Rascasse GmbH · Gipsstraße 14 · 10119 Berlin · Germany

Document
B2B Terms and Conditions

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General Terms and Conditions

for Business Customers

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1. Scope

1.1 Scope

These General Terms and Conditions apply to all contracts between Rascasse GmbH, Gipsstraße 14, 10119 Berlin, Germany (“Rascasse”), and its Customers regarding the provision and use of Rascasse’s products, data, analyses, and other services.

They apply regardless of whether services are provided via a web-based user interface, as a file, report, or presentation, as part of a project, or through any other agreed-upon method of delivery.

1.2 Business Customers

Rascasse's offerings are directed exclusively at entrepreneurs, legal entities under public law, and special funds under public law. These General Terms and Conditions do not apply to consumers.

1.3 Individual Agreement

The nature and scope of the services commissioned by the Customer are set forth in the respective offer, Quotation, Order Form, or any other individual agreement between Rascasse and the Customer ("Order Document"). The Order Document and these General Terms and Conditions together form the contractual basis for the collaboration.

Provisions individually agreed upon in the Order Document take precedence over these General Terms and Conditions to the extent that they expressly deviate from them.

1.4 Additional Terms

Additional Terms may be agreed upon for individual products, access types, or additional services.

The use of an MCP interface provided by Rascasse or a comparable machine-readable interface requires an express agreement. The respective agreed-upon Additional Terms apply to their provision and use. The mere technical availability of an interface does not confer a right of use.

1.5 Customer's Terms and Conditions

Any deviating, conflicting, or supplementary terms and conditions of the Customer shall only become part of the contract if Rascasse has expressly agreed to their validity in text form. The unconditional provision of services or acceptance of payments does not constitute consent to the Customer's terms and conditions.

2. Definitions and Contract Documents

2.1 Definitions

For the purposes of these General Terms and Conditions, the following definitions apply:

"Customer" means the contracting party of Rascasse designated in the Order Document.

"Order Document" means the offer, Quotation, Order Form, or a comparable individual service agreement agreed upon by the parties.

"Solution" means the entirety of the products, applications, data and analytics areas, functions, content, access, evaluation and project services, as well as other services provided by Rascasse, as commissioned in each case, regardless of the agreed-upon method of delivery.

"Services" means the services provided by Rascasse as agreed upon in the Order Document, including access, analyses, data provision, Exports, workshops, support, and project services.

"Authorized Users" means the natural persons designated by the Customer and authorized to use the Solution to the agreed extent.

"Objects": brands, companies, rights holders, organizations, individuals, athletes, teams, competitions, events, media, topics, locations, or other subjects of analysis displayed or analyzed within the Solution.

"Analytics": the section of the Solution in which commissioned Audiences are provided and evaluated in accordance with the agreed-upon scope of analysis.

"Audiences": methodically defined target groups or segments provided within the Analytics section with the scope of analysis agreed upon in the Order Document.

"Data Points": Individual metrics, characteristics, and information from which the analyses of Objects and Audiences are derived.

"Results": Metrics, rankings, charts, visualizations, analyses, and content-based insights provided by Rascasse or generated using the Solution.

"Exports": files, presentations, or other outputs that are either generated or downloaded using the Solution's designated functions or provided directly by Rascasse as part of the Services.

"Directory": The standardized, non-customer-specific search and analysis area of the Solution in which Objects are made available along with their respective Data Points.

"MCP": a technical access method provided by Rascasse, if applicable, via the Model Context Protocol or a functionally comparable standard.

"Additional Terms" means supplementary product-, access-, or usage-specific terms that are expressly agreed upon for individual Services or delivery methods.

2.2 Conclusion of the Contract

A contract is concluded upon signing or acceptance of the Order Document, upon an express order confirmation by Rascasse, or upon commencement of service provision at the Customer's request. This is subject to the condition that these General Terms and Conditions were made available to the Customer prior to the conclusion of the contract and that their applicability has been agreed upon.

Trial, demo, or preview accesses constitute a contract subject to a fee only if this has been expressly agreed upon. The access, usage, protection, and confidentiality provisions of these

General Terms and Conditions also apply to such accesses, to the extent that they are applicable by their nature.

