General Terms and Conditions for the Use of the Solid Labs Software

Status: October 2026

1 Scope

1.1 These are the General Terms and Conditions ("**GTC**") of Solid Labs GmbH, Linienstraße 40, 10119 Berlin, registered in the commercial register of the local court Charlottenburg under HRB 257503 B ("**Solid Labs**").

1.2 Solid Labs offers two types of services, namely "**Self-Service**" and "**Managed Service**" (together, the "**Services"**). In Self Service, Solid Labs' customers ("**Customers**") can themselves create and analyse ad formats for social media by using Solid Labs' software that automates the creation, optimization, deployment and performance analysis of social media advertising creatives using AI ("**Software**"). In Managed Service, Solid Labs creates and analyses ad formats for social media for the Customers upon request and as specified in agreed service description. The use of the Software is only part of the Services if explicitly included in the Offer.

1.3 Solid Labs offers its Services exclusively to Customers who are entrepreneurs within the meaning of Section 14 BGB (*German Civil Code*).

1.4 Any deviating, conflicting, or supplementary terms and conditions of the Customer shall only become part of the contract if Solid Labs has expressly agreed to their validity in writing. Silence or the unconditional provision of services by Solid Labs does not constitute consent. This also applies if the Customer refers to its own GTC when concluding the contract or in subsequent declarations.

2 Conclusion of the Contract

2.1 Upon the Customer's request, Solid Labs will provide the Customer with a binding offer to which these GTC are attached ("**Offer**"). The contract is concluded upon the Customer's acceptance of the Offer. If the Offer contains provisions deviating from these GTC, the Offer shall take precedence.

2.2 The Customer may also conclude the contract by selecting and confirming a Service Plan ("**Service Plan**") and accepting these GTC on the website of Solid Labs (https://www.solidlabs.com/).

2.3 The Customer acknowledges that the Offer or the terms in the selected Service Plan, as applicable, and these GTC form the sole basis of each contract ("**Contract**").

2.4 The scope of the Services owed by Solid Labs and the functionalities of the Software in Self Service (e.g., number of creatives/credits, ad formats, ad accounts, number of users, performance characteristics, and service level) are set out in the service description in the Offer or the selected Service Plan on Solid Labs' website, as applicable (each a "**Service Description**").

2.5 If a test period is specified in the Offer or the Service Plan for Self-Service, the Customer is entitled to use the Software for the duration of the test period and under the conditions set out in the respective Offer or the Service Plan.

2.6 If Solid Labs expands or adds functionalities of the Software or otherwise expands the scope of the Services, it is at the discretion of Solid Labs to make these new functionalities or Services subject to additional fees.

2.7 For the Services, the Customer shall pay to Solid Labs the remuneration specified in the Offer or the Service Plan.

3 General Scope of the Services

3.1 The Services have the scope as set forth in the Service Description in the Offer or the Service Plan.

3.2 If, according to the Service Description, the Customer can connect its social media ad account(s) with the Software in order to analyse the performance of launched ads in Self-Service, the Customer is obliged to grant Solid Labs access to its respective social media ad accounts. Such access shall be limited to read-only. The Customer is responsible for ensuring that it is permitted to grant Solid Labs such access.

4 Self-Service

4.1 In Self-Service, Solid Labs grants the Customer a non-exclusive, non-transferable, non-sublicensable right to use the Software during the term and in accordance with the terms of the Contract.

4.2 The Software is provided as a Software-as-a-Service (*SaaS*) application on an IT infrastructure offered by Solid Labs. The Customer does not install or download the Software itself and is not entitled to the source code, or a local copy of the Software.

4.3 Upon successful registration, the Customer is granted access to a customer account ("**Customer Account**"). If provided for in the Offer, the Service Plan or the respective Service Description, the Customer may set up additional user accounts for its employees (each an "**Employee Account**"). Employee Accounts are personal and may not be passed on to third parties and may not be used by several people at the same time.

4.4 To activate and use the Customer and Employee Accounts, the user must provide and verify a valid email address, either by signing in through a supported identity provider (e.g., Google, Microsoft or the Customer's own single sign-on provider) or by confirming a sign-in link sent to that email address ("**Login Data**").

4.5 The Customer and its employees may use the Software solely within the scope and according to the usage limitations specified in the Contract. Any use beyond this scope is not permitted and obliges the Customer to pay additional fees in accordance with the current prices for the use of the Software.

