506 Data & Performance GmbH

General Terms and Conditions (GTC) - SaaS

Status of August 2026

1. SCOPE OF APPLICATION

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 Deviating terms and conditions of the *customer*, in whole or in part, shall only apply if *506* expressly agrees in writing. These General Terms and Conditions shall apply exclusively even if *506*, being aware of conflicting terms and conditions of the *customer*, provides the services without reservation.

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

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

2. SUBJECT MATTER OF CONTRACT AND DEFINITIONS

For these GTC and other contractual bases with the *customer*, the following subject matter of contract is decisive or the following definitions apply, unless the meaning and purpose of the provision clearly indicates otherwise:

2.1 *506* offers software solutions and Software as a Service solutions (SaaS), 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 Furthermore, *506* offers support, end-user support, installation and software updates (hereinafter: ***"506 Support"***) with regard to the offered SaaS solutions.

2.3 ***"Software"*** means Piwik PRO, 506.ai Platform and their *Integrations* collectively;

2.4 ***"Contracted Products"*** collectively means *506 Support, Piwik PRO, 506.ai Platform* and their *Integrations*. The exact descriptions and specifications of the contracted products and services offered by *506* are derived from (i) information on *506's* website (available at: [https://www.506.ai]) and/or (ii) any existing product descriptions provided to the *customer* and (iii) all other documents provided to the *customer* by *506*.

2.5 ***"Traffic Volume"*** **is generally** the total number of all actions in an environment. An action is a request to an environment, including but not limited to: recording an activity (e.g., a page view, file download, outlink, custom event or goal) loading a record (e.g., from a CSV file or via API) or an API request to the respective *506 software*.

2.6 *"Hits"* specifically **means, for example, an interaction** that results from data sent to Analytics. 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 a user loads a page on a website or a screen in a mobile app), this activity is recorded. Each interaction counts as a hit and is sent. These are examples of hit types:

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

2.7 *"Tokens"* are the basic unit that GPT models (Generative Pretrained Transformer – also called language models) use to calculate the length of text. They are groups of characters that sometimes, but not always, correspond to words. The number of characters is particularly important and includes punctuation or 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. Token consumption is a significant cost factor in operating language models.

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

2.8.a *"Engine Power"* refers to the *customer's* representation of the platform usage capacity available to the *customer* as a unified usage value. For existing *customers* at the time of conversion, the basis of Engine Power is the token or credit allocation available to the *customer* (sections 2.7 and 2.8). The Engine Power assigned to a package is determined on this basis and specified in the contract.
Engine Power is not a purely mathematical extrapolation of the token or credit allocation. Rather, Engine Power consumption depends on the actual resource expenditure of the respective usage and depends on several factors, in particular the language model used, the type of usage (chat or agentic or multi-step workflows) and the scope and complexity of the respective queries. These different expenditures are represented by the engine factor specified in the contract (e.g., x3, x5 or x10) and by the model-dependent conversion factors; the same number of tokens can therefore consume a different proportion of Engine Power depending on the model and usage type.

Consumption is displayed to the *customer* as a percentage (%) of available Engine Power. The specific Engine Power amount, the applicable engine factor and the conversion factors for individual language models are part of the respective contract.

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

2.10 ***"User"*** and/or ***"Users"*** is 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 available. The available number 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 an Application Programming Interface (API) provided by *506* in order to retrieve data, transmit data or perform a specific function. Depending on the contract type, the *customer* has a certain number of API calls per month or does not. The available number of API calls is part of the respective contract. If no API calls are defined in the contract, the *customer* has no entitlement to them, but may book them as an add-on package if needed.