3. Services Provided by Rascasse

3.1 Scope of Services

Rascasse provides the services described in the Order Document. The Order Document alone determines, in particular, the products, countries, markets, Audiences, quotas, user numbers, delivery methods, project services, and the agreed-upon scope of support and onboarding.

The services may be provided, in particular, as ongoing or time-limited access, as a subscription-based service, as a one-time or recurring analysis, as part of an individual customer project, or through the direct provision of results and Exports.

Product descriptions, demonstrations, presentations, and information on websites or in marketing materials describe the Solution in general terms. They become part of the services to be provided only if the Order Document expressly refers to them.

Additional products, modules, applications, and services offered by Rascasse, including those offered in the future, are specified in the respective Order Document. Unless otherwise agreed upon therein, the provisions of these General Terms and Conditions also apply to these services.

3.2 Analytics

Audiences are made available in Analytics. Audiences are individual target groups provided to the agreed-upon extent based on a definition agreed upon with the Customer. Compared to the standardized data on Objects in the Directory, they offer greater analytical depth and breadth, additional segmentation and regional evaluation options, as well as comparative analyses.

An Audience is considered activated as soon as it has been made available for the first time in accordance with the agreed-upon definition. Reasonable methodological refinements to the same Audience are included in the agreed-upon scope of services. A complete replacement with an Audience that differs in content, the inclusion of additional countries, or a significant redesign requires a separate order, unless the Order Document provides otherwise.

3.3 Directory

The Directory is a product that provides standardized data on objects. It is used in particular for researching, qualifying, and comparing brands, public figures, events, media titles, topics, and other objects.

The available Objects, Data Points, data categories, and analytical views are determined by Rascasse. There is no entitlement to the inclusion, expansion, modification, or customer-specific customization of certain Objects or functions, unless this has been expressly agreed upon.

The data on Objects available in the Directory is standardized and should not be equated with the Audiences provided in the Analytics section or their level of analytical depth.

3.4 New Objects

To the extent that the inclusion of additional Objects for activated Audiences is agreed upon or confirmed by Rascasse on a case-by-case basis, such inclusion is subject to data availability, methodological soundness, and technical feasibility. There is no entitlement to a specific processing timeframe or a specific analysis result.

Such inclusion does not automatically expand the standardized Directory and does not establish a right to the permanent availability of the object in question.

3.5 Additional Services

Services not expressly included in the Order Document—in particular, custom analyses, presentations, special developments, additional Audiences, countries, users, MCP accesses, workshops, or consulting services—will be provided only after prior agreement and will be billed separately.

4. Data Basis, Methodology, and Use of AI

4.1 Data Source

Rascasse uses digital behavioral data from search engines, social media platforms, streaming services, publicly available sources, and other aggregated online data sources. This data is processed and normalized using proprietary models and aggregated into target audience, brand, topic, object, and regional analyses.

The results are provided primarily in the form of key metrics, rankings, charts, visualizations, and comparative analyses.

4.2 Anonymized and Aggregated Analyses

The audience and subject analyses provided by Rascasse are based on anonymized and aggregated information to the extent that they depict characteristics, interests, or behavioral patterns of Audiences. They serve to describe and compare Audiences, markets, and Objects, and not to identify or individually evaluate specific natural persons.

To the extent that an object is a natural person—such as an artist or athlete—the characteristics, interests, and behavioral patterns presented refer to the Audience being analyzed and not to an individual assessment of that person.

4.3 Methodological Development

Rascasse may further develop, replace, or supplement its methodology, data models, calculation bases, data sources, and presentation formats, provided that the essential benefits of the agreed-upon Services are maintained.

Updates, recalibrations, and methodological refinements may result in changes to Data Points, metrics, rankings, or other Results over time.

4.4 Use of AI and Transparency

Rascasse uses statistical models, machine learning and pattern recognition techniques, as well as other AI-supported functions. Rascasse provides information on the nature, purpose, and functioning of these components, on the allocation of roles in accordance with Regulation (EU) 2024/1689, and on the transparency measures implemented by Rascasse in its current AI Transparency Statement at rascasse.com/ai-transparency.

The AI Transparency Statement is intended for informational and documentation purposes. It does not constitute a guarantee of the continued use of specific models, model versions, data sources, or technical service providers.