4.6 The Customer may not:

(a) make the Software available to third parties (with the exception of its employees), rent, lease, distribute, sell, transfer, or otherwise make it available to third parties,

(b) copy, modify, adapt, create derivative works from, reverse engineer, disassemble, decompile, translate, or otherwise attempt to obtain the source code or interfaces of the Software, in whole or in part, unless this is permitted by law;

(c) remove or alter legal notices, protective notices, or trademarks in the Software.

4.7 Solid Labs shall not be liable for the security, confidentiality, and integrity of data communication handled via third-party communication networks, nor for disruptions for which the Customer is responsible.

4.8 The Customer hereby assigns to Solid Labs free of charge all present and future rights, in particular all copyrights, database rights, know-how, and other intellectual property rights to all feedback, suggestions, improvement ideas, error reports, test data, user experiences, and other feedback (collectively, "**Feedback**") generated by the Customer or its employees in connection with the use of the Software. If a transfer is not possible under applicable law, the Customer grants Solid Labs an exclusive, transferable, sublicensable right to use the Feedback free of charge, without restriction in terms of time, location, or content.

4.9 Any Customer Content (as defined in Section 6.1(b)), analyses, test results, performance indicators, operating data, and other information and data that arise or are collected in connection with the Customer's use of the Software are the property of the Customer. Solid Labs may use this data to the extent necessary to provide the Services. Solid Labs is further entitled to use this data in anonymised or aggregated form for its own purposes, in particular to further develop and optimise its products and Services, even beyond the term of the Contract. The confidentiality obligations under Section 13 remain unaffected.

5 Managed Services

Solid Labs shall provide the Managed Services with due care and in accordance with generally accepted professional standards and in accordance with the Service Description. Solid Labs does not owe any specific result or success but merely the diligent performance of the agreed Managed Services. The Parties expressly acknowledge that regarding the Managed Services, the Contract constitutes a service contract ('*Dienstvertrag*') within the meaning of Sections 611 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*), and not a contract for work ('*Werkvertrag*'). Therefore, Solid Labs shall not be liable for achieving any particular outcome unless expressly agreed otherwise in the Offer.

6 Obligations of the Customer

6.1 The Customer is obliged to

(a) inform Solid Labs immediately in the event of suspected misuse of the Software or the Login Data;

(b) only submit to Solid Labs or upload to the Software data, images, photos, videos, audio, information, documents, or other content ("**Customer Content**") that is permitted under applicable law and does not infringe any third party rights;

(c) comply with the minimum technical requirements defined by Solid Labs (e.g., current browser versions, operating system updates, firewalls); and

(d) take appropriate measures to secure its data (e.g., regular backups).

6.2 Solid Labs may monitor and, if necessary, enforce the proper and contractual use of the Software through appropriate technical measures in accordance with applicable data protection law, for example by restricting or blocking access or deleting content entered by the Customer or its employees that violates applicable law or these GTC. Solid Labs also reserves the right to change the Login Data of the Customer and its employees for security reasons; in such cases, Solid Labs will inform the Customer immediately.

6.3 The Customer shall report any defects in the Software to Solid Labs immediately after it occurs, providing as much detail and information as possible. Solid Labs shall remedy properly reported defects within a reasonable period of time. No defect shall be deemed to exist if the defect is due to causes beyond the control of Solid Labs (e.g., internet disruptions, unsuitable IT environment of the Customer, incorrect operation of the Software by the Customer).

6.4 The Customer undertakes to use the Software exclusively in accordance with applicable law and the Contract. The Customer shall not use the Software

(a) for illegal purposes or in connection with illegal content; or

(b) in a manner that infringes the rights of third parties (including copyrights, trademarks, or personality rights) or compromises the security or integrity of third-party IT systems.

The Customer shall indemnify Solid Labs against all third-party claims arising from a culpable breach of these obligations. Violations of these obligations entitle Solid Labs to block access to the Software in whole or in part and/or to terminate the Contract extraordinarily for good cause in accordance with Section 15.2, if the Customer is responsible for the violation. Further claims by Solid Labs shall remain unaffected.

7 Customer Content and Processing Results

7.1 Solid Labs is not obliged to check the Customer Content provided by the Customer to Solid Labs for its accuracy, quality, or legality.

7.2 The Customer is solely responsible for the accuracy, quality, and legality of the Customer Content and for its lawful use. The Customer guarantees that it has the necessary rights and/or consents to make the Customer Content available to Solid Labs for the purpose of fulfilling the Contract. The Customer shall indemnify Solid Labs against all third-party claims arising from a culpable breach of this guarantee.