2.13 Reaching Service Limits; Escalation Measures

> 2.13.1 When the *customer's* consumption approaches the allocation agreed in the contract (in particular for Engine Power, Credits, Tokens, Traffic Volume, Storage, Documents or API Calls), *506* informs the *customer* promptly, typically upon reaching 80% of the allocation, through a notice in the software and/or by email. *506* informs the *customer* of the options for upgrading (Upgrade) and optional usage-based additional usage (Pay-as-you-go, section 2.13a).
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> 2.13.2 If the *customer* has neither agreed to an Upgrade nor activated Pay-as-you-go pursuant to section 2.13a upon reaching 100% of the allocation, *506* is entitled to suspend agentic functions (Agentic). To the extent technically possible, the basic chat function remains available as a fallback.
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> 2.13.3 If consumption further exceeds the allocation (typically from 110%), *506* is also entitled to limit usage to resource-efficient or smaller language models and to disable access to large language models.
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> 2.13.4 In case of significant overage (typically from 120%), *506* is entitled to temporarily lock access to the instance. *506* removes the lock as soon as the *customer* agrees to an Upgrade or activates Pay-as-you-go pursuant to section 2.13a.

2.13.5 Unaffected is the right of *506*, in the event of persistent overage, to offer the *customer* an upgrade to the next higher package or a corresponding add-on package with thirty (30) days' notice. If the *customer* objects to such an upgrade, the measures pursuant to sections 2.13.2 to 2.13.4 remain unaffected. *506* will inform the *customer* of this.

2.13.6 The foregoing measures are at the discretion of *506*; the *customer* has no right to a specific measure or order of measures. Billing for usage exceeding 100% shall occur exclusively in accordance with section 2.13a.

2.13a Optional Usage-Based Additional Usage (Pay-as-you-go)

2.13a.1 As an alternative to an upgrade, the *customer* may actively enable the "Pay-as-you-go" feature to avoid suspension or limitation of services upon reaching the allocation (section 2.13). Without active enablement by the *customer*, no usage-based additional billing takes place; in this case, the measures pursuant to section 2.13 remain in effect.

2.13a.2 If Pay-as-you-go is activated, the *customer* may use its allocation beyond 100%. Usage exceeding 100% is determined at the end of the respective billing period and billed proportionally. Additional compensation is calculated from the percentage share of usage exceeding 100%, multiplied by the monthly net package price of the Engine package booked by the *customer* (Example: 20% additional usage × 295 EUR = 59 EUR plus VAT).

2.13a.3 The *customer* may revoke the activation of Pay-as-you-go at any time with effect for the future. Usage-dependent additional compensation already incurred shall remain unaffected. After revocation, the measures under section 2.13 shall apply again.

2.13a.4 *506* may offer the *customer* the activation of Pay-as-you-go within the scope of the advance notice (section 2.13.1) as well as continuously in the software. The *customer* is not obligated to activate it.

2.14 *506* is entitled to discontinue or modify individual contract products and/or services at any time. *506* will inform the *customer* of this with 90 days' notice. In this case, the *customer* has a right of extraordinary termination, which *506* will point out to the *customer* in the information letter. Notwithstanding this, *506* will refund to the *customer* any payments already made for the use of the respective contract product and/or service as of the date the contract product/service is discontinued. The customer has no further claims.

3. FORMATION OF CONTRACT

3.1 The contract comes into existence only through *506's* acceptance of the *customer's* order (offer).

3.2 The presentation or transmission to the *customer* of the contract products and/or services, in whatever form, does not constitute a legally binding contract offer by *506*. Rather, it is a non-binding invitation to the *customer* to order contract products/services. The *customer's* order constitutes the offer, which may be accepted by *506*. *506* is not obligated to accept the offer.

4. *CUSTOMER* OBLIGATIONS

4.1 The *customer* is responsible for the selection of the contract product or services. The *customer* must make all information and data required to perform the contract fully available to and transmit to *506*.

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

4.3 The *customer* is responsible for the use of the contract products. The use or transmission of unlawful information or material by the *customer* is prohibited. This includes, expressly but not exclusively, depictions of violence, discrimination, calls for violence or criminal acts, violation of copyrights, trademark rights and other intellectual property rights, and trademark misuse. Similarly, the inclusion of links or any other connection to such materials is prohibited.