5. Access and Authorized Users

5.1 User Accounts

The Customer receives the number of user accounts agreed upon in the Order Document. Each user account must be assigned to a specific authorized person and may be used exclusively by that person. Sharing or transferring a user account is not permitted.

If an Authorized User leaves the company or changes roles, the Customer may request that Rascasse reassign the relevant user authorization to another individual. Login credentials may not be transferred or shared in this process.

The Customer shall ensure that only Authorized Users access the Solution and comply with these General Terms and Conditions.

5.2 Access Security

Access credentials, passwords, tokens, and other authentication information must be treated as confidential, secured appropriately, and must not be disclosed to unauthorized persons.

The Customer shall notify Rascasse immediately if an Authorized User leaves the organization, if the user’s responsibilities no longer require access, or if there is suspicion of loss, compromise, or misuse of access credentials.

5.3 Suspension

Rascasse may temporarily suspend individual accounts if there are concrete indications of misuse, a security incident, a material breach of contract, or a threat to the Solution. Rascasse will notify the Customer of this, provided that no security concerns or legal obligations preclude such notification, and will limit the suspension to the extent necessary.

5.4 MCP Access

MCP access or comparable machine-readable access must be ordered and paid for separately. The specific technical and content-related scope, permitted use, security requirements, and usage limits are governed by the Additional Terms agreed upon for this purpose.

6. Permitted Use of Data and Results

6.1 Own Business Purposes

The Customer may use the data and Results provided as part of the agreed-upon Services for its own internal business, strategic, analytical, marketing-related, and editorial purposes.

This includes, in particular, internal decision-making processes, market and target audience analyses, strategy development, sponsorship and marketing activities, media and communications planning, and the preparation of presentations and proposals.

6.2 Agencies and Client Projects

If the Customer operates as an agency, consultant, or other service provider, it may use the Results within the normal scope of its own consulting, strategy, pitch, and project services for existing or potential customers and present them to such customers.

This allows the Customer to charge a fee for its own services. However, it does not permit the Customer to grant third parties access to the Solution, nor to independently sell or permanently make available to third parties any substantial database holdings or a data service comparable to the Solution.

Special brokerage, reseller, or partner services require a separate agreement.

If, as part of its own public relations activities, the Customer describes or promotes a customer project or a use case in which data or Results from Rascasse were used, Rascasse must be cited as the data or analysis source in a factually accurate and appropriate manner, provided that the data-driven implementation or the insights derived therefrom are the subject of the presentation. This applies regardless of the extent to which the Customer’s own consulting, strategy, or other project services contributed to the project in question. Any deviating provisions in the Order Documents, as well as confidentiality obligations, remain unaffected.

6.3 Exports and External Use

The Customer may export or download Data Points and Results using the Solution's designated functions and use these Exports in its own reports, presentations, proposals, and similar documents. The same applies to Exports that Rascasse provides directly as part of the agreed-upon Services.

In the event of external use of material Rascasse Results, Rascasse must be cited as the data source in a factually accurate and appropriate manner, unless otherwise agreed in the Order Document. The citation must not suggest any further partnership, recommendation, or endorsement by Rascasse.

6.4 Prohibited Use

In particular, the Customer and its Authorized Users are not permitted to:

- to transfer user accounts, access credentials, or technical access to third parties for independent use;
- resell, publish, or permanently make available to third parties substantial portions of the Rascasse data sets;
- to use the solution or Results for the development, training, improvement, or operation of a data, analytics, or software product that competes with Rascasse;
- to decompile, disassemble, or reverse-engineer the Solution, or to circumvent technical protection measures;
- to systematically, automatically, or in bulk extract, reproduce, or archive data outside of the expressly provided functions;
- to remove or obscure copyright, source, trademark, or intellectual property notices;
- to use the Services in an unlawful, misleading, or discriminatory manner, or in a way that infringes the rights of third parties; or
- to derive the identity of individual natural persons from anonymized and aggregated information or to attempt such identification.

6.5 Use in AI Systems

The Customer may process individual data and Results for its own internal purposes in generative AI systems, large language models, chatbots, or comparable applications, provided that a closed business, enterprise, organizational, or API environment is used for this purpose and appropriate confidentiality and security measures are in place.

