

General terms and conditions of use and license for “Online Education and Exchange Platform”, “XU School”, “XU-Platform” from

XU Group GmbH, Mehringdamm 33, 10961 Berlin, registered in the Commercial Register of the Charlottenburg District Court under HRB 172976 B, represented by the Managing Directors Nicole Gaizunas-Jahns and Dr Christopher Jahns.

I. Subject matter of the contract, general provisions

(1) The subject matter of the contract is the permission to use and provide an online platform („XU-platform“) made available by XU (also provider, We) to the customer (also user), limited in the sense of a provision for the duration of the contract period.

(2) These General Terms and Conditions of Use and Licensing apply to all contractual relationships between XU and the customer.

(3) XU offers its customers a free trial version.

(4) If the customer is within the test version, XU can limit the scope of services of the XU-platform in terms of content. The maximum number of users of a test version is limited to 3 users.

(5) After expiry of the test version, the Customer Service of XU will approach the customer with an offer, or the test user can automatically conclude the usage contract on the platform. A usage contract for a paid license of the XU-platform can also be concluded via a commercial confirmation letter by XU.

(6) The customer can pay by invoice / direct debit.

(7) The connection of the customer’s computer systems to the Internet is in no case the subject matter of the contract. Likewise, the proper and regular backup of the data processed and distributed via the XU-platform is not subject matter of the contract and thus not owed by XU. The proper and regular backup of this data is the sole responsibility of the customer.

(8) A permanent internet connection with sufficient bandwidth is required to use the platform.

(9) A quality of the XU-platform that goes beyond the functionality is not owed. XU does not assume any guarantee for a certain quality of the XU-platform. Technical data, specifications, and performance information in public statements, in advertising material, are not quality information.

II. Registration and creation of user accounts, user obligations

(1) In order to use the XU-platform, registration by name is required on the platform in the registration area. Only persons who have a license to use the XU-platform and those who wish to take advantage of the free month may register.

(2) The access data may not be passed on to third parties. In case of misuse, XU is entitled to block the user account and, if necessary, to take further legal steps.

(3) Users are expressly forbidden to use the XU-platform to

- a) spreading insults, illegal links and content and other disruptions of the discussions,
- b) use nicknames that are offensive or objectionable,
- c) use registered trademarks or names of celebrities,
- d) share posts with extremist, racist and pornographic content, as well as any content that violates applicable law,
- e) publish press articles, photos, publications of third parties without the consent of the author,
- f) use personal data for personal contact outside the XU-platform (e.g., address, phone number, email, messenger ids).

(4) When registering, truthful information must be provided, and it is obligatory to use clearnames.

(5) Customers and users agree to be proactively contacted by XU via the media provided during registration ((personal name, company name, email, telephone, postal address) after registration for an introduction to the learning system, then at regular intervals to support the new functions in the learning environment and evaluation of learning habits. agrees that XU will periodically carry out in the context of contacting, validating contact details, obtaining feedback, assisting with the learning process on request, problem solving and assisting with Expert Channels and the application of our updated functionality.

(6) Users of XU demo accounts also agree to be contacted proactively by XU via the contact data exchanged in advance. The aim is to provide users with optimal advice regarding the use and further development of the XU platform.

III. Term and termination of the contract

(1) The term for the free trial version ends automatically, does not require any notice of termination and is not converted into a contract subject to a charge.

(2) The contract period for chargeable use is one year and is automatically extended by a further year unless notice of termination is given in writing 4 weeks before expiry of the contract or other individual contractual agreements are made. Ordinary termination during the term of the contract is excluded.

(3) The right of termination applies to both parties.

(4) Both parties reserve the right to extraordinary termination for good cause if the legal requirements are met. A good cause for the provider exists in particular if the customer, despite a reminder, is

more than three months with the payment of a due remuneration. If the customer is responsible for the reason for termination, the customer is obliged to pay the provider the agreed remuneration less any expenses saved by the provider until the date on which the contract would end at the earliest in the event of ordinary termination.

(5) Declarations of termination must be made in writing to be effective. The transmission via fax or e-mail is sufficient for the written form.

(6) In the event of termination of the contractual relationship, for whatever reason, the parties shall be obliged to wind up the contractual relationship in an orderly manner.