4.4 The *customer* acknowledges that in the event of a contractually defined scope of services during the term, an increase ("upgrade") of the agreed scope of services may occur by mutual agreement at any time. A reduction ("downgrade") is not possible during the contract term. If an upgrade is agreed during the contract term, the resulting additional costs (difference) are due and will be billed 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 automatically extended for an additional 12 (twelve) months if the contract is not terminated by either party with three months' notice before the end of the 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 also exists if the *customer* refuses to exchange defective software for defect-free software for the purpose of remedying defects, provided the *customer* has no good cause and proper use of the defective software is not possible without the exchange by *506*.

5.4 If insolvency proceedings are initiated over the *customer's* assets or an application to initiate insolvency proceedings is rejected due to insufficient assets, *506* is entitled to withdraw from the contract without setting a grace period. If this withdrawal is exercised, it becomes effective immediately with the decision that the *customer's* business will not be continued. If the *customer's* business is continued, withdrawal becomes effective only 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 is dissolved with immediate effect if the insolvency law to which the *customer* is subject does not preclude this, or if contract termination is necessary to avert serious economic disadvantages to *506*.

6. *CUSTOMER* RIGHTS IN CASE OF DEFECTS

6.1 *506* warrants the agreed characteristics of the provided contract products and other services and/or services, and that the *customer* can use the contract products in accordance with the contract without violating the rights of third parties.

6.2 *506's* response times for defects are determined by the SLAs of the respective service descriptions of the contract products. Unless otherwise agreed in the individual contract, the statutory warranty period applies from acceptance or delivery.

6.3 A prerequisite for asserting warranty claims is, unless otherwise agreed in the individual contract, the *customer's* immediate examination or inspection of the contract products after their delivery/provision and the immediate notification to *506* of any defects discovered. In doing so, the *customer* must, insofar as possible, also indicate how the defect manifests itself and its effects and the circumstances under which it occurs.

6.4 If a material defect exists during the contract term, *506* is entitled to remedy the material defect at its option either by providing a new, defect-free contract object (e.g., software release) or by remedying (correction).

6.5 If *506* cannot remedy a material defect within a reasonable time or if remediation or replacement is otherwise considered failed, the *customer* may at its option either extraordinary terminate the contract or reduce the compensation. The exercise of the above rights due to failure to provide contractual use is only permitted if *506* has been given sufficient opportunity to remedy the defect and this has failed. A failure of defect remediation is only to be assumed if it is impossible, if it is refused by *506* or is delayed in an unreasonable manner, if there are justified doubts about the prospects of success, or if there are other grounds for unreasonableness for the *customer*. The exercise of the above *customer* rights due to failure to provide 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 period in writing to remedy the defect and this has failed. The *customer* is not entitled to extraordinary termination or the exercise of the rights if the defect is insignificant.

6.6 Insofar as contractual use of the contract products and/or other services provided by 506 should result in infringement of copyrights or other industrial property rights of third parties, *506* will, at *506's* cost and at *506's* discretion, either procure the right for the *customer* to continue contractual use or modify or replace the provided contract products or other services in a manner reasonable for the customer so that no further infringement of third-party rights exists. If this is not possible under economically reasonable conditions or within a reasonable time, both the *customer* and *506* are entitled to extraordinary termination of the contract.

6.7 If third parties assert claims that prevent the customer from exercising the usage rights contractually granted to the provided contract products and/or other services from *506*, the customer must inform *506* immediately in writing and comprehensively. If the *customer* is sued by a third party due to the contract products, the *customer* must coordinate with *506* and may only take legal action, in particular admissions and settlements, with *506's* consent. *506* is obligated to indemnify the customer from all costs and damages arising from the assertion of claims, insofar as these are not based on culpable conduct by the customer and are based on undisputed or legally binding claims. The *customer* hereby authorizes *506*, at its request, to conduct lawsuits arising from and in connection with the contract products against third parties, both in court and out of court, solely on its behalf.

