

General terms and conditions of voiXen GmbH

1 General voiXen GmbH provides cloud-based services and applications for the analysis, storage, administration and provision of audio or video files. Voice recordings are converted into searchable text and automatically categorized (hereinafter referred to as "Services"). Customers are given the technical possibility and authorization to access the Services via the Internet and to use the functionalities within the scope of these Terms and Conditions. The offer is aimed exclusively at companies.

voiXen provides services according to the respective product descriptions or according to individual agreements exclusively on the basis of the following terms and conditions (AGB). The services offered by voiXen are exclusively aimed at customers within the EU.

voiXen is entitled to change the general terms and conditions at any time and to inform the customer of the changes in text or written form. Amended GTC become part of the contract unless the customer objects to them in text or written form within a period of four weeks from receipt.

2 Subject matter of the contract All offers of voiXen are non-binding and subject to confirmation. A contract is initiated via the order form on the website or by written notification of the customer and is only concluded by a subsequent written order confirmation (e-mail or post) by voiXen or implied by the activation of access to the internet platform by voiXen.

By setting up a user account and transmitting the access data, voiXen grants the customer the limited, simple, non-transferable, non-sublicensable right to use the voiXen speech recognition services via the Internet for his own purposes for the duration of the user relationship. In return, the customer grants voiXen the simple, non-exclusive, free of charge, spatially and temporally unlimited right, limited to the duration of this usage relationship, to reproduce the data used and stored in the voiXen cloud and to intervene manually in the transformation process if necessary for the purpose of improving the services, as far as this is necessary for the provision of the services owed according to these GTC. If voiXen commissions third parties for the purpose of providing services, the right of use may be sublicensed to the subcontractor.

voiXen takes care for a sufficient data protection against data loss in case of server crash or unauthorized access by third parties. In any case, the customer remains the sole owner of the data and can dispose of these via interfaces or by means of a download option.

The customer copies audio or video files into the voiXen cloud for conversion into text. The

quality of the conversion depends largely on the audio quality, intelligibility and speaking speed, so that voiXen can neither guarantee nor warrant that the audio files will be converted error-free and completely. Therefore, the responsibility for checking the correct reproduction before any further use lies solely with the customer.

3 Obligations of the customer The customer undertakes not to process, store or offer any data with illegal or immoral contents via the voiXen services. In particular, this includes contents which serve the formation of a terrorist organization or incitement of the people, lead to criminal offences or glorify or trivialize violence, are sexually offensive or pornographic content, are suitable to morally seriously endanger children or adolescents or to impair their welfare or which could damage the reputation of voiXen. The customer shall indemnify voiXen from all claims of third parties resulting from the violation of this obligation.

The client shall ensure that the data transmitted to voiXen is virus-free and does not contain malware, Trojan horses or other destructive or harmful content.

The customer is obliged to treat all knowledge of the business processes of voiXen gained within the scope of the contractual relationship confidentially. The services provided by voiXen may not be used, used or made available to third parties outside business operations without the written permission of voiXen. In case of misuse or use of voiXen services, voiXen can charge the customer for the advantage gained by the customer or for a lost profit due to his actions.

If the customer culpably violates one of his contractual obligations, he must compensate voiXen internally for all damages incurred by voiXen as a result of claims by third parties. In addition, the customer shall fulfil his information duties - also vis-à-vis third parties - within the scope of the legal requirements.

The customer is responsible for the secure storage and use of his access data to the voiXen services. He agrees that he will be fully responsible for all activities that occur under the use of the customer account assigned to him and the access data assigned to him. The customer undertakes to immediately report any misuse of his access data to voiXen.

The customer will immediately notify voiXen in writing of any change of address, company or legal form.

4 Terms of payment/Delay The fees and terms of payment for the voiXen services result from the current price list, unless otherwise agreed.

voiXen charges the customer once a month for the services rendered, unless otherwise agreed. The customer agrees to an invoice in electronic form. The invoice amounts are due without deduction upon receipt of the invoice.

The customer is in default with the payment of fees before the expiry of the legal deadline, as far as he does not pay after a reminder by voiXen after the due date. In case of default voiXen has the right to terminate the contractual relationship extraordinarily without notice and/or to block the customer account temporarily. The data stored there remain stored for 3 months, so that the customer can access his data again after the outstanding claims have been settled and the customer account has been unblocked. There is no entitlement to restoration of the data after the expiry of 3 months.

In case of repeated default of the customer or if due to other circumstances, in particular in case of impending insolvency, the late payment of the customer is to be feared, voiXen is entitled to demand advance payment and to block the customer account until receipt of payment.

If voiXen cannot perform the contract due to industrial action, force majeure or other circumstances unavoidable for voiXen, voiXen is released from the obligation to perform the contract for the period of the persistent obstacle to performance.