IV. Price adjustments

(1) In the event of changes in data center costs and personnel costs, the Provider shall be entitled to adjust the remuneration for the contractual services. Such a price adjustment is possible for the first time, 12 months after conclusion of the contract and a maximum of twice a year.

(2) The Provider shall notify the Customer of the change in writing no later than 4 weeks before it takes effect. If the price increase compared to the previous price is more than 10%, the customer may terminate the respective contract with a notice period of 1 month to the end of the calendar month. In this case, the previous prices shall continue to apply until termination.

V. Learning content, exemption

(1) The customer is aware that the content on the platform is also provided by third parties. These contents are marked accordingly and have not been checked by XU for correctness.

(2) The contents are created by XU and the third parties to the best of its knowledge, nevertheless XU does not assume any guarantee for the topicality, completeness, or quality of the contents. These are contents that have no claim to completeness or correctness. If contents are provided for commercial and business advice and recommendations, these are not binding or valid for customers. This content and advice is based on the experience of the persons involved in the creation of the content and does not constitute individual advice. The customer is thus solely responsible for the implementation and realization of any contents. In particular, XU does not provide tax and legal advice with respect to the legal requirements of a business operation.

(3) The customer agrees to indemnify and hold XU harmless from and against all claims, actions, losses, damages and expenses (including, without limitation, court costs and attorneys' fees) arising out of or related to the customer's use of the Content.

(4) The customer must inform XU immediately in writing of any infringement or challenge of XU's rights to the content of which he/she becomes aware. XU has the exclusive right, but no obligation, to take defensive action or initiate proceedings against infringers.

(5) The customer is not permitted to edit or publish the content made available to him or to pass it on to third parties.

VI. Granting of rights

(1) XU hereby grants the customer a non-transferable license, which is revocable at any time, limited in time for the duration of the contract term and non-exclusive for the contractual use of the software as well as the offered contents from I. This includes the

autoplay of the contents offered by XU per call or in live sessions.

(2) The customer may not misuse this license or the content subject to the rights.

(3) The customer is not entitled to grant sub-licenses. Furthermore, he is not entitled to provide third parties with access to the contents covered by the contract.

(4) The customer shall not use or exploit the rights at any time outside of the described purpose of use and shall not take any steps that may conflict with the content or purpose of these Terms of Use. The customer shall also refrain from any action which could, in all probability, have an adverse effect on the value, validity or enforceability of a licensed right or on XU's ownership of such.

(5) The customer will in particular observe the type and duration of use granted for the respective content. The customer will not exceed the number of users who are authorized to use the contractual contents according to this contract.

(6) The customer hereby acknowledges that in the relationship between the customer and XU, XU is the sole owner of the rights, that they are and will always remain the sole and exclusive property of XU, and that the customer has not acquired any further rights to or claims on the rights, with the exception of the license granted herein. Customer will not contest XU's ownership of the rights.

(7) Upon termination of the license through cancellation or expiry, all rights of use granted to the customer to the software as well as the rights to the content shall automatically expire. The same shall apply after expiry of the period of use granted for the respective content. The customer shall immediately cease using the rights and the content subject to the rights.

(8) XU does not guarantee the legal validity of the rights and accepts no liability whatsoever that the rights can be used without infringing the rights of third parties.

(9) The rights are granted to the customer for the respective content for a limited period until the expiry of the date described. Upon expiry of this date, all rights to the corresponding content shall expire without the requirement of a separate termination.

(10) No rights or obligations arising from the license may be assigned or transferred without the written consent of XU. Any attempted assignment or transfer on the part of the customer entitles XU to terminate the license immediately.

(11) The customer accepts that XU may use the customer's company name and logo as a reference in the XU media without time limit.

VII. Warranty, Liability

(1) The Provider warrants the contractually owed quality of the services and contents. There shall be no claims for material defects for an only insignificant deviation of the Provider's services from the contractual quality. Claims for defects shall also not exist in the event of excessive or improper use, natural wear and tear, failure of components of the system environment. The same shall apply in the event of software errors that cannot be reproduced or otherwise proven by the customer. This shall also apply in the event of damage due to special external influences which are not assumed under the contract. Claims due to defects shall also not exist in the event of subsequent modification or repair by the customer or third parties unless this does not impede the analysis and elimination of a material defect.