7.3 Solid Labs uses external service providers and third-party models that use artificial intelligence ("**AI Models**") to process Customer Content and generate content (e.g. video, images, text, audio) ("**Processing Results**") in the Software and in the provision of the Managed Services. The Customer is aware that the AI Models of these third-party providers may produce incorrect, inaccurate or inadequate Processing Results in terms of content. Solid Labs does not guarantee that the Processing Results are correct, or suitable for the Customer's intended purpose. The Customer bears sole responsibility for the use of the Processing Results. The Customer is therefore obliged to check the Processing Results regarding their compliance with (i) applicable law and (ii) applicable general terms and requirements of the online platforms, where the Customer intends to upload the Processing Results (e.g., meta, google) before using them on the respective platforms. In particular, the Customer is responsible vis-à-vis third parties (in particular the social media platforms) for labelling the Processing Results as AI-generated as required by applicable law.

7.4 If and to the extent the Processing Results constitute a protectable work or otherwise give rise to intellectual property rights (e.g. copyrights) of Solid Labs and unless agreed otherwise in the Offer or the applicable Service Plan, Solid Labs grants the Customer a worldwide, non-exclusive, transferable, and sublicensable right, unlimited in time, to use and exploit the Processing Results for the Customer's purposes.

7.5 The Customer hereby grants Solid Labs a non-exclusive, non-transferable, non-sublicensable right to use the Customer Content and the Processing Results to the extent necessary for the

fulfilment of the Contract and for the purpose of improving the Software and Solid Labs' products and services, including the right to store, reproduce, edit, anonymize, aggregate and transmit the Customer Content and the Processing Results for such purposes.

7.6 The Customer hereby further grants Solid Labs a non-exclusive, non-transferable and sublicensable right to use the Customer Content and the Processing Results in anonymized form for the purpose of improving the Software by means of training the AI Models, including the right to store, reproduce, edit and transmit the Customer Content and the Processing Results for such purposes.

8 Changes to the Software

8.1 Solid Labs may introduce updates, new versions, or otherwise modify the Software at any time in order to improve its functionality, increase security, or adapt the Software to the technical state of the art and to legal or regulatory requirements. Such modifications may be carried out as part of updates or upgrades and may temporarily limit the availability of the Software.

8.2 Modifications shall not result in the originally agreed functionalities no longer being available to the Customer or originally agreed requirements only being fulfilled to a significantly limited extent.

9 Liability

9.1 Solid Labs is liable for damages caused intentionally or through gross negligence by Solid Labs, its legal representatives and vicarious agents, as well as in the event of a breach of a material contractual obligation that is essential for the fulfilment of the contract in the first place and on which the Customer may rely ("**Material Duty**" – "*Kardinalpflicht*").

9.2 In case of gross negligence and regarding Material Duties in case of simple negligence Solid Labs' liability is limited to the contractually typical foreseeable damage.

9.3 Strict liability pursuant to Section 536a (1) BGB for defects in the Software existing at the time of conclusion of the Contract is excluded, unless the defect affects a characteristic of the Software that is essential for its performance.

9.4 Solid Labs shall only be liable for the loss of data in accordance with this Section 9 if the Customer could not have prevented this loss through suitable data backup measures.

9.5 The limitations of liability according to this Section 9 do not apply if Solid Labs is subject to mandatory liability, in particular for damages resulting from injury to life, limb or health of a person, the assumption of an express guarantee, fraudulent concealment of a defect or under the Product Liability Act.

9.6 This liability provision also applies in favour of the legal representatives and vicarious agents of Solid Labs if claims are asserted directly against them.

10 Limitation Period for Claims

All claims of the Customer shall become time-barred 12 months after the start of the statutory limitation period. This shall not apply to claims due to intent or gross negligence, due to injury to life, limb, or health of a person, under the Product Liability Act, or in the event of the assumption of an express guarantee.

11 Payment and Terms of Payment

11.1 The Customer shall pay Solid Labs the fees specified in the Offer or the applicable Service Plan.

11.2 All fees are net. VAT shall be added where applicable.

11.3 Unless otherwise agreed in the Offer or the applicable Service Plan, payments are due immediately upon receipt of the invoice and payable in advance without deduction within fourteen (14) calendar days upon receipt of the invoice.

