

506 Data & Performance GmbH

Terms and Conditions - SaaS

Status February 2026

1. SCOPE

1.1 These General Terms and Conditions (GTC) apply in business transactions to all legal relationships between 506 Data & Performance GmbH (hereinafter: "**506**") and the customer (hereinafter: "**Customer**") for SaaS products and cloud services provided by 506.

1.2 Any terms and conditions of *the customer* that deviate in whole or in part shall only apply if 506 expressly agrees to them in writing. These General Terms and Conditions shall also apply exclusively if 506 provides the services without reservation in the knowledge of conflicting terms and conditions of *the customer*.

1.3 3 If these GTC are translated, the German version of the General Terms and Conditions shall be the binding version in case of doubt.

1.4. These General Terms and Conditions shall also apply to all future business transactions until new General Terms and Conditions for SaaS products and cloud services are issued by 506, even if these are concluded without reference to these General Terms and Conditions.

2. SUBJECT MATTER OF THE AGREEMENT AND DEFINITIONS

The following subject matter of the contract and definitions apply to these GTC and other contractual bases with the *customer*, unless the meaning and purpose of the provision clearly indicate a different term:

2.1 506 offers software solutions and Software as a Service (SaaS) solutions, which include, but are not limited to, Piwik PRO (hereinafter: "**Piwik PRO**"), 506.ai Platform (hereinafter: "**506.ai Platform**") and additional software packages (hereinafter: "**Integrations**").

2.2 In addition, 506 offers support, end-user support, installation, and software updates (hereinafter: "**506 Support**") for the SaaS solutions offered.

2.3 "**Software**" refers to Piwik PRO, the 506.ai Platform, and their integrations collectively.

2.4. "**Contract Products**" are *506 Support*, *Piwik PRO*, *the 506.ai Platform*, and their *integrations* collectively. The exact descriptions and specifications of the Contract Products and Services offered by 506 are set out (i) in the information on the 506 website (available at: <https://www.506.ai>) and/or (ii) any product descriptions that may be available and provided to the *customer*, and (iii) all other documents provided to the *customer* by 506.

2.5. "**Traffic volume**" is **generally defined as** the total number of all actions in an environment. An action is a request to an environment, including but not limited to: the initiation of an activity

(e.g., a page view, file download, outlink, custom event, or goal), the loading of a record (e.g., from a CSV file or via API), or an API request to the respective *506 software*.

2.6. "**Hits**" **specifically refers** to an interaction that results from the data sent to Analytics, for example. Common types include page tracking hits, event tracking hits, and e-commerce hits.

Each time the tracking code is triggered by user behavior (e.g., when the user loads a page on a website or a screen in a mobile app), this activity is stored. Each interaction counts as a hit and is sent. These are examples of hit types:

- Page tracking hits
- Event tracking hits
- E-commerce tracking hits
- Social interaction hits

2.7. "**Tokens**" are the basic unit that GPT models (Generative Pretrained Transformers, also known as language models) use to calculate the length of a text. They are groups of characters that sometimes, but not always, correspond to words. The number of characters is particularly important and includes punctuation marks and emojis. A token is a piece of text with some metadata that the model uses. For example, the sentence "Hello, how are you today?" has 16 tokens. The consumption of tokens is a significant cost factor in the operation of language models.

2.8. "**Credits**" are the standard unit of measurement for tokens from different language models. Token consumption is measured in credits. Different language models incur different costs for token consumption. *Customers* receive a total quota of credits. To calculate credit consumption, the tokens of different language models are calculated using factors. The available amount of credits and the currently valid conversion factors are part of the respective contract.

2.9. "**Storage**" or "*document storage*" refers to the storage space in megabytes or gigabytes required by all of a *customer's* uploaded documents in the software database. Each *customer* has a certain amount of storage space. The amount of storage space available is part of the respective contract.

2.10. "**Users**" refers to the number of user accounts in a system.

2.11. "**Documents**" (number of documents) refers to a file uploaded to the system by a *customer*. Each *customer* has a certain number of documents. The available amount of documents is part of the respective contract.