(2) The limitation period for material defect claims is one year from the statutory commencement of the limitation period. The statutory periods for recourse according to § 478 BGB remain unaffected. The same shall apply insofar as the law prescribes longer periods in accordance with § 438 para. 1 no. 2 or § 634a para. 1 no. 2 BGB, in the event of an intentional or grossly negligent breach of duty on the part of the Supplier, in the event of fraudulent concealment of a defect and in cases of injury to life, limb or health as well as for claims under the Product Liability Act. The processing of a notice of material defect by the customer by the supplier only leads to the suspension of the limitation period insofar as the legal requirements for this are met. This does not result in a new start of the limitation period. A supplementary performance (new delivery or rectification) can only have an influence on the limitation period of the defect triggering the supplementary performance.

(3) Claims under a right of recourse in the case of contracts for digital products pursuant to Section 327u of the German Civil Code (BGB) shall not be affected by (1) and (2). If a customer asserts a possible claim against the customer that may lead to a right of recourse, the customer shall immediately inform the supplier of the asserted claim and the further information necessary and useful for its assessment. The Customer shall enable the Supplier to satisfy the claim made by the Customer's customer unless this is unreasonable for the Customer. The Customer and the Supplier shall coordinate and cooperate with the aim of satisfying a justified claim of the Customer's customer as expensively and cost-effectively as possible.

(4) The provider may demand remuneration for its expenses insofar as

- a) he acts on a report without there being a defect, unless the customer could not with reasonable effort have discovered that there was no defect, or
- b) a reported fault is not reproducible or otherwise provable by the customer as a defect, or
- c) additional expense is incurred due to the customer's failure to properly fulfil its
- d) obligations.

(5) The Provider shall only be liable for infringements of third-party rights by its performance insofar as the performance is used in accordance with the contract and, in particular, in the contractually agreed, otherwise in the intended environment of use without modification. The Provider shall be liable for infringements of third-party rights only within the European Union and the European Economic Area and at the place of contractual use of the performance.

(6) If a third party asserts against the customer that a service of the provider infringes its rights, the customer shall notify the provider without delay. The Provider and, if applicable, its upstream suppliers are entitled, but not obliged, to defend the asserted claims at their own expense to the extent permissible. The customer is not entitled to acknowledge claims of third parties before he has given the provider reasonable opportunity to defend the rights of third parties by other means.

(7) If the rights of third parties are infringed by a service of the Provider, the Provider shall, at its own discretion and at its own expense

- a) procure the right to use the service for the customer or
- b) make the performance non-infringing or
- c) take back the service with reimbursement of the remuneration paid for it by the customer (less reasonable compensation for use) if the supplier cannot achieve any other remedy with reasonable effort.

The interests of the client are taken into account appropriately.

(8) Claims of the customer due to defects of title shall become statute-barred in accordance with clause (2).

(9) The supplier shall always be liable to the customer

- a) for damage caused by him or his legal representatives or vicarious agents intentionally or through gross negligence,
- b) under the Product Liability Act and
- c) for damages arising from injury to life, limb, or health for which the provider, its legal representatives or vicarious agents are responsible.

(10) The Provider shall not be liable for slight negligence, except insofar as it has breached a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract or the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which the Customer may regularly rely. In the case of damage to property and financial loss, this liability is limited to the foreseeable damage typical of the contract. This also applies to lost profits and savings. Liability for other remote consequential damages is excluded. For a single case of damage, liability is limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year, but not less than € 50,000. The contracting parties may agree in writing on further liability, usually against separate remuneration, when concluding the contract. An individually agreed liability sum shall have priority. In addition, and with priority, the liability of the provider due to slight negligence arising from the respective contract and its execution for damages and reimbursement of expenses, irrespective of the legal grounds, is limited in total to the percentage of the remuneration agreed in this contract at the time of conclusion of the contract.

