General Terms and Conditions of Kickscale GmbH

(hereinafter "**GTC**")

Status: June 30, 2025

General provisions

0. Company and product description

0.1 Company description: Kickscale specializes in the analysis and optimization of sales and customer conversations. The technology enables companies to refine their sales conversations and develop a deeper understanding of their customers. Kickscale's AI-powered sales coach analyzes conversations and suggests improvements.

0.2 How it works: Kickscale automatically connects to popular calendar and online video conferencing systems (e.g. MS Teams, Google Meet, Zoom) and records conversations, transcribes them and provides analytics.

1. Scope of application

1.1 Kickscale GmbH, based in Vienna, registered in the Commercial Register of the Commercial Court of Vienna under FN 535151 m (hereinafter "**Kickscale**"), provides all services to its customers (hereinafter each the "**Customer**" and the Customer together with Kickscale the "**Parties**") on the basis of these GTC, in each case in the version valid at the time of conclusion of the contract.

1.2 These GTC are binding for all current and future business transactions between the parties, even if no express reference is made to them. Deviations from these GTC, supplementary agreements or any conflicting terms and conditions of the Customer shall only be effective if confirmed in writing by Kickscale.

1.3 The provisions of these GTC may be amended by Kickscale at any time without giving reasons, whereby such amendments shall be announced on the Kickscale website and by sending the text of the contract to the e-mail address last provided by the Customer at least 30 days before they come into force. If the customer does not object to the changes in writing by e-mail to legal@kickscale.com within 30 days of receipt of the aforementioned announcement, the changes shall be deemed accepted. In the event of a timely objection by a customer, the contractual relationship between this customer and Kickscale shall continue to exist in accordance with the GTC in the version prior to the announced change, whereby Kickscale is entitled to terminate the contract without giving reasons, subject to a notice period of 14 days to the end of the month.

2. Self Service and Enterprise Customers

2.1 The contractual relationship between the parties (hereinafter the "**Contract**") for the use of the sales enablement platform operated by Kickscale (hereinafter the "**Platform**") can take place via Kickscale's website (hereinafter the "**Self-Service**") or, at Kickscale's discretion, with certain customers in direct contact with Kickscale's customer service (hereinafter the "**Enterprise Customers**").

2.2 Customers who conclude a contract directly via a Kickscale website without signing a prior offer are considered "Self-Service Customers". Customers who have received a prior offer from Kickscale and accept it by signing are considered "Enterprise Customers".

2.2 These GTC contain
   (i)   General provisions, which are printed in this section of the GTC and apply to all customers,
   (ii)   Provisions that apply exclusively to customers who conclude the contract via SelfService (points 11 to 16 of these GTC) and
   (iii)   Provisions that apply exclusively to Enterprise customers (points 17 to 21 of these GTC).

3. Licence rights

3.1 During the term of the contract, the customer is authorised to use the platform worldwide as Software as a Service for its own purposes.

3.2 The right to sub-licence, the right to edit and any right of exploitation or use not covered by section 3.1. are excluded.

4. Obligations of the customer

4.1 In order to be able to use the platform to its full extent, the customer must use the latest (browser) technologies or enable their use. If older technologies are used, the customer may not be able to use the platform to its full extent.

4.2 The customer undertakes to use the platform exclusively as intended and not to misuse it and to refrain from actions that could harm and/or endanger Kickscale and/or restrict the availability of the platform for other users.

4.3 The customer is obliged to provide Kickscale with all information and documents necessary for the provision of the service in a timely and complete manner. This also applies to information that only becomes known during the provision of the service. The Customer shall bear the costs incurred if work has to be repeated or delayed by Kickscale as a result of incorrect, incomplete or subsequently changed information provided by the Customer.

4.4 The customer shall indemnify and hold Kickscale harmless for damages resulting from the breach of obligations of the user and/or the customer in accordance with this point 4 of these GTC.

4.5. The customer acknowledges and allows Kickscale to use data from recorded sales conversations recorded for and in connection with the training and optimization of the AI-powered sales coach.