6.8 If it turns out that a reported problem is not due to a defect in the contract products and/or other services provided by *506*, *506* is entitled to bill the *customer* for the effort incurred in analyzing and resolving the problem in accordance with *506's* price lists for the corresponding services, provided the *customer* knew or negligently failed to recognize that no defect existed.

6.9 The warranty obligation is forfeited if modifications are made to the provided contract products and/or other services of *506* without express written permission from *506*, or if the provided contract products and/or other services of *506* are used in a manner or environment other than intended, unless the *customer* demonstrates that these facts are not related to the defect that occurred. *506* assumes no warranty for the interaction of the contract products and other services and/or services with other software or programs used by *customers*. No warranty claims can be derived from statements in catalogs, brochures, advertising materials, and written and oral statements that have not been included in the respective contract, nor can any liabilities be established.

7. LIABILITY OF *506*

7.1 Unless otherwise agreed in the individual contract, *506* is liable under applicable law only for damages caused by it where the cause of damage is based on intent or gross negligence. *506's* total liability 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 indirect damages, pure financial losses, indirect damages, production losses, financing costs, replacement energy costs, loss of energy, data or information, lost profits, unrealized savings, interest losses, and damages from claims by third parties against *customers* is excluded. The above liability limitation applies equally to damages caused by legal representatives, senior employees, or other performance assistants of *506*, such as Piwik PRO.

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

7.3 If *506's* liability is excluded or limited, this shall likewise apply to the personal liability of employees, representatives, and performance assistants.

7.4 *506* assumes no liability for damages caused by modifications to the contract products made by third parties.

7.5 *506's* strict liability for defects that existed at the time the contract was concluded is excluded.

7.6 The defense of contributory negligence in the occurrence of damage remains unaffected for both parties at all times.

8. DATA PROTECTION

8.1 The personal data required to process the contractual relationship is stored electronically by *506* on storage media. This includes all data required for proper performance of the contract concluded between the *customer* and *506*, in particular name, address, contact details (phone and fax number, email address). Data processing is carried out for pre-contractual and contractual purposes under Article 6 Section 1 Sentence 1 (b) GDPR, for certain data potentially based on the *customer's* consent (Article 6 Section 1 Sentence 1 (a) GDPR). Personal data is treated confidentially by *506*. The provision of *customer* data is neither legally nor contractually required. However, without providing the required personal data, the desired contract cannot be concluded and performed.

8.2 *506's* contact details for all data protection matters are as follows: gdpr@506.ai.

8.3 The customer may object to the processing of personal data concerning them at any time. For this purpose, they may also use the email address according to paragraph (2) of this section. If they object, *506* will no longer process the personal data unless it can demonstrate compelling legitimate grounds for processing that override the interests, rights, and freedoms of the *customer*.

8.4 Furthermore, the *customer* has the right to revoke given consents with effect for the future. However, the lawfulness of data processing based on the consent until receipt of the revocation remains unaffected.

8.5 The *customer* has the right at any time to obtain free information about their personal data stored by *506*, to correct incorrect data, and to have data blocked or deleted. Additionally, the *customer* has the right to receive their data in a structured, common, and machine-readable format and to have their data transferred to someone else by 506. Furthermore, the *customer* has the right to lodge a complaint with a data protection supervisory authority.

8.6 *506* implements appropriate technical and organizational measures in accordance with Article 32 GDPR, taking into account the state of the art, implementation costs, and the nature, scope, circumstances, and purposes of processing, as well as the likelihood and severity of the risk to the rights and freedoms of natural persons.
In this context, procedures for regular review, assessment, and evaluation of the effectiveness of technical and organizational measures to ensure the security of processing are implemented. Furthermore, confidentiality, integrity, availability, and resilience of systems and services related to processing are ensured, as well as ensuring rapid recovery of the availability of personal data in the event of a physical or technical incident.

