

Supplementary terms and conditions governing the integration of third-party software

Version 3.2
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1 General provisions

PEAX offers the option of connecting selected third-party software to the PEAX portal via the PEAX application programming interface (hereinafter referred to as "**PEAX API**") and automatically exporting documents and data from the PEAX portal to the third-party software for further processing. These supplementary terms and conditions for integrating third-party software are accepted by express consent during the activation process and form an integral part of the general terms and conditions governing the PEAX portal. Terms defined in the PEAX portal GTC have the same meaning in these supplementary PEAX terms and conditions governing the integration of third-party software.

2 Use

2.1 Usage requirements

Only software from selected partners specified by PEAX and visible in the PEAX portal can be connected to the PEAX portal. A connection is established in the selected third-party software and must be confirmed in the PEAX portal.

The account holder is responsible for acquiring a valid user licence for the third-party software and for retaining this licence during the planned period of use. A licence with a minimum scope of use may not be sufficient for connecting to the PEAX portal, as the third-party software provider (hereinafter referred to as the "**provider**") requires extended functionality. PEAX has no influence whatsoever on the licence structures and the integration of the third-party software by the provider and cannot offer any technical support in integrating the third-party software.

Upon integrating the third-party software, the account holder is bound to take out an additional paid subscription. However, this requires the holder to have an active user subscription for the PEAX portal. The term of the subscription for the PEAX API shall be in line with the term of the user subscription for the PEAX portal in accordance with section 2.11 of the PEAX GTC if the subscription is taken out during the course of the year. However, it is also possible to terminate the user subscription for the

PEAX API independently of the user subscription for the PEAX portal (see section 7).

2.2 Right of use

PEAX shall grant the account holder a non-exclusive, non-transferable right to use the PEAX API during the term of the contract. This right of use authorises the customer to use the PEAX API in conjunction with selected third-party software in order to access the data provided by PEAX via the PEAX API and to integrate this data into the third-party software.

2.3 Usage restrictions

The account holder agrees to use the PEAX API exclusively in accordance with the usage restrictions set out in these GTC and the agreed contractual terms and conditions. Usage restrictions include the following:

- a) The use of the PEAX API is only permitted for the purposes expressly provided for in this contract, i.e. integrating the intended third-party software and exchanging data or documents with the integrated third-party software.
- b) The customer shall comply with any restrictions made on the number of permissible requests to the PEAX API.
- c) All applicable laws and regulations relating to the use of the PEAX API shall be complied with.

Upon expiry of the contractual term, the customer is no longer authorised to access or use the PEAX API unless the contract is extended or renewed.

2.4 Amendments and improvements

PEAX reserves the right to update, amend or improve the PEAX API, its functionality and its performance. The account holder has no right to demand or prevent such changes or improvements to the PEAX API.

3 Fees

3.1 Fee structure

The account holder undertakes to pay an annual fee for the use of the PEAX API.

The annual fee is based on the number of integrated software applications. A separate subscription must be taken out for each software application integrated. Each subscription will be charged separately. In the case of activation during the course of the year, the annual fee will be charged pro rata temporis for the first contractual term (see section 7).

3.2 Terms of payment

The annual fee is due and payable in advance. The account holder authorises PEAX to collect the fee in accordance with the agreed terms of payment. Billing shall take place via the credit card or payment method specified during registration.

4 Data protection and security

4.1 Data protection obligation

PEAX undertakes to comply with the applicable data protection laws and regulations and to take appropriate technical and organisational measures to ensure the security and protection of the data transmitted via the PEAX API within its sphere of influence.

4.2 Data transmission

The account holder acknowledges and agrees that any personal data or documents containing personal data exported through the PEAX API to third-party software leave the sphere of influence of PEAX AG and thus its responsibility as processor. The transfer of personal data takes place solely on the initiative of the account holder, who is responsible for ensuring that the new processor is contractually bound to comply with the applicable data protection laws and regulations and to take appropriate technical and organisational measures. PEAX has no influence whatsoever on the processing of personal data after it has been exported via the PEAX API and is in no way liable for data protection violations or losses caused by third-party software providers or other processing parties after export. The PEAX web app and PEAX mobile app privacy policy and PEAX AG's data processing outsourcing agreement also apply.

4.3 Security measures

The account holder shall take appropriate security measures to protect against unauthorised access, misuse or loss when using the PEAX API. This may include implementing user authentication and protecting systems against malware.

5 Intellectual property

5.1 Rights of PEAX

PEAX retains all rights, titles and interests in the PEAX API, including, but not limited to, intellectual property rights. The account holder waives any rights to the PEAX API, except for the rights expressly granted in these supplementary terms and conditions.

5.2 Ownership of transmitted data

The account holder retains all rights to the documents and data transmitted via the PEAX API, unless otherwise specified in these GTC or in a separate written agreement between the parties.

6 Liability

6.1 General liability

Liability is generally governed by section 3 of the PEAX portal GTC.

6.2 Limitation of liability

In no event shall PEAX be liable for indirect or consequential damages or loss of profit arising out of or in connection with the use of the PEAX API.

Neither shall PEAX be liable for any damage caused by integrating and using third-party software. Nor shall PEAX be liable for any damage caused by exporting documents from the PEAX portal or processing documents outside of the PEAX portal.

6.3 Differentiation from providers

The account holder acknowledges and agrees that the responsibilities of PEAX are limited to providing the PEAX API and ensuring its functionality, as set out in these GTC. Any agreements or interactions with providers and the use of their services are subject to separate agreements between the account holder and the providers.

7 Contract term and termination

7.1 Contract term

PEAX API user subscriptions are initially taken out until the end of the fixed term of the user subscription for the PEAX portal and billed pro rata temporis. While this allows the two terms to run in parallel, there is no connection between the subscription terms. The user subscription for the PEAX API can be cancelled independently of the contractual term for the PEAX portal.

Once this initial reduced term has expired, each PEAX API user subscription is extended by 12 months if the contract is not cancelled at the end of a term.

7.2 Termination

The account holder can deactivate use of the PEAX API or connection to individual or all third-party software at any time. The user subscription for the PEAX API or for the deactivated connection then expires at the end of the current contractual term and the contract is terminated. Termination of the PEAX portal user subscription automatically terminates the PEAX API user subscriptions.