(11) The supplier is only liable for damages arising from a guaranteed declaration if this was expressly assumed in the guarantee. This liability is subject to the predetermined limitations in the case of slight negligence. In the case of necessary restoration of data or components (such as hardware, software), the provider shall only be liable for the effort required for the restoration in the case of proper data backup and failure precautions by the customer. In the event of slight negligence on the part of the Provider, this liability shall only apply if the Customer has carried out a data backup and failure precaution appropriate to the type of data and components prior to the incident. This shall not apply if this is agreed as a service of the Provider.

(12) In this respect, XU is not liable for content provided by external partners. XU pays great attention to the selection of external partners and encourages them to publish the respective current state of science to the best of their knowledge and belief.

(13) In particular, XU is not liable for content provided by external partners, users and/or customers in active communication exchange (e.g., Live Sessions, Expert Channel).

(14) XU expressly reserves the right to delete, replace and repost content and accepts responsibility for removed or replaced content.

VIII. Availability and disruption provisions

(1) XU offers the contents for retrieval with an availability of at least 97.5% on an annual average. Announced maintenance cycles of the XU-platform are excluded from this annual average.

(2) If a cause for which the Supplier is not responsible, including strike or lockout, impairs compliance with the deadline („disruption“), the due dates shall be postponed by the duration of the

disruption, if necessary, including a reasonable restart phase. A contracting party shall immediately inform the other contracting party of the cause of a disruption occurring in its area and the duration of the postponement.

(3) If the effort increases due to a disruption, the provider may also demand payment for the additional effort, unless the customer is not responsible for the disruption and its cause lies outside his area of responsibility.

(4) If the customer can withdraw from the contract due to improper performance by the supplier and / or claim damages instead of performance or claims such, the customer shall declare in writing at the supplier's request within a reasonable period of time whether it asserts these rights or continues to wish the service to be provided.

(5) In the event of a withdrawal, the customer shall reimburse the provider for the value of previously existing possibilities of use; the same shall apply to deteriorations due to intended use. If the Provider is in default with the provision of the service, the Customer's compensation for damages and expenses due to the default shall be limited to 0.5% of the price for the part of the contractual service that cannot be used due to the default for each full week of the default. The liability for delay is limited to a maximum of 5% of the remuneration for all contractual services affected by the delay; in the case of continuing obligations, in relation to the remuneration for the respective services affected for the full calendar year.

(6) In addition, and with priority, a percentage of the remuneration agreed upon conclusion of the contract shall apply. This does not apply insofar as a delay is due to gross negligence or intention on the part of the supplier.

(7) In the event of a delay in performance, the customer shall only have a right of withdrawal within the framework of the statutory provisions if the supplier is responsible for the delay. If the customer asserts a claim for damages or reimbursement of expenses in lieu of performance due to the delay, the customer shall be entitled to demand 1% of the price for the part of the contractual performance that cannot be used due to the delay for each full week of the delay, but no more than a total of 10% of this price; in the case of continuing obligations, in relation to the remuneration for the respective services affected for the full calendar year. In addition, and with priority, a percentage of the remuneration agreed upon conclusion of the contract shall apply.

IX. Obligations of the customer

(1) The customer shall protect the access authorizations and identification and authentication information assigned to him or to the users from access by third parties and shall not disclose them to unauthorized persons.

(2) The customer is obligated to indemnify the provider against all claims of third parties due to infringements of rights which are based on an illegal use of the subject matter of the service by the provider or which are made with the provider's approval. If the customer recognizes or must recognize that such an infringement is imminent, there is an obligation to inform the provider immediately.

(3) The customer shall use the possibilities provided by the provider to secure his data in his original area of responsibility.

(4) For each case in which a contractual service is used without authorization in the customer's area of responsibility, the customer shall pay compensation in the amount of the remuneration

that would have been incurred for the contractual use within the framework of the minimum contract period applicable for this service. The customer reserves the right to prove that the customer is not responsible for the unauthorized use or that there is no damage or significantly less damage. The provider remains entitled to claim further damages.

(5) The customer undertakes to ensure that the users provided by him with licenses do not publish any contributions that offend common decency or otherwise violate applicable German law. For this purpose, the customer assumes the responsibility to monitor the activities of his users in an appropriate manner.