5. Data protection

The processing of personal data by Kickscale as the Customer's processor is carried out on the basis of the data processing agreement, available at https://www.kickscale.com/legal/ (hereinafter the **"Data Processing Agreement"**). The Customer agrees to the validity of the Data Processing Agreement between the parties.

6. Warranty

6.1 In the event of malfunctions of the Platform, Kickscale will endeavour to rectify the error within a reasonable period of time or to provide the Customer with alternative solutions. Kickscale points out at this point that the functionality and/or the scope of service of the Platform for the User can also be influenced by circumstances over which Kickscale has no influence and which are not covered by Kickscale's service programme.

6.2 The use of the platform depends largely on the technical access options to calendar and online video conferencing systems. Kickscale has not always influence on the access possibilities to these platforms. Kickscale therefore does not guarantee that the integration of certain calendar and online video conferencing systmes into the Platform is possible.

6.3 Unless otherwise agreed, the Customer is only entitled to a reduction of the fee if the use of the platform was not possible for less than 99% of the time per calendar year for reasons within the sphere of Kickscale. The burden of proof for the existence of reasons within the sphere of Kickscale lies with the customer. Planned maintenance work that is notified to the Customer at least 2 days in advance is not taken into account in the calculation.

6.4 Kickscale provides no guarantee for the legal, in particular data protection, administrative, competition and intellectual property law permissibility of the use of the platform by the customer. The Customer is responsible for assessing the legal admissibility of the execution of the contract.

6.5. No guarantee and/or liability is assumed for the sample templates / document templates provided to the Customer by Kickscale. All of the sample templates / document templates provided by Kickscale to the Customer are to be understood as a voluntary service without any commitment on the part of Kickscale. These documents are therefore to be

checked in detail (and if necessary: revised / adapted) by the Customer on his own responsibility so that they comply with the legal provisions applicable to the Customer and the purposes of use pursued by the Customer. Kickscale assumes no liability whatsoever for the content of the sample templates / document templates provided.

7. Liability

7.1 Kickscale is only liable for damages caused by gross negligence or wilful intent. Kickscale's liability for slight negligence - with the exception of personal injury - is excluded. The burden of proof for the existence of gross negligence or wilful damage shall be borne by the Customer.

7.2 Kickscale is not liable for damages and delays due to force majeure, labour disputes and natural disasters as well as other circumstances beyond the control of Kickscale.

7.3 Any liability of Kickscale expires 6 months after the Customer becomes aware of the damage and the damaging party. The total liability of Kickscale under this contract is limited to the amount corresponding to the sum of payments made by the Customer to Kickscale in the last 6 months prior to the event giving rise to liability. The compensation of consequential damages, pure financial losses, loss of profit, loss of interest and damages from claims of third parties against the Customer by Kickscale is excluded in any case.

7.4 The liability provisions in this Section 7 of these GTC shall also apply mutatis mutandis to the order processing contract. The limitations of liability stated in this point also apply to the legal representatives, employees and authorised representatives of Kickscale.

7.5 The Customer undertakes to use the product provided by Kickscale and the platform provided by Kickscale exclusively in accordance with all applicable legal provisions. In the event that the Customer uses the product or the platform provided by Kickscale unlawfully and third party claims or official measures against Kickscale arise or are initiated as a result, the Customer undertakes to fully indemnify and hold Kickscale harmless against all resulting claims, damages, costs and expenses (including loss of profit, indirect damages, consequential damages and reasonable legal prosecution and defence costs). This obligation shall also apply in the event that claims are asserted against Kickscale as a joint tortfeasor or other party.

8. Third party services

Kickscale is authorised to perform the service itself or to use the services of third parties.

9. Secrecy

9.1 The customer undertakes to keep confidential all information that becomes known to him on the basis of the contract, even after expiry of the contract.

9.2 In particular, all information concerning the platform and the commercial conditions agreed in the contract (prices, discounts, etc.) must be kept confidential.