8.7 Data is only shared with third parties to the extent that *506* is obligated or authorized to do so under applicable law. In this context, *506* involves affiliated companies, particularly as data processors, for technical data processing. *506* controls these companies with regard to personal data and issues corresponding instructions.

8.8 Upon complete performance of the contract, the *customer's* personal data will be deleted after the expiration of tax and commercial retention periods (§ 132 BAO, §§ 190, 212 UGB: 7 years; in special cases up to 10 years). If the data is required as evidence, it will be retained in accordance with statutory limitation provisions or until the conclusion of court 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 respect to the contract products for the duration of the contract term to fulfill the contract purpose.

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

9.3 The *customer* is not entitled to grant sublicenses on the contract products and/or sell them to third parties or otherwise permit their use – this also applies to affiliated companies as well as subsidiaries and associated companies of the *customer*. The *customer* undertakes to retain any protective notices contained in the contract products unchanged. Upon expiration of the contract term or upon reaching the agreed scope of services (see section 4.4 of the Terms and Conditions), the *customer* is no longer permitted to continue using the contract products. The *customer* is furthermore not entitled to modify the contract products in any form or use them for purposes or scopes other than those contractually agreed.

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

The *customer* is not permitted to alter, remove, suppress, or otherwise impair copyrights, trademark rights, trademarks, or other intellectual property rights. This applies to all content or design elements. The *customer* is responsible for protecting all of *506's* rights in the contract products provided and protecting *506's* claims to confidentiality of trade and business secrets, including by employees and agents of the *customer* or third parties. This obligation remains in effect even after termination of the contract.

10. MONITORING AND CUSTOMER'S DUTY OF *DISCLOSURE*

10.1 The *506* SaaS solutions have an integrated counter for traffic volume, by which compliance with the traffic volume of the respective package is determined.

10.2 All data collected by *506* for monitoring purposes is collected and stored by *506* exclusively for the aforementioned purposes and is treated in strict confidence in accordance with section 11 of these Terms and Conditions. Subject to further retention obligations due to applicable legal frameworks, *506* will delete the data immediately once it is no longer needed for evidence purposes.

11. CONFIDENTIALITY

11.1 All information exchanged between the parties is to be treated as confidential and not disclosed to third parties, unless this is necessary to perform 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 do not qualify as third parties, provided they are bound by this agreement. Data processors likewise do not qualify as third parties, provided they are obligated to confidentiality according to this provision and a data processing agreement is concluded. The parties furthermore undertake to bind their respective advisors to confidentiality as well. The same applies to other third parties who are permitted to receive data upon approval.

11.3 The parties furthermore undertake to maintain strict confidentiality before, during, and after termination of the contractual relationship regarding all project details and other business facts of the other party and companies affiliated with it, as well as regarding the content and nature of the cooperation (including the amount of compensation).

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 and similar materials, while preserving the confidentiality of economically sensitive business information.

11.5 The parties furthermore undertake to properly maintain all business and operational documents made available to them, in particular to ensure that third parties have no access.
The documents made available must be returned at any time during the contract term upon request and immediately upon termination of the contract term without solicitation, including any copies made, to the other party.

12. FINAL PROVISIONS

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

12.2 Failure to exercise or enforce a right or remedy granted under the contract terms or a claim that *506* has under applicable statutory provisions is not to be construed as a formal waiver of *506's* rights – rather, *506's* rights continue to apply.

12.3 Should any individual provision of this contract be or become invalid, incomplete, or unenforceable, this does not affect the validity of the remaining provisions. In place of the invalid, incomplete, or unenforceable provision, the valid, complete, or enforceable provision that most closely approximates the economic purpose of the original provision shall apply.

12.4 Amendments to these terms and conditions require written form. This also applies to the amendment of this written form clause.