If voiXen is in default with the owed service, the customer is only entitled to withdraw from the contract if voiXen does not render the corresponding service within a reasonable grace period set by the customer, which must be at least 10 working days.

Objections against invoices issued by voiXen must be made in writing within 2 weeks after their receipt. The omission of timely objections is considered as approval.

5 Suspension of contractual services voiXen may suspend the contractual services without notice and without observance of a period of notice if the customer has given cause to terminate the contractual relationship without notice, threatens public safety or if the customer violates penal regulations when using the services of voiXen or if there is urgent suspicion of an offence in this respect. The contractual payment obligation of the customer is not influenced by it.

6 Duration and Termination of the Contract Unless otherwise agreed, the contract is concluded for an indefinite period with a minimum term of one year. It can be terminated by either party with 14 days' notice to the end of the contract year. Without timely termination, the contract is automatically extended by a further 12 months without the

customer's intervention.

The contractual relationship may be terminated by either party for good cause and without notice. Important reasons are the opening of insolvency proceedings against the assets of the respective other party or a personally liable shareholder, as the case may be, or the filing of an application for the opening of insolvency proceedings, as well as the rejection of such an application by the respective other party for lack of assets, violations of essential provisions or conditions of this contract and/or the default of payment of the customer pursuant to the conditions mentioned under 4.

Notice of termination must be given in writing.

7 Liability/Exemption voiXen is liable within the scope of the legal regulations according to these GTC for damages as far as the cause of damage is based on intent or gross negligence. A liability for slightly negligent breaches of duty is excluded, as far as these do not concern essential contractual obligations, damages from the injury of life, body or health or guarantees. In the case of a slightly negligent breach of essential obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the customer regularly relies, voiXen is only liable for the foreseeable, contract-typical damage. For this purpose the parties agree that the contract-typically foreseeable damage from breaches of duty of this agreement amounts to max. 2,500 EUR.

These limitations of liability also apply to legal representatives and vicarious agents of voiXen. A liability for lost profit, savings, lost data, indirect and consequential damages as well as damages from claims of third parties is excluded, as far as mandatory law does not contradict. In addition, liability is limited to three times the average monthly fee owed for the use of the voiXen services in the 6 months preceding the claim.

voiXen is not liable for the loss of data if the damage is based on the fact that the customer has failed to carry out regular data backups and thereby to ensure that lost data can be restored with reasonable effort.

voiXen strives to keep maintenance-related service failures as low as possible within the framework of existing technical and operational possibilities. The customers cannot derive any claims for damages from the failure of the use possibility during necessary maintenance work, unless a damage was caused by voiXen deliberately or roughly negligently. A liability of voiXen is further excluded as far as the reasons for the failure do not lie within the sphere of power and influence of voiXen (e.g. industrial action, force majeure, unavoidable influence of third parties).

voiXen is not liable for legal infringements for which the customer is responsible. The customer

is obliged to indemnify voiXen from all costs, claims and disadvantages, which third parties assert against us due to the violation of their rights by your contents or due to a violation of the law by the customer. The customer is furthermore obliged to reimburse voiXen for all costs arising from the infringement, in particular costs of appropriate legal defence including court and litigation costs incurred.

8 Data protection voiXen undertakes to handle the personal data that becomes known in the course of the contractual relationship in a responsible manner. This personal data resulting from your registration for the voiXen services as well as from the use of the services will therefore only be collected, stored and processed to the extent necessary for the contractual provision of services and permitted by statutory provisions.

voiXen acts as a processor according to § 28 Data Protection Basic Regulation (DSGVO). Accordingly, voiXen collects, processes and uses personal data of the customer and of third parties primarily for the provision of services in the interest of the customer. With regard to the handling of personal data, voiXen submits to the instructions of its customers regarding the manner, scope and procedures of data processing. The customer is solely responsible to third parties for the service provided by voiXen.

voiXen undertakes to observe the statutory provisions on data protection, in particular the Basic Data Protection Regulation (DSGVO), the Federal Data Protection Act (BDSG-neu) and the Telecommunications Act (TKG) and to maintain the secrecy of telecommunications. Further regulations are contained in the data protection declaration.

The customer shall ensure compliance with the data protection obligations to inform and consent to the end customer by means of suitable and legally permissible measures (e.g. obtaining explicit consent, tape announcements, etc.).

9 Concluding provisions The contractual relations between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising from this contract is Hamburg.

Verbal collateral agreements do not exist. Amendments and supplements to the individual contract and these conditions must be made in writing. This also applies to the waiver of the written form clause. The written form requires the personal signature and the transmission of the signed document in the original. The text form, on the other hand, is already guaranteed by the sending of a fax or an e-mail.

If a provision of the contract and/or these terms and conditions is invalid in whole or in part, the validity of the remaining provisions shall remain unaffected thereby. In this case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

Berlin, 25.05.2018

voiXen GmbH