2.12. "**API call**" refers to a single request or query sent by a software program (client) to a programming interface (application programming interface, API) provided by *506* in order to retrieve or transmit data or to perform a specific function. Depending on the type of contract, the *customer* may or may not have a certain number of API calls per month. The available number of

API calls is part of the respective contract. If no API calls are defined in the contract, the *customer* is not entitled to them, but can book them as a package if required.

2.13. If the *customer* exceeds the maximum traffic volume, the number of users, the number of credits, the number of tokens, the amount of storage, the number of documents, and/or the number of API calls of the booked package, 506 is entitled to upgrade the *customer* to the next higher package with a notice period of thirty (30) days or to offer the *customer* a corresponding additional package. If, in this case, the *customer* objects to an upgrade to the next higher package, 506 is entitled to discontinue the services as soon as the *customer* reaches the maximum monthly *traffic volume* of the booked package. 506 will inform the *customer* of this when announcing the upgrade.

2.14. 506 is entitled to discontinue or change individual *contractual products* and/or *services* at any time. 506 will inform the customer of this with 90 days' notice. In this case, the *customer* shall be entitled to a special right of termination, which 506 shall inform the *customer* of in the information letter. Notwithstanding this, 506 shall reimburse the *customer* for payments already made for the use of the respective *contractual product* and/or *service* from the time the *contractual product/service* is discontinued. The *customer* shall not be entitled to any further claims.

3. CONCLUSION OF THE CONTRACT

3.1 The contract shall only be concluded upon acceptance of the *customer's* order (offer) by 506.

3.2 The presentation or transmission of *the contractual products and/or services* to the *customer*, in whatever form, does not constitute a legally binding contractual offer on the part of 506. Rather, it is a non-binding invitation to the *customer* to order *contractual products/services*. The *customer's* order constitutes an offer that may be accepted by 506. 506 is under no obligation to accept the offer.

4. OBLIGATIONS OF THE CUSTOMER

4.1 The *customer* is responsible for selecting the *contractual product* or *services*. The *customer* must make all information and data necessary for the performance of the contract fully accessible to 506 and transmit it to 506.

4.2 The *customer* acknowledges that all *services* and/or *contractual products* provided by 506 can only be performed in relation to services provided by 506 and its subcontractors.

4.3 The *customer* is responsible for the use of the *contractual products*. The use or transfer of illegal information or material by the *customer* is prohibited. This expressly includes, but is not limited to, depictions of violence, discrimination, incitement to violence or criminal acts, infringement of copyrights, trademark rights, and other intellectual property rights, and trademark misuse. Similarly, the inclusion of references (links) or any other connection to such materials is prohibited.

4.4 The *customer* acknowledges that, in the case of a contractually agreed scope of services during the term, an increase ("upgrade") of the agreed scope of services may be made at any time by mutual agreement. A reduction ("downgrade") is not possible during the term of the contract. If an upgrade is agreed during the term of the contract, the additional costs (difference) incurred as a result shall be payable and invoiced to the *customer*.

5. TERM AND TERMINATION

5.1 The contract term corresponds to the subscription period specified in the respective contract with the *customer* and is extended by 12 (twelve) additional months if the contract is not terminated by either party with 3 months' notice prior to the end of the respective agreed term.

5.2 Termination must be in writing to be effective.

5.3 Ordinary termination is excluded. The right to extraordinary termination for good cause remains unaffected. Good cause shall also be deemed to exist if the *customer* refuses to exchange defective software for non-defective software for the purpose of remedying the defect, provided that he has no good reason for doing so and proper use of the defective software is not possible without 506 replacing the defective software.

5.4 If insolvency proceedings are opened against the *customer's* assets or an application to initiate insolvency proceedings is rejected due to insufficient assets, 506 shall be entitled to withdraw from the contract without setting a grace period. If this withdrawal is exercised, it shall take effect immediately upon the decision that the *customer's* business will not be continued. If the *customer's* business is continued, withdrawal shall only take effect 6 months after the opening of insolvency proceedings or after the rejection of the application for opening due to lack of assets. In any case, the contract shall be terminated with immediate effect, provided that the insolvency law to which the *customer* is subject does not preclude this or if the termination of the contract is essential to avert serious economic disadvantages for 506.

6. CUSTOMER'S RIGHTS IN THE EVENT OF DEFECTS

6.1 506 warrants the agreed quality of the *contractual products* provided, as well as other services and/or performances, and that the *customer* can use the *contractual products* in accordance with the contract without infringing the rights of third parties.

