General Terms and Conditions

AS OF: FEBRUARY 1, 2026

For Business Customers (B2B)

> **Previous version:** This version applies to contracts concluded before 12 November 2026 until the new version takes effect for them. The **current version of the GTC** applies to all contracts from that date.
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> **Legal Note:** This is a translation of the original German "Allgemeine Geschäftsbedingungen". It is provided for convenience only. In the event of any discrepancies or legal disputes, the **original German version** shall prevail and be legally binding.

1. Scope of Application

(1) These General Terms and Conditions (GTC) apply to all contracts between Anora Systems (hereinafter "Provider") and its customers (hereinafter "Customer") regarding the use of the software "SpecScout" and related services.

(2) The offer is aimed exclusively at Entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law. Conclusion of contracts with consumers is excluded.

(3) Deviating, conflicting, or supplementary terms and conditions of the Customer shall only become part of the contract if and to the extent that the Provider has expressly consented to their validity in writing.

2. Subject Matter and Contract Type

(1) The Provider provides the Customer with SpecScout, a software solution for the automated identification, research, extraction, and structuring of technical product data (Software-as-a-Service).

(2) The data is provided based on publicly available sources and using automated methods.

(3) The Provider performs its services within the framework of a Service Contract (*Dienstvertrag*). Despite implemented quality assurance measures, no guarantee can be assumed for the complete correctness, timeliness, and completeness of the extracted data – particularly due to the dependence on external data sources.

(4) The concrete scope of services (e.g., number of requests, data formats, support level) results from the respective individual contract or offer.

3. Pilot Phase and "Beta" Status

(1) Unless otherwise stated, if the software is marked as "Pilot Phase", "Beta", or "Prototype" in the offer, it is still under development.

(2) The Customer expressly acknowledges that:

- functions may be restricted or changed at short notice,
- availability may be interrupted,

(3) A warranty for technical freedom from errors is excluded during the Pilot Phase, to the extent permitted by law.

(4) During the Pilot Phase, there is no claim to the permanent availability of certain functions, further development of the software, or the adoption of individual functions into a later product version. The Provider is entitled to adjust, remove, or discontinue functions at any time.

4. Conclusion of Contract

(1) The contract is concluded by signing an offer, written order confirmation, or by providing access to the software.

(2) The Provider is entitled to refuse the conclusion of a contract without giving reasons.

5. Obligations to Cooperate and Legality

(1) The Customer shall provide all information required for the provision of services in the agreed format.

(2) The Customer ensures that the use of the delivered data is legally permissible in their respective area of application. The Provider assumes no obligation to examine the legal admissibility of the data use by the Customer (e.g., with regard to copyright, trademark, competition, product labeling, or consumer protection law).

6. Rights of Use

(1) The Provider grants the Customer a simple, non-exclusive right, limited in time to the term of the contract, to use the SpecScout software.

(2) Regarding the delivered datasets (Output), the Provider grants the Customer – to the extent legally possible – a permanent, simple right of use for use in their own business operations (esp. E-Commerce).

(3) Any form of reverse engineering, systematic scraping of the API beyond the contractual measure, or misuse of the services to develop competing products is prohibited.

(4) The Provider is entitled to use anonymized and aggregated usage and output data for the improvement of the software, for statistical purposes, and for the further development of its own systems.

(5) Disclosure of internal operating principles, models, or evaluation mechanisms is excluded.

7. Remuneration

(1) Remuneration is based on the respective individual contract. All prices are in Euro and exclusive of the applicable statutory value-added tax (VAT).

(2) Invoices are payable without deduction within 14 days of the invoice date, unless otherwise agreed.

8. Liability and Indemnification

(1) The Provider is liable without limitation for intent, gross negligence, and injury to life, body, or health.

(2) In cases of slight negligence, the Provider is only liable for the breach of essential contractual obligations (cardinal obligations). In this case, liability is limited in amount to the foreseeable damage typical for the contract at the time of conclusion.

(3) Strict liability for initial defects (§ 536a BGB) is excluded.

(4) Furthermore, the Provider is not liable for:

- the content correctness, completeness, or timeliness of the automatically researched product data,
- damages resulting from the Customer's failure to comply with their duty of examination,
- economic decisions or measures taken by the Customer based on the provided data (e.g., listing decisions, pricing, marketing statements).

(5) Liability for lost profits, missed savings, or other indirect consequential damages is excluded.

(6) **Indemnification:** The Customer shall indemnify and hold the Provider harmless from all claims by third parties asserted against the Provider due to unlawful or contract-breaching use of the provided data by the Customer. This also includes reasonable costs of legal defense.

(7) The limitations of liability also apply in favor of the legal representatives, employees, and vicarious agents of the Provider.

9. Availability and Maintenance

(1) The Provider strives for high availability but does not owe uninterrupted accessibility.

(2) The Provider is entitled to carry out maintenance work which may lead to temporary restrictions.

10. Data Protection and Confidentiality

(1) The parties undertake to comply with applicable data protection regulations (GDPR). If the Provider processes personal data on behalf of the Customer, the parties shall conclude a separate Data Processing Agreement (DPA).

(2) Both parties undertake to keep confidential all information marked as confidential or obviously confidential of the respective other party. This obligation continues to exist beyond the end of the contract.

11. Term and Termination

(1) The contract term and notice periods result from the individual contract.

(2) The right to extraordinary termination for good cause remains unaffected.

12. Changes to the GTC

(1) The Provider is entitled to change these GTC with effect for the future for objective reasons (e.g., changes in law, technical developments, adjustment of the scope of services).

(2) Changes will be communicated to the Customer in text form at least six weeks before they take effect.

(3) If the Customer does not object within this period, the changes are deemed accepted. If the Customer objects, the Provider is entitled to terminate the contract in an orderly manner at the time the changes take effect.

13. Final Provisions

(1) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive place of jurisdiction for all disputes is the registered office of the Provider, provided the Customer is a Merchant (*Kaufmann*).

(3) Should a provision of this contract be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a valid regulation that comes closest to the economic purpose of the invalid provision.