(6) It shall be prohibited in particular

- a) spreading insults, illegal links and content and other disruptions of the discussions,
- b) use nicknames that are offensive or objectionable,
- c) use registered trademarks or names of celebrities,
- d) share posts with extremist, racist and pornographic content, as well as any content that violates applicable law,
- e) publish press articles, photos, publications of third parties without the consent of the author,
- f) use personal data for personal contact outside the XU-platform (e.g., address, telephone number, email, messenger ids).

(7) Insofar as the customer violates its monitoring obligation, XU does not assume any liability for violations of the users according to (5) and (6).

X. Code of conduct

On the XU-platform, participants from all over the world come together, for example, to learn about sustainability, exchange ideas, get better and create an impact on the SDGs.

This is made possible through the support, hard work and enthusiasm of hundreds and thousands of people including those who build the XU-platform. This code provides some guidelines to ensure that participants can collaborate and learn effectively in a positive and inspiring atmosphere and to explain how we can strengthen and support each other. This code of conduct is shared by all contributors and users who are on the XU-platform and work together.

This Code of Conduct is a summary of the shared values and „common sense“ on the XU- platform.

The fundamental values that hold the XU-platform and community together include:

- Be considerate
- Be respectful
- Be cooperative
- Be pragmatic
- Support others in the community on the platform
- Get support from others in the community

Our community consists of several groups of individuals and organizations that can be roughly divided into two groups:

- Experts who add value to the platform through their contributions
- Users who add value to the platform through their support as learners and contributors

This Code of Conduct reflects the agreed standards of behavior for the experts and users in any forum, mailing list, wiki, website, live session, course, podcast, newsletter, public meeting, and private correspondence related to the XU-platform and its services. The Community acts in accordance with the standards set out in this Code of Conduct and will defend these standards for the benefit of the Community and XU-platform. The responsible persons of the XU-platform have the right to block access to any person who persistently violates our common code of conduct. In principle,

there is no claim to repayment in the event of such an exclusion from the XU-platform.

(1) Be considerate

Your actions and work affect and are used by other people, and you in turn depend on the work and actions of others. Every decision you make has an impact on other members of the community and we expect you to consider these consequences when making decisions.

As a contributor, make sure that you fully acknowledge the work of others and consider how your changes will affect others. You are also expected to try to adhere to the platform formats and guidelines.

As a user, remember that contributors work hard on their part of the XU-platform and take great pride in it. If you are frustrated, it is more likely that your problems will be solved if you can give correct and well-behaved information to all the contributors. It is not permitted on the XU-platform to offer and sell one's own services or products to other users. Exceptions are explicitly approved and marked by the XU Group. If a user uses the platform and interactions to sell his own services and products to others, he will first be warned by the XU Group and excluded from the XU-platform if this occurs again. In the event of exclusion from the XU-platform, all claims for reimbursement of licenses already paid will be forfeited.

(2) Be respectful

For the XU-platform community to remain healthy, its users must feel comfortable and accepted. Respectful interaction with each other is absolutely necessary for this. In case of disagreement, first of all assume that one means well.

We do not tolerate personal attacks, racism, sexism, or other forms of discrimination. Disagreements are inevitable from time to time but respecting the views of others goes a long way towards gaining respect for your own opinion. If you respect other people, their work and their contributions, and start from a well-meaning motivation, platform users will feel comfortable and safe, which translates into motivation and productivity.

We expect users of the XU-platform to be respectful in their interactions with other contributors, users, and communities. Remember that the XU-platform is an international project and that you may not know important aspects of other cultures.

(3) Be collaborative

The open XU Platform thrives on collaboration: It helps to avoid duplication of work while improving the quality of learning and exchange formats. To avoid misunderstandings, try to be clear and concise when asking for or giving help. Remember that emails or questions in our community can easily be misunderstood (especially if they are not written in your native language). Ask for clarification if you're not sure how something is meant; remember the first rule: Assume people mean well first.

As a contributor, you should endeavor to collaborate with other users of the XU Platform as well as other communities that are interested in or dependent on your work. Your work should be transparent and feed back into the community as soon as it is available. If you want to work on something new in existing projects and workshops, keep those projects and digital workshops informed of your ideas and progress if they want to.

It's not always possible to reach consensus on how to implement an idea, so don't feel obliged to do this before you start. However, make sure you keep the outside world informed of your work and publicize it in a way that allows outsiders to test, discuss and support your efforts.