6.2 506's response times in the event of defects are specified in the SLAs of the respective service descriptions for the *contractual products*. Unless otherwise agreed in individual contracts, the statutory warranty period shall apply from acceptance or delivery.

6.3 Unless otherwise agreed in individual contracts, warranty claims may only be asserted if the *customer* immediately inspects or tests the *contractual products* after their delivery/transfer and immediately reports any defects to 506 after their discovery. Where possible, the *customer* must also indicate how the defect manifests itself and what effects it has, as well as the circumstances under which it occurs.

6.4 If a material defect occurs during the term of the contract, 506 shall be entitled to remedy the material defect either by providing a new, defect-free *contractual item* (e.g., software release) or by rectifying the defect (repair).

6.5 If 506 is unable to remedy a material defect within a reasonable period of time, or if the repair or replacement is deemed to have failed for other reasons, the *customer* may either terminate the contract extraordinarily or reduce the remuneration. The exercise of the above rights due to failure to grant contractual use is only permissible if 506 has been given sufficient opportunity to remedy the defect and this has failed. The rectification of defects shall only be deemed to have failed if it is impossible, if it is refused or unreasonably delayed by 506, if there are justified doubts as to its prospects of success, or if it is unreasonable for the *customer* for other reasons. The exercise of the above rights of the *customer* due to non-granting of contractual use is in any case only permissible if 506 does not respond within the response times agreed in the SLAs and the *customer* has set 506 a reasonable deadline in writing for remedying the defect and this has failed. The *customer* is not entitled to extraordinary termination or to exercise its rights if the defect is insignificant.

6.6 If the contractual use of the *contractual products* and/or other services provided by 506 leads to the infringement of copyrights or other industrial property rights of third parties, 506 shall, at its own expense and at its discretion, either procure the right for the *customer* to continue using the products or services in accordance with the contract or modify or replace the *contractual products* or other services provided in a manner reasonable for the *customer* so that there is no longer any infringement of third-party rights. If this is not possible under economically reasonable conditions or within a reasonable period of time, both the *customer* and 506 shall be entitled to terminate the contract for cause.

6.7 If third parties assert claims that prevent the *customer* from exercising the contractual rights of use granted to them for the *contractual products* and/or other services provided by 506, the

customer must inform 506 immediately in writing and in full. If the *customer* is sued by a third party on the basis of the *contractual products*, the *customer* shall consult with 506 and shall only take legal action, in particular acknowledgments and settlements, with the consent of 506. 506 is obliged to indemnify the *customer* against all costs and damages arising from the defense against claims, insofar as these are not based on the *customer's* breach of duty and are based on undisputed or legally established claims. The *customer* hereby authorizes 506, at its request, to conduct legal proceedings against third parties, both in and out of court, arising from and in connection with the *contractual products*.

6.8 If it transpires that a reported problem is not attributable to a defect in the *contractual products* and/or other services provided by 506, 506 shall be entitled to charge the *customer* for the costs incurred in analyzing and rectifying the problem in accordance with the price lists for the corresponding services provided by 506, provided that the *customer* has recognized or negligently failed to recognize that there is no defect.

6.9 The warranty obligation shall not apply if changes are made to the *contractual products* and/or other services provided by 506 without the express written consent of 506, or if the *contractual products* and/or other services provided by 506 are used in a manner or environment other than that intended, unless the *customer* can prove that these facts are not related to the defect that has occurred. 506 does not guarantee the compatibility of the *contractual products* and other services and/or services with other software or programs used by the *customer*. No warranty claims can be derived from information in catalogs, brochures, advertising material, and written and verbal statements that are not included in the respective contract, nor can any liability be established on this basis.

7. LIABILITY OF 506

7.1 Unless otherwise agreed in individual contracts, 506 shall only be liable within the scope of the statutory provisions for damages caused by it, the cause of which is based on intent or gross negligence. The total liability of 506 in cases of gross negligence is limited to the net order value of the last 12 months for the respective SaaS solution and integrations. Per claim, 506's liability is limited to 25% of the net order value of the last 12 months for the respective 506 software. 506's liability for slight negligence, compensation for consequential damages, pure financial losses, indirect damages, loss of production, financing costs, costs for replacement energy, loss of energy, data or information, loss of profit, unrealized savings, loss of interest and damages from third-party claims against *customers* is excluded. The above limitation of liability applies equally to damage caused by legal representatives, executives, or other vicarious agents of 506, such as Piwik PRO.