In particular, the Customer must ensure that the input data is not used for the general training or improvement of publicly available models, that only authorized persons have access, and that no data is disclosed to the public or outside the organization.

Without Rascasse's prior consent, use in public GPTs, bots, agents, or freely accessible knowledge bases, as well as the complete or systematic upload of essential Rascasse data sets, method documentation, or technical structures, is not permitted.

Access via MCP, API, or a comparable machine-readable interface requires an express agreement. The Additional Terms agreed upon for this purpose shall apply in the order of priority set forth in Section 19.2.

7. Intellectual Property and Third-Party Content

7.1 Rascasse's Rights

All copyrights, database rights, trade secrets, and other rights to the Solution, the data sets, models, structures, methods, calculation bases, software components, documentation, and Results created by Rascasse remain with Rascasse or the respective rights holders.

The Customer is granted only the non-exclusive, non-transferable, and non-sublicensable rights of use necessary for the term of the Agreement and the agreed-upon purpose. The use of Results in Customer projects permitted under Section 6 does not constitute sublicensing.

7.2 Customer Content

The Customer retains all rights to information, materials, trademarks, logos, and other content that it provides to Rascasse for the performance of the contract. The Customer grants Rascasse the rights of use necessary for the provision of services and warrants that it is authorized to do so.

7.3 Third-Party Images and Illustrative Content

Images, photographs, logos, thumbnails, and other visual content displayed within the Solution for the purpose of identifying or illustrating Objects are not included in the rights of use granted to the Customer with respect to the analytical Results.

Unless expressly indicated otherwise, Rascasse does not grant any rights to externally reproduce, publish, distribute, or publicly display such content and makes no warranty that the necessary rights for external use are available.

Internal viewing within the Solution is permitted. Prior to any external or public use of screenshots, presentations, Exports, or other documents containing such content, the Customer must obtain the necessary rights on its own or remove the content or replace it with its own legally permissible content.

The permitted use of key metrics, charts, analyses, and other Results generated by Rascasse that do not contain such third-party content remains unaffected.

If the Customer uses such third-party content externally or publicly in violation of the above provisions, the Customer shall indemnify Rascasse against all resulting claims by third parties, to the extent that the Customer is responsible for the infringement. This indemnification also includes the necessary and reasonable costs of legal defense. Rascasse will promptly inform the Customer of any claims asserted and, to the extent reasonable, give the Customer the opportunity to cooperate in defending against them.

7.4 Feedback

Rascasse may use general feedback, suggestions for improvement, and the Customer's user experiences to further develop the Solution, provided that no confidential information of the Customer is disclosed and no customer-specific content becomes recognizable to third parties.

8. Customer's Obligations to Cooperate

8.1 Information and Coordination

The Customer shall provide Rascasse, in a timely manner, with complete and accurate information necessary for defining Audiences, setting up access, carrying out projects, onboarding, and providing the agreed-upon Services.

The Customer shall designate appropriate points of contact and make the necessary decisions and approvals within a reasonable timeframe.

8.2 Technical Requirements

The Customer is responsible for its Internet connection, end devices, browsers, networks, security settings, and other aspects of its own system environment. In the case of technical integrations, the requirements agreed upon for this purpose shall apply in addition.

8.3 Delayed Cooperation

Delays or additional work resulting from the Customer's failure to cooperate, or from incomplete, incorrect, or late cooperation, shall not be borne by Rascasse. Agreed deadlines shall be extended accordingly. The start or end of a fixed usage or contract period shall be postponed only if the parties expressly agree to do so.

8.4 Testing and Error Reporting

The Customer shall inspect the provided access and work results within a reasonable time and report any apparent technical errors or incorrect displays immediately in text form. To the extent possible, the Customer shall provide screenshots, timestamps, and a clear description.

9. Provision, Updates, and Availability

9.1 Provision

Rascasse provides the agreed-upon services in accordance with the current state of its own technical and methodological development and performs them with the care customary in business transactions.

Support is provided via the communication channels designated by Rascasse at any given time.

Unless expressly agreed upon in a Service Level Agreement, Rascasse is not obligated to provide any specific minimum availability, response time, or processing time.