This does not apply to information,

- that are generally known or easily accessible;
- which were demonstrably already known to the customer when the contract was concluded;
- which the customer is legally obliged to disclose;
- which the customer must disclose in order to protect his interests in the course of legal proceedings.

9.3 The customer shall also impose this obligation on its employees and other third parties to whom the customer discloses information to be kept secret (e.g. supervising agencies).

10.   Final provisions

10.1 These GTC, the contract and the order processing contract are subject to Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law.

10.2 For all disputes between the parties, the exclusive jurisdiction of the competent court at the registered office of Kickscale is agreed. Notwithstanding this, Kickscale is entitled to sue the Customer at his general place of jurisdiction.

10.3 The place of fulfilment for deliveries and services of Kickscale is the registered office of Kickscale.

10.4 For declarations within the scope of these GTC, the contract and all related contracts (e.g. order processing contract), communication by e-mail shall be deemed to be in writing within the meaning of Section 886 ABGB even without a qualified electronic signature within the meaning of the eIDAS Regulation.

10.5 Should individual provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. An invalid or unenforceable provision shall be replaced by the parties in good faith in such a way that the intended economic purpose is achieved in the best possible way. The same applies to the filling of unrecognised loopholes.

Self-service

The provisions of this chapter apply exclusively to the conclusion of contracts via Self-Service:

11. Conclusion of contract, subject matter of contract

11.1 The contract is concluded via Self-Service via any Kickscale website. (e.g. www.kickscale.com or app.kickscale.com)

11.2 All prices, descriptions, the presentation during the ordering process in Self-Service as well as all advertising communication by Kickscale - in particular on the website - merely represent an invitation to the customer to place an order and are non-binding.

11.3 By submitting the order in the self-service, the customer submits a binding offer to conclude a contract with Kickscale. The acceptance of this offer and thus the conclusion of the contract takes place by displaying a notification of the customer's activation for the platform.

12. Trial access

12.1 Kickscale may, at its own discretion, offer time-limited trial access to the Platform (hereinafter the "**Trial Access**").

12.2 The use of the trial access is free of charge.

12.3 The customer is not authorised to conclude several trial accounts without the consent of Kickscale.

12.4 Trial access is limited to the period specified in the Self-Service for the respective trial access. If no period for the trial access is specified in the Self-Service, the trial access shall be limited to one month.

12.5 Kickscale does not promise a specific scope of services for the trial access.

13. Contract term

13.1 Activation for use of the Platform via the Self-Service takes place via the conclusion of time-limited contracts (hereinafter the "**Subscription**") for a fee. The term of the subscription (hereinafter the "**subscription period**"; e.g. one month, one year) and the fee to be paid by the customer for the subscription (hereinafter the "**subscription price**") are described during the ordering process in the online shop. The subscription begins on the day the order is confirmed.

13.2 Subscriptions are concluded for the subscription period selected during the ordering process in the online shop. At the end of a subscription period, the term of the subscription

is extended by a further subscription period, unless the customer or Kickscale cancels the subscription before the end of the respective subscription period (at the latest one month prior to the end of the respective subscription period) or objects to such an extension.

13.3 The customer may object to the extension of the subscription term by a further subscription period by making a corresponding declaration via the user account.

13.4 The objection to the extension of the term of the subscription by a further subscription period by Kickscale shall be made in writing by e-mail (to the e-mail address last provided by the customer).

13.5 Premature cancellation of the subscription by the customer is excluded. The right to cancellation for good cause remains unaffected by this. For Kickscale, good cause exists in particular if
   - fulfilment of the service becomes impossible for reasons for which the customer is responsible or is further delayed despite the setting of a grace period of 10 working days;
   - the customer persistently violates material provisions of the contract;
   - if the customer's financial standing deteriorates significantly or insolvency proceedings against the customer are dismissed due to lack of assets;
   - the customer violates the guidelines of the social networks used via the platform;
   - the customer disseminates content via the platform that is likely to damage the reputation of Kickscale (e.g. violence, harassment, hateful content, nudity and sexual content, exploitation, dangerous or fraudulent goods and activities or promotion of violent organisations, politically extreme or ideologically questionable views, fake news);
   - Kickscale intends to cease operation of the Platform; or
   - the customer objects to the utilisation of a (further) sub-service provider or processor by Kickscale or one of its sub-service providers or processors.