7.2 The limitations of liability in the preceding paragraph do not apply to damages resulting from injury to life, limb, or health, damages resulting from the breach of an assumed warranty, damages resulting from fraudulently concealed defects, or claims by the *customer*.

7.3 If the liability of 506 is excluded or limited, this also applies to the personal liability of employees, representatives, and vicarious agents.

7.4 506 accepts no liability for damage caused by modifications to the *contractual products* made by third parties.

7.5 The no-fault liability of 506 for defects that already existed at the time of conclusion of the contract is excluded.

7.6 The objection of contributory negligence in the occurrence of damage remains unaffected for both parties.

8. DATA PROTECTION

8.1 The personal data required for the execution of the contractual relationship shall be stored electronically by 506 on data carriers. This includes all data necessary for the proper execution of the contract concluded between the *customer* and 506, in particular name, address, contact details (telephone and fax number, email address). Data processing is carried out for pre-contractual and contractual purposes in accordance with Art. 6 (1) (b) GDPR, and for certain data, where applicable, on the basis of the *customer's* consent (Art. 6 (1) (a) GDPR). Personal data is treated confidentially by 506. The provision of *customer* data is neither required by law nor contractually stipulated. However, without the provision of the necessary personal data, the desired contract cannot be concluded and executed.

8.2 The contact details of 506 for all matters relating to data protection are as follows: gdpr@506.ai.

8.3 The *customer* may object to the processing of personal data concerning him/her at any time. To do so, he/she may also use the email address specified in paragraph (2) of this section. If he/she objects, 506 will no longer process the personal data unless it can demonstrate compelling legitimate grounds for the processing which override the interests, rights, and freedoms of the *customer*.

8.4 Furthermore, the *customer* has the right to revoke any consent given with effect for the future. However, this does not affect the lawfulness of data processing based on consent until revocation is received.

8.5 The *customer* has the right at any time to obtain information free of charge about their personal data stored by 506, to correct incorrect data, and to have data blocked or deleted. In addition, the *customer* has the right to receive their data in a structured, commonly used, and machine-readable format and to have their data transferred by 506 to someone else. Furthermore, the *customer* has the right to complain to a data protection supervisory authority.

8.6 506 shall take appropriate technical and organizational measures within the meaning of Art. 32 GDPR, taking into account the state of the art, the implementation costs, and the nature, scope, circumstances, and purposes of the processing, as well as the likelihood and severity of the risk to the rights and freedoms of natural persons.

In this context, procedures are implemented to regularly review, assess, and evaluate the effectiveness of the technical and organizational measures to ensure the security of the processing. Furthermore, the confidentiality, integrity, availability, and resilience of the systems and services related to the processing are ensured, as is the rapid restoration of the availability of personal data in the event of a physical or technical incident.

8.7 Data will only be passed on to third parties if 506 is obliged or entitled to do so under applicable law. In this context, 506 involves affiliated companies, in particular as processors, for technical data processing. 506 monitors these companies with regard to personal data and issues appropriate instructions.

8.8 Upon complete fulfillment of the contract, the *customer's* personal data will be deleted after expiry of the retention periods under tax and commercial law (§ 132 BAO, §§ 190, 212 UGB: 7 years; in special cases up to 10 years). If the data is required as evidence, it will be stored in accordance with the statutory limitation periods or until the conclusion of legal or administrative proceedings.

9. LICENSE AGREEMENTS, COPYRIGHT

9.1 Unless otherwise agreed, 506 grants the *customer* a non-exclusive and non-transferable right of use with regard to the *contractual products* for the duration of the contract period for the fulfillment of the contractual purpose.

9.2 If the *customer* wishes to use the *contractual products* in multiple environments (see Section 2.5 of the General Terms and Conditions), in particular in a development and/or production environment, a separate license is required for the operation of the *contractual products* in each individual environment.