9.2 Updates and Changes

Rascasse may update or modify the Solution, data structures, user interfaces, authentication procedures, display formats, and individual functions, provided that the essential benefits of the agreed-upon Services for the Customer are maintained.

Individual data, Objects, functions, or views may be temporarily restricted, modified, or discontinued for technical, methodological, legal, or data-source-related reasons.

9.3 Maintenance and External Causes

Downtime or service deficiencies not attributable to Rascasse include, in particular, disruptions caused by:

- scheduled maintenance or maintenance required for security reasons;
- disruptions at hosting, infrastructure, data, Internet, platform, or software providers;
- changes, restrictions, or the discontinuation of external data sources, interfaces, platforms, models, or services;
- the Customer’s system environment, hardware, software, networks, or security settings;
- unauthorized or non-contractual use by the Customer; or
- events of force majeure as defined in Section 18.

9.4 Subcontractors

Rascasse may engage suitable subcontractors and technical service providers to perform the Services. Rascasse remains responsible for the contractual fulfillment of its own obligations.

10. Compensation and Payment Terms

10.1 Compensation

The compensation, applicable currency, billing periods, setup fees, payment schedules, and prices for additional services are set forth in the Order Document. All prices are exclusive of the applicable statutory value-added tax and other legally required levies.

If the Customer is legally obligated to withhold or deduct taxes or other levies from a payment, the Customer shall increase the payment so that, after the withholding, Rascasse receives the amount that would have been owed without the withholding. The Customer shall remit the withheld amount to the competent authority in a timely manner and shall promptly provide Rascasse with appropriate documentation. Rascasse shall cooperate to a reasonable extent in obtaining any possible exemption or reduction, in particular based on a double taxation treaty. The obligation to increase the payment shall not apply if the withholding is due to Rascasse's failure to provide reasonable documentation that was requested in a timely manner. Taxes based solely on Rascasse's net income or earnings shall be borne by Rascasse itself.

10.2 Invoicing and Due Date

Unless otherwise agreed in the Order Document, Rascasse will invoice one-time fees after the contract is concluded and recurring fees at the beginning of the respective billing period.

The Customer shall provide Rascasse with a valid email address for sending invoices and shall keep this address up to date. Invoices shall be sent electronically to this address and shall be deemed received upon arrival in the Customer's email inbox. Any special requirements regarding invoice formats or transmission methods must be communicated to Rascasse in a timely manner and recorded in the Order Document; mandatory legal requirements remain unaffected.

Invoices are due for payment without deduction within 14 calendar days of receipt.

10.3 Late Payment

In the event of late payment, statutory late payment interest and other statutory rights shall apply. Rascasse may temporarily suspend access following a prior reminder and the expiration of a reasonable payment period, provided that the Customer is responsible for the non-payment. The obligation to pay remains in effect during a justified suspension.

10.4 Set-off and Right of Retention

The Customer may set off only claims that are undisputed, have been legally established, or have been acknowledged by Rascasse. This restriction does not apply to counterclaims arising from the same contractual relationship. The Customer may exercise rights of retention only on the basis of counterclaims arising from the same contractual relationship.

10.5 Price Adjustment upon Renewal

The agreed-upon recurring fees remain unchanged during the initial term.

Rascasse may adjust the recurring fees at its reasonable discretion at the beginning of each renewal period, provided that the total costs relevant to the provision of the Services have changed since the conclusion of the contract or the last price adjustment. In particular, personnel, hosting, infrastructure, data licensing, and third-party software costs, as well as exchange rate effects, are decisive to the extent that these costs are directly influenced thereby.

Cost increases and cost decreases shall be appropriately offset. An increase may not exceed five percent compared to the previous contract year.

Rascasse shall notify the Customer of the adjustment in text form no later than four months before the start of the renewal period. If the notification is not provided in a timely manner, the previous fees shall continue to apply for the relevant renewal period. Individually agreed-upon fixed prices remain unaffected.

11. Confidentiality

11.1 Confidential Information

The parties shall treat as confidential all non-public information, documents, data, analyses, technical information, access data, trade secrets, and other content recognizable as confidential that becomes available to them in connection with the contract.

Confidential information may be used exclusively for the performance of the contract and may only be disclosed to those employees, members of governing bodies, affiliated companies, professional advisors, and service providers who require it for this purpose and are appropriately bound by confidentiality obligations.