11.4 Where payment is made by credit card, direct debit or another electronic payment method, the Customer authorises Solid Labs or its payment service provider to charge the applicable amount upon conclusion of the Contract and, in the case of a recurring subscription, at the beginning of each subsequent billing period.

11.5 If the Customer is in default with due payments, Solid Labs may temporarily block the Customer's and/or its employee's access to the Software until the outstanding amount has been paid in full. Blocking access shall not release the Customer from the obligation to pay the agreed fees.

12 Data Protection and Data Security

12.1 The Customer is obliged to comply with applicable data protection laws with respect to the personal data of third parties, which the Customer may process when using the Software. The Customer will instruct all of its executive bodies, employees, and representatives accordingly.

12.2 All information provided to Solid Labs that fall under the EU General Data Protection Regulation (GDPR) will be processed in accordance with the data processing agreement concluded between Solid Labs and the Customer.

13 Confidentiality

13.1 "**Confidential Information**" means all trade secrets, the content of the business relationship between the parties as well as all other information on the Software that is non-public, confidential and/or protected.

13.2 Each party is obliged

(a) to treat the other party's Confidential Information as strictly confidential, and only to use such information for the purpose of fulfilling contractual obligations resulting from the contractual relationship with the other party;

(b) to refrain from passing on or disclosing the other party's Confidential Information to third parties and to refrain from providing access to Confidential Information for third parties; and

(c) to adopt appropriate measures to prevent unauthorized persons from obtaining access to the other party's Confidential Information.

13.3 The obligations listed in Section 13.2 shall not apply to the extent

(a) the disclosing party has given its prior consent in text form to the disclosure in the specific case;

(b) information was general knowledge or generally accessible to the public before it was disclosed to the other party, or that becomes public without violating any confidentiality obligations;

(c) information was already known to the receiving party before it was disclosed and it can be demonstrated that no confidentiality obligations were violated;

(d) information was developed independently by the receiving party without the use or reference of the disclosing party's Confidential Information;

(e) information is handed over or made accessible to the receiving party by an authorized third party without violating any confidentiality obligations;

(f) Confidential Information must be disclosed due to mandatory statutory provisions or a court decision and/or a decision of an authority; or

(g) disclosure is made in strict compliance with provisions of applicable mandatory statutory law expressly permitting disclosure.

13.4 The parties shall ensure through suitable contractual arrangements that the employees and contractors working for them shall also, without temporal restriction, refrain from individual use or disclosure of Confidential Information. The parties shall only disclose to employees or contractors Confidential Information to the extent such employees or contractors need to know the information for the fulfilment of the Contract.

13.5 The obligations under this Section 13 shall continue to apply for a period of three years after the last disclosure of Confidential Information. Statutory provisions concerning the protection of trade secrets remain unaffected.

14 Customer Trademark/Logo

The Customer consents that Solid Labs may disclose the collaboration between the parties for marketing purposes and may also use the Customer's name and its logo in this context (e.g. website, presentations, social media, and other marketing materials). The Customer may revoke its consent at any time with future effect by email.

15 Term and Termination

15.1 The Contract is concluded for the term specified in the Offer or the Service Plan, as applicable ("**Initial Term**"). Unless otherwise stipulated in the Offer or the Service Plan, the Initial Term (and each renewal period) shall be automatically extended by three (3) additional months in each case if the Contract is not terminated by either party one (1) month before the end of the respective term.

15.2 The right to extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist for Solid Labs if the Customer or its employees violate the obligations under Sections 4.6, 6.1, 6.4, 12, and 13.

15.3 Terminations require the form specified in Section 16.1.

16 Final Provisions

16.1 Amendments and additions to the Contract must be made in writing to be effective, unless a stricter form is required by law. The written form requirement can only be waived by written

agreement. The written form requirement is also met by transmitting a copy that shows a replica of the signature (e.g. pdf or DocuSign), but not by simple e-mail.

16.2 The Contract shall be governed by the laws of the Federal Republic of Germany.

16.3 The place of fulfilment and exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement is Berlin. However, Solid Labs is entitled to take legal action at the Customer's registered office. If the Customer's registered office is outside the European Economic Area, all disputes arising from or in connection with the Agreement shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS), excluding recourse to the ordinary courts of law. The arbitration tribunal shall be composed of a sole arbitrator. The seat of the arbitration shall be Berlin, Germany, and the language of the arbitration proceedings shall be German.

Status: October 2026