13.6. Kickscale is entitled to reject customers and/or cancel their subscription at any time if the contractual relationship with the customer is likely to damage the reputation of Kickscale and the customer can be accused of this (e.g. political or ideological groups, violent organisations).

13.7. In the event of the termination of a subscription, Kickscale will store the Customer's data required for the operation of the Platform for a further six months in order to facilitate the Customer's continued use of the Platform after the conclusion of a new subscription. During this period, the Customer is entitled to request the immediate deletion of this data by Kickscale at any time.

14. Range of functions, down- and upgrade

14.1 Kickscale offers various software packages (hereinafter individually referred to as the **"Software Package"**) on the Platform. The Software Packages have the scope of functions described on the Kickscale website.

14.2 The functional scope of the individual software packages depends on which version of the software package (hereinafter referred to as the **"Version"**) the customer has ordered.

14.3 The versions are subject to quantitative restrictions in their use (e.g. number of users, number of analysis hours), whereby the limits of these qualitative restrictions can be increased for a fee (e.g. by adding further users or analysis hours). These quantitative limits are increased via the customer's user account (e.g. by inviting additional users or by using additional features). In the event of an increase during the subscription period, the subscription price owed for the increase shall be calculated on a pro rata basis. A reduction in the quantitative restrictions will always take effect at the end of the current subscription period.

14.4 The customer can switch from one version to a higher version at any time via the user account, whereby the subscription price will be charged aliquot in this case. The subscription period and its end remain unchanged by such a change.

14.5 A change to a lower version is only possible at the end of a subscription period via the user account.

14.6 Kickscale provides customer support services in accordance with the conditions described for the respective software package and the version selected by the Customer on the Kickscale website (e.g. support and response times).

15.   Fee

15.1 The customer owes the agreed subscription price.

15.2 The subscription price is due in advance for each subscription period.

15.3 If the subscription price is not paid in advance, Kickscale is entitled to refuse to provide the service. If Kickscale nevertheless provides the service, this does not prevent the Customer from being obliged to pay the subscription price. Kickscale is entitled to refuse to provide the service at any time until the subscription price has been paid and to exclude the Customer from using the platform.

16. Value Assurance

16.1 Periodically accruing Fees shall be adjusted according to the Consumer Price Index. The Consumer Price Index 2015 (base year 2015), which is published monthly by Statistics Austria, or an index replacing it, serves as a measure for the calculation of the stable value. The reference figure for the Contract is the index figure calculated for the month

in which the Contract is concluded. Fluctuations of the index number upwards or downwards of up to and excluding 5 % shall be disregarded. This margin shall be recalculated each time it is exceeded, either upward or downward, and the first index figure outside the applicable margin shall always form the basis for both the recalculation of the claim amount and the calculation of the new margin. All rates of change shall be calculated to one decimal place.

16.2 Failure to exercise the right to value adjustment shall not constitute a waiver of future adjustments. Index adjustments of the charges do not entitle the Customer to extraordinary termination.

Enterprise customers

The provisions of this chapter apply exclusively to Enterpriese customers:

17. Conclusion of contract, subject matter of contract

17.1 Potential Enterprise Customers shall receive a written offer from Kickscale (hereinafter referred to as the **"Offer"**) for the use of the Platform in which the respective scope of functions is described on the basis of individual software packages.

17.2 Kickscale is bound to the offer during the commitment period stated in the offer. If no commitment period is specified in the offer, a commitment period of 14 days shall be deemed agreed. If the Customer accepts the offer after expiry of the commitment period, this constitutes an offer to Kickscale, which can be accepted by Kickscale by express declaration or also implied (e.g. by sending an invoice). Subsequent changes to the contract require written confirmation by Kickscale.