11.2 Exceptions

Information shall not be considered confidential if the receiving party can demonstrate that it was lawfully obtained without any confidentiality obligation, is publicly available without breaching the Agreement, was lawfully received from a third party, or was independently developed.

If a party is required to disclose confidential information due to statutory provisions or an order by a government agency or court, it may do so to the extent necessary. To the extent permitted by law, it shall inform the other party in advance.

11.3 Commercial Terms

Agreed-upon prices, discounts, payment terms, package configurations, country coverage, quotas, option and renewal terms, as well as the other commercial framework of the contract, constitute particularly confidential information.

The Customer shall restrict internal access to this information in accordance with the "need-to-know" principle to those individuals necessary for approval, implementation, order processing, invoice processing, auditing, or legal support. Disclosure to customers, potential customers, partners, other providers, the media, or other third parties is not permitted without Rascasse's prior consent, unless required by law.

11.4 Term

The confidentiality obligations shall remain in effect for three years following the termination of the contract. With regard to trade secrets, they shall remain in effect for as long as the information in question constitutes a trade secret within the meaning of the applicable legal provisions.

12. Data Protection

12.1 Compliance with Data Protection Laws

Both parties shall comply with the applicable data protection regulations.

12.2 Audience and Object Analyses

The analytical results regarding audiences and objects are based on anonymized and aggregated information to the extent that they reflect characteristics, interests, or behavioral patterns of audiences. To the extent that an object is a natural person, publicly available master data and contextual information may be presented for the purpose of identifying and classifying the object.

To the extent that Rascasse processes such publicly available information regarding natural persons, it does so under its own responsibility under data protection law. Further information is contained in Rascasse's current privacy policy.

Rascasse does not process any personal data on behalf of the Customer in connection with these analyses. Processing on behalf of the controller pursuant to Article 28 of the GDPR is not covered by this Agreement.

12.3 Data Provided by the Customer

The Customer may only transmit personal data to Rascasse or enter it into the Solution if this is necessary for the agreed-upon service, a suitable legal basis exists, and all applicable information, transparency, and security requirements are met.

Any processing of personal data by Rascasse on behalf of the Customer requires a separate agreement on processing on behalf of the controller. Until such an agreement is concluded, Rascasse is not obligated to accept or process such data.

13. Warranty and Responsibility for Results

13.1 Nature of the Data and Analyses

Rascasse's data, models, and analyses are based on anonymized and aggregated information from third-party sources, publicly available data, and algorithmic and statistical methods. They represent data-driven assessments and comparative indicators and do not constitute a determination of individual facts or behaviors of members of an Audience.

13.2 No Guarantee Regarding External Data

Rascasse does not guarantee the accuracy, completeness, timeliness, or continued availability of external data sources at all times. Nor does Rascasse guarantee that statistical estimates, models, and data-based inferences are entirely free of errors, or that individual Data Points, Objects, categories, and views will remain unchanged.

Statutory rights arising from defects remain unaffected within the scope of the agreed quality and the liability provisions of these General Terms and Conditions.

13.3 No Guarantee of Specific Business Success

Rascasse does not guarantee any specific economic, strategic, communicative, or business success. In particular, Rascasse does not guarantee a successful pitch, the conclusion of a contract, success in sponsorship or marketing, a specific reaction from a third party, or a specific development of key performance indicators.

13.4 Customer's Responsibility

The Customer remains responsible for all decisions, recommendations, measures, and strategies made by the Customer or third parties based on the Services. The Customer shall review results for plausibility and suitability for the specific purpose prior to making any significant business decision or engaging in external communication.

This applies in particular to interpretations, combinations, modifications, and further processing outside the scope of the Solution, as well as to outputs generated by the Customer's own prompts, workflows, AI systems, MCP-compatible applications, or other third-party systems.

14. Liability

14.1 Unlimited Liability

Rascasse shall be liable without limitation for damages caused intentionally or through gross negligence by Rascasse, its legal representatives, or vicarious agents, as well as for damages resulting from culpable injury to life, limb, or health. The same applies in cases of mandatory statutory liability.

14.2 Simple Negligence

In cases of simple negligence, Rascasse is liable only for the breach of a material contractual obligation. Material contractual obligations are obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the Customer may reasonably rely.