9.3 The *customer* is not entitled to grant sublicenses for the *contractual products* and/or to sell them to third parties or otherwise allow them to be used – this also applies to affiliated companies and subsidiaries and associated companies of the *customer*. The *customer* undertakes to retain any protective notices contained in the *contractual products* unchanged. After expiry of the contract term or upon reaching the agreed scope of services (see Section 4.4 of the General Terms and Conditions), the *customer* is no longer permitted to continue using the *contractual products*. Furthermore, the *customer* is not entitled to modify the *contractual products* in any way or to use them for purposes or to an extent other than those contractually agreed.

9.4 Content and/or design elements (e.g., information, texts, files, photos, videos, music, and other material regardless of type and form) provided, made available, or accessible by 506 may be content belonging to or controlled by 506, or content belonging to or controlled by third parties.

The *customer* is not permitted to change, remove, suppress, or otherwise interfere with copyrights, trademark rights, trademarks, or other trademark rights. This applies to all content or design elements. The *customer* is responsible for safeguarding all rights of 506 to the *contractual products* provided and for safeguarding 506's claims to confidentiality of trade and

business secrets, including by employees and vicarious agents of the *customer* or third parties.
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10. MONITORING AND CUSTOMER'S DUTY TO PROVIDE INFORMATION

10.1 The 506 SaaS solutions have an integrated traffic volume counter, which is used to determine compliance with the traffic volume of the respective package.

10.2 All data collected by 506 for monitoring purposes is collected and stored by 506 exclusively for the aforementioned purposes and treated as strictly confidential within the scope of Section 11 of these GTC. Subject to further storage obligations due to applicable legal framework conditions, 506 will delete the data immediately as soon as it is no longer required for verification purposes.

11. CONFIDENTIALITY

11.1 All information exchanged between the parties shall be treated as confidential and shall not be disclosed to third parties unless this is necessary for the execution of the provisions of this contract or is approved in writing by the other party.

11.2 Companies affiliated with the parties, as well as subsidiaries and associated companies, shall not be considered third parties, provided that they submit to this agreement. Contract data processors shall also not be considered third parties, provided that they are bound to confidentiality in accordance with this provision and a contract data processing agreement is concluded. The parties also undertake to oblige their respective advisors to maintain confidentiality in the same way. The same applies to other third parties who may receive data after approval.

11.3 Furthermore, the parties undertake to maintain strict confidentiality regarding all project details and other business facts of the other party and its affiliated companies that become known to them during the contractual relationship, as well as regarding the content and nature of the cooperation (including the amount of remuneration) before, during, and after the termination of the contractual relationship.

11.4 The *customer* grants 506 the right to use the logo as a *customer* reference on 506's own websites and social media channels. 506 is entitled to use the *customer's* logo in 506 marketing materials, such as 506 presentations, etc., while maintaining the confidentiality of economically sensitive business information.

11.5 The parties also undertake to store all business and operating documents made available to them in a proper manner, in particular to ensure that third parties cannot gain access to them. The documents provided shall be returned to the other party at any time during the term of the contractual relationship upon request and immediately after termination of the contractual relationship without being requested to do so, including any copies made.

12. FINAL PROVISIONS

12.1 If the *customer* is an entrepreneur and the *contractual products* are provided for the *customer's* business operations, or if the *customer* is a legal entity under public law or a special fund under public law, the place of jurisdiction for legal action taken by 506 against the *customer* and for legal action taken by the *customer* against 506 shall be the registered office of 506. 506 is also entitled to bring legal action against the *customer* at the *customer's* registered office. The right of the parties to seek interim legal protection before another court is not affected by the above agreement on the place of jurisdiction. The contract language is German. The law of the Republic of Austria applies to all contractual relationships between 506 and the *customer*.

12.2 Failure to exercise or enforce a right or remedy granted under the terms of the contract or to which 506 is entitled under applicable law shall not be construed as a formal waiver of 506's rights – rather, 506 shall continue to be entitled to those rights.

12.3 Should individual provisions of this contract be or become invalid, incomplete, or unenforceable, this shall not affect the validity of the remaining provisions. The invalid, incomplete, or unenforceable provision shall be replaced by a valid, complete, or enforceable provision that comes closest to the economic purpose of the original provision.

12.4 Amendments to these General Terms and Conditions must be made in writing. This also applies to amendment of this written form clause.