With every workshop, every learning session, contributors and users come and go. If you withdraw from all or part of the learning unit, you should do so with pride in what you have achieved and

act responsibly towards others who will continue learning after you.

As a user, your feedback is important, and so is its form. Poorly thought-out comments can cause pain and demotivate other community members, but a considerate discussion of issues can bring positive results. A word of encouragement works wonders.

(4) Be pragmatic

The XU Platform is a pragmatic community. We value tangible results more than having the last word in a discussion. We defend our core values of freedom and respectful collaboration, but we don't let arguments about unimportant issues get in the way of achieving more important outcomes. We are open to suggestions and welcome solutions regardless of their origin. When in doubt, favor a solution that helps you get things done over one that has theoretical merit but is not being worked on. Use the tools and methods that help you get the job done and ensure learning success. Let those who do the work make the decisions.

(5) Support others in the community on the platform

Our community is made strong by mutual respect, collaboration and pragmatic, responsible behavior. Sometimes there are situations where this needs to be defended and other members of the community need help.

If you witness others being attacked, first consider how you can help them personally.

If problems arise, your first action should be to respectfully remind those involved of our shared Code of Conduct. Leaders are defined by their actions and can lead by example by endeavoring to resolve issues in line with this Code of Conduct before they escalate.

(6) Seek support from others in the community on the XU Platform

Seek support from others in the community on the XU Platform. Disagreements, both political and technical, happen all the time. Our community is no exception to this rule. The goal is not to avoid disagreements or differing views, but to resolve them constructively. You should turn to the community to seek advice and resolve disagreements and, if possible, consult the user most directly affected.

Think carefully before turning a disagreement into a public dispute. If necessary, ask for mediation and try to resolve the disagreement in a less emotionally charged setting. If you feel that you or your work is being attacked, take time to breathe before writing heated responses. Consider a 24-hour moratorium when expressing yourself emotionally - a cooling off period is sometimes all that's needed. If you really want to take a different path, we encourage you to publish your ideas and work so they can be tried and tested.

XI. Datenschutz und Vertraulichkeit

(1) Both contracting parties shall comply with the applicable data protection regulations, in particular those valid in Germany, and shall oblige their employees deployed in connection with the contract to maintain data secrecy, unless they are already generally obliged to do so.

(2) The Provider shall not check the data and content stored for the Customer regarding the legal permissibility of collection, processing and utilization; this responsibility shall be assumed exclusively by the Customer.

(3) The Provider is authorized to process and use the Customer's data within the scope of what is permitted under data protection law during the validity of this contract. Details are contained in the separate data protection declaration.

(4) The parties are obliged to keep permanently confidential, not to disclose to third parties, record or otherwise utilize all information about the other party that has become known or becomes known to them in connection with this contract, which is marked as confidential or is recognizable as business and trade secrets (hereinafter: 'confidential information') on the basis of other circumstances, unless the other party has expressly consented to the disclosure or use in writing or the information must be disclosed by law, court order or an administrative decision.

(5) The information is not confidential information if it was previously known to the other party without the information being subject to an obligation of confidentiality, is generally known or becomes known without breach of the confidentiality obligations assumed, is disclosed to the other party by a third party without breach of a confidentiality obligation.

(6) The Provider may subcontract but shall impose a corresponding obligation on the Contractor.

(7) These obligations shall survive the termination of this Agreement.

XII. Final provisions

(1) All agreements which contain an amendment, supplement or concretization of these contractual conditions, as well as special assurances, guarantees and agreements, must be recorded in writing. Guarantees shall only qualify as guarantees in the legal sense if they are expressly designated as guarantees.

(2) The contract is subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The place of jurisdiction is the registered office of the supplier if the Customer is a merchant, a legal entity under public law or a special fund under public law.

(3) Should individual provisions of this agreement be invalid, this shall not affect the validity of the remaining provisions. In this case, the parties shall co-operate in order to replace invalid provisions with provisions that correspond as closely as possible to the invalid provisions.

(4) The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(5) Ancillary and additional agreements, quality specifications regarding the delivery items, quality or durability guarantees and other agreements made before, during or after the conclusion of a delivery agreement must be made in writing to be effective.

**Version XU overall
Berlin, 08.10.2024**