In such cases, liability is limited to damages typical of the contract and foreseeable at the time the contract was concluded, and the amount of such liability is capped at the net compensation agreed upon for the respective contract year. Otherwise, liability for simple negligence is excluded.

14.3 Initial Defects

Rascasse’s strict liability for property damage and financial loss arising from defects already existing at the time the contract was concluded is excluded pursuant to Section 536a(1), Alternative 1 of the German Civil Code (BGB). The provisions regarding unlimited liability under Section 14.1 remain unaffected.

14.4 Data Loss

To the extent that the Customer is responsible for backing up its own data, Rascasse’s liability for data loss caused by its simple negligence is limited to the cost that would have been required for restoration had proper and regular data backups been performed.

14.5 Beneficiaries

The foregoing limitations of liability apply mutatis mutandis in favor of Rascasse’s legal representatives, employees, subcontractors, and agents.

15. Term of the Agreement, Renewal, and Termination

15.1 Term

The start date and initial term of the contract are set forth in the Order Document. Unless otherwise agreed therein, the initial term is twelve months from the start of the paid usage period.

15.2 Renewal

Unless the Order Document contains a different provision, the contract shall be extended for an additional twelve months upon expiration of the initial term unless terminated by either party in text form with three months' notice to the end of the respective term.

15.3 Termination for Good Cause

The right of both parties to terminate the contract for cause remains unaffected. Cause shall be deemed to exist, in particular, if:

- a party materially or repeatedly breaches a material contractual obligation despite a warning and a reasonable period granted to remedy the breach;
- The Customer fails to pay due invoices despite a reminder and a reasonable grace period;
- access credentials or authentication information are disclosed to unauthorized persons;
- The Customer systematically extracts, transfers, resells, or uses data in violation of the contract to develop a competing product; or
- a serious breach of confidentiality, data protection, security, or usage requirements renders the continuation of the contract unreasonable.

If the grounds for termination are remediable, a reasonable period for remedy must generally be granted prior to termination. Termination must be in text form.

15.4 Consequences of Termination

Upon termination of the contract, the Customer's right to access the Solution and to continue using non-exported content shall expire. Local copies of such content in apps, caches, or other local storage must be deleted. Statutory retention obligations remain unaffected. To the extent that such content is included in routinely created backup copies, it need not be removed prematurely, provided that it is not used productively, remains adequately protected, and is deleted or overwritten as part of the regular backup cycle. Exports lawfully created during the term of the agreement or provided by Rascasse, as well as the results contained therein, may continue to be used within the scope of the rights granted under Section 6, unless the Order Document provides otherwise.

Provisions that, by their nature, are intended to remain in effect beyond the end of the contract—in particular those regarding intellectual property, third-party content, confidentiality, restrictions on use, data protection, and liability—remain unaffected. In the event of a justified termination by the Customer for good cause attributable to Rascasse, prepaid fees will be refunded on a pro-rata basis for the period following the effective date of termination.

16. Communication, References, and Public Relations

16.1 Names, Trademarks, and Logos

Neither party may use the other party's names, trademarks, logos, or other identifying marks for public communication, advertising, or reference purposes unless the other party has previously approved such use in text form.

16.2 Joint Communications

The parties may agree to issue a joint communication regarding their collaboration, such as a press release, a LinkedIn post, a case study, or a white paper. The content, timing, imagery, and form of publication require prior text form approval from both parties.

Consent to a single publication does not constitute a general or permanent right of use.

16.3 Citation

The factually accurate citation of Rascasse as a data or analysis source in accordance with Sections 6.2 and 6.3 does not require separate approval, provided that it is not misleading and does not imply a partnership or endorsement beyond the scope of this Agreement.

17. Changes to Services and Terms

17.1 Further Development of the Services

Rascasse may further develop the Services within the scope of Sections 4.3 and 9.2 and adapt them to technical, methodological, legal, security-related, or market-standard developments. The contractually agreed-upon material benefit for the Customer shall remain intact.