17.3 The services of Kickscale include the granting of the rights of use to the platform, the provision of the platform and its hosting as well as the provision of customer service during the agreed support hours.

18. Range of functions

18.1 Use by the customer, its employees, shareholders and other persons economically attributable to the customer (e.g. freelancers, agencies, etc.) is limited to the scope of the software packages purchased by the customer and to the other parameters specified in the contract - in particular the number of channels and number of users.

18.2 Kickscale shall provide customer service in accordance with the conditions agreed in the contract (e.g. support and response times).

19. Remuneration

19.1 The customer shall owe the fee agreed in the contract.

19.2 The fee is due at the time agreed in the contract. If no due date has been agreed, Kickscale is authorised to invoice the payments annually in advance. Unless otherwise agreed, the fee is due 14 days after invoicing to the Customer and must be paid to the account specified in the invoice.

19.3 If the Customer is in default of payment, Kickscale is entitled to charge default interest in the amount of 9.2 percentage points above the base interest rate from the respective due date. Furthermore, in the event of default of payment, the Customer undertakes to reimburse Kickscale for reminder and collection charges as well as all costs necessary

for appropriate legal action. This includes in any case two reminder letters from an authorised debt collection agency as well as a reminder letter from a lawyer commissioned with the collection.

20. Value Assurance

20.1 Periodically accruing Fees shall be adjusted according to the Consumer Price Index. The Consumer Price Index 2015 (base year 2015), which is published monthly by Statistics Austria, or an index replacing it, serves as a measure for the calculation of the stable value. The reference figure for the Contract is the index figure calculated for the month in which the Contract is concluded. Fluctuations of the index number upwards or downwards of up to and excluding 5 % shall be disregarded. This margin shall be recalculated each time it is exceeded, either upward or downward, and the first index figure outside the applicable margin shall always form the basis for both the recalculation of the claim amount and the calculation of the new margin. All rates of change shall be calculated to one decimal place.

20.2 Failure to exercise the right to value adjustment shall not constitute a waiver of future adjustments. Index adjustments of the charges do not entitle the Customer to extraordinary termination.

21.   Contract term

21.1 The contract is concluded for the agreed term (hereinafter referred to as the "**contract term**") and is extended by a further contract term after expiry of the contract term, unless the customer or Kickscale objects to such an extension in writing at least three months before the end of the respective contract term. In the case of a contract term of less than six months, the objection must be made at least one month before the end of the contract term. The customer's objection must be sent by e-mail to sales@kickscale.com.

21.2 If Kickscale objects to the extension of the contract, the objection shall be made by Kickscale by e-mail to the e-mail address usually used by the Customer for communication with Kickscale

21.3 Ordinary cancellation of the contract is excluded.

21.4 The parties are entitled to terminate the contract with immediate effect for good cause. For Kickscale, an important reason exists in particular if
  - fulfilment of the service becomes impossible for reasons for which the customer is responsible or is further delayed despite the setting of a grace period of 10 working days;
  - the customer persistently violates material provisions of the contract;
  - if the customer's financial standing deteriorates significantly or insolvency proceedings against the customer are dismissed for lack of assets;

- the customer disseminates content via the platform that is likely to damage the reputation of Kickscale (e.g. violence, harassment, hateful content, nudity and sexual content, exploitation, dangerous or fraudulent goods and activities or promotion of violent organisations, politically extreme or ideologically questionable views, fake news);
- Kickscale intends to cease operation of the Platform; or
- the customer objects to the utilisation of a (further) sub-service provider or processor by Kickscale or one of its sub-service providers or processors.

21.5 In the event of the termination of a contract, Kickscale will store the Customer's data required for the operation of the Platform for a further four months in order to facilitate the Customer's further use of the Platform after the conclusion of a new contract. The Customer is entitled at any time during this period to demand the immediate deletion of this data by Kickscale.