boxes, are to be saved down to the individual letter. individual letter are to be saved. The download speed is approx. 16,000 pages per hour.

- A further 0.125 MB per page is required if the archivable OCR version of the PDF is also to be saved. These files can be downloaded at approx. 48,000 pages per hour.

- A further 0.15 MB per page is required if each page is to be saved as an image. This download is possible at a speed of 16,000 pages per hour.

Technical instructions on how to use the Python SDK can be found at dev.konfuzio.com. The service description can be found in the technical documentation at https://dev.konfuzio.com/sdk/configuration_reference.html.

9.5.5 Konfuzio Document Validation UI

The Konfuzio Document Validation UI provides an extensible Vue.js-based user interface. It is specifically designed for business clients to intuitively verify the accuracy of information automatically extracted by our document extraction AI, with minimal time investment.

The Document Validation UI offers users clear guidance for reviewing extracted information. A typical use case involves a staff member validating a document extracted by Konfuzio. The following actions are available to the user:

- Accept the extracted information to confirm its accuracy.

- Edit the content of the extracted information.

- Remove the extracted information if it is unwanted.

- Add a new annotation for any missing extracted information.

- Complete the review to track completed validations.

Additionally, the Document Validation UI provides editing tools that enable users to modify documents in the following ways:

- Rename the file.

- Manually change the document category.

- Split the document into multiple files.

- Rearrange the pages contained in the document.

- Rotate individual pages or all pages in the document.

In addition to its existing integration within the Konfuzio Server, the Document Validation UI can be integrated into third-party applications. Technical guidance for integrating the Document Validation UI is available at *dev.konfuzio.com*.

The performance description can be found in the documentation at *<https://help.konfuzio.com/document-validation-ui/index.html>*. If the Document Validation UI is not included in the maintenance contract, the MIT License applies. This can be reviewed on *GitHub <https://github.com/konfuzio-ai/konfuzio-capture-vue/blob/main/LICENSE>*.

9.6 Service Levels

The following overview of *Service Levels* indicates the response times after notification by the customer of a technical problem. technical problem. To qualify for the minimum response times, the customer reports the problem via email support@konfuzio.com. For each support request, the manufacturer will assign a assign a unique case number (IT Ticket).

Once the Manufacturer has received sufficient details to isolate or reproduce the bug, the Manufacturer will assign a priority level to the bug according to the table. The response for the initial assessment will be given according to the table. When the initial assessment is complete, the manufacturer will provide the customer with an estimated time frame for the resolution. for the solution.

Priority	Description	Examples	First response target
Urgent	Production system completely blocked with no apparent workaround: one or more models cannot be run in a production system.	Licence key error for production system Segmentation error for production system.	Within 4 business hours
High	Non-blocking problem for a production system: a malfunction of one or more functions on a production system, although a workaround is available.	Unexpectedly slow performance for a production system Error in certain parameter values for a production system.	Within 8 business hours
Important	Any problem with a non-production system: any malfunction of functions for a non-production system or any request for performance evaluation and optimisation.	Any failure in a non-production environment, benchmark requests.	Within 7 working days
Normal	All other queries.	How-to questions, product suggestions, questions about issues in service level exceptions.	Within 10 working days

Business hours: 09:00 - 17:00 Central European Time, Monday to Friday; closed on German public holidays.