17.2 Amendment of These Terms and Conditions

Rascasse may amend these General Terms and Conditions with future effect, provided there is an objective reason for doing so and the amendment is reasonable for the Customer, taking into account the interests of both parties. An objective reason exists, in particular, if the amendment is necessary to comply with changed statutory or regulatory requirements or supreme court case law, to eliminate security risks, or to reflect technical changes to the Services or to third-party services required for their operation, provided that this does not materially alter the contractual balance of benefits.

Changes to the agreed-upon compensation, material performance obligations, the contract term, termination rights, or liability require the express agreement of the parties. The separate provision regarding price adjustments under Section 10.5 remains unaffected.

Rascasse shall notify the Customer in text form of permissible changes at least six weeks before they take effect. For contracts involving payment, changes generally take effect only

at the beginning of the next renewal period. During a current contract period, changes may take effect only to the extent that they are necessary due to mandatory legal or security-related requirements and are reasonable for the Customer.

If a permissible change adversely affects the Customer to a more than insignificant degree, the Customer may terminate the affected contract extraordinarily prior to the scheduled effective date. Rascasse shall inform the Customer of this right of termination in the notice of change.

18. Force Majeure

18.1 Events of Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations to the extent that such delay or failure is caused by an event beyond its reasonable control, which was unforeseeable at the time the contract was concluded and could not have been avoided even with due care.

These may include, in particular, natural disasters, war, terrorism, civil unrest, epidemics, pandemics, government measures, labor disputes, widespread outages of energy, telecommunications, Internet, cloud, or infrastructure services, as well as significant cyberattacks.

18.2 Notification and Consequences

The affected party shall immediately notify the other party of the event and its anticipated effects and shall endeavor to mitigate the consequences appropriately. The affected performance obligations shall be suspended for the duration and to the extent of the hindrance.

If the material hindrance persists for more than 60 consecutive days, either party may terminate the affected part of the contract in text form with future effect. Payment claims already due for services rendered remain unaffected.

19. Final Provisions

19.1 Entire Agreement

The contract documents constitute the entire agreement between the parties regarding their subject matter and supersede all prior oral or written discussions, proposals, and agreements in this regard, unless such prior communications have been expressly incorporated or are intended to remain in effect according to the parties’ manifest intent.

19.2 Order of Precedence of Contract Documents

In the event of any conflict between the contract documents, the following order of precedence shall apply:

- subsequent, expressly and individually negotiated amendments and additions;
- the respective Order Document;
- agreed-upon Additional Terms for their respective scope of application;
- these General Terms and Conditions; and
- other general service specifications expressly incorporated.

19.3 Amendments and Text Form

Individual amendments and additions to the contract must be made in text form, unless a more stringent form is required by law. Text form includes, in particular, email, provided that the sender and the content of the statement are identifiable. Individual agreements between the parties remain unaffected.

19.4 Assignment and Business Succession

Neither party may transfer its rights or obligations under the contract without the prior consent of the other party. Consent may not be unreasonably withheld.

A transfer by way of universal succession or as part of a corporate restructuring remains permissible, provided that the proper performance of the contract is not thereby jeopardized.

19.5 Relationship Between the Parties

The parties act as independent contracting parties. This Agreement does not create a partnership, agency, fiduciary, employment, or joint venture relationship.

19.6 Waiver of Rights

Failure to exercise a right, or exercising it late, does not constitute a waiver of that right. A waiver is effective only if it is declared in text form and applies exclusively to the specific case described therein.

19.7 Severability Clause

If any provision of this Agreement is or becomes wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

The invalid or unenforceable provision shall be replaced by the applicable statutory provisions. If this results in a contractual gap that requires regulation, the parties shall agree on a legally permissible provision that comes as close as possible to the economic purpose of the original provision.

19.8 Governing Law and Jurisdiction

This contract is governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

To the extent permitted by law, Berlin shall be the exclusive venue for all disputes arising out of or in connection with the contract.

19.9 Electronic Conclusion of the Contract

Order Documents, amendments, and other contractual documents may be signed electronically and in multiple identical copies. Electronic signatures and exchanged electronic copies shall be deemed binding to the extent permitted by law.

19.10 Language Versions

These General Terms and Conditions may be provided in German and English. The language version specified in the Order Document shall prevail. If no such specification is provided, the language of the Order Document shall prevail; in the case of a bilingual Order Document, the German language version shall prevail. Other translations are provided for informational purposes only.