Userlane Master Subscription Agreement / Terms of Service

Last Modified on 11.03.2026

1. Preamble

Userlane GmbH, registered with the commercial register at the local court of Munich, Germany, under no. HRB 226565 ("Userlane") is a software manufacturer providing a software serving as a platform for user adoption and interactive support (the "Software").

Customer wishes to use the Software.

Userlane will issue a binding quotation or accept Customer´s binding quotation only if Customer is a company or a person acting in the exercise of his or its trade, business or profession.

This Agreement will be concluded as follows:

1.1 If the Agreement is concluded by using an Order Form, the provision of the Order Form shall be Userlane´s binding quotation to conclude a contract with the Customer according to the provisions of this Agreement. Customer is entitled but not obliged to accept this quotation. Acceptance will be declared by Customer´s signature on the Order Form.

1.2 If the Agreement is concluded online, Customer´s click on a button with the description "Buy now" or a description with a corresponding meaning shall be Customer´s binding quotation to conclude a contract with Userlane according to the provisions of this Agreement. Userlane is entitled but not obliged to accept this quotation. Acceptance will be declared by email.

This Master Subscription Agreement governs Customer's acquisition and usage terms of Userlane services. If Customer registers for free services, the applicable provisions of this Agreement will also govern those free services.

Parties therefore agree as follows:

2. Definitions

"Add-ons" are additional features as defined in the Order Form that can be licensed in addition to a Plan to extend the scope of the Agreement.

"Admin User" means a person who is entitled to have access to the Userlane dashboard and create content with the Software for the customer application and who can be (i) the Customer himself if Customer is a person, or (ii) if Customer is a company Customer's employees and/or Customer's contractors working on behalf of Customer, and only in the course of providing services to Customer and who are authorized by Customer to use the Software in accordance with this Agreement.

"Agreement" shall mean this Master Service Agreement including the Order Form and the Userlane Technology Product Description.

"Affiliate" shall mean any company or business entity controlled by, controlling or under common control with a Party to this Agreement. For this purpose, "control" shall mean the direct or indirect ownership of more than

50% (fifty percent) of the voting stock of a company, or in the absence of ownership of more than 50% (fifty percent) of the voting stock of that company, the power, directly or indirectly, to direct or cause the direction of the management and policies of such company. For the sake of clarity holding, parent, sister and daughter companies are regarded to be Affiliates.

"Beta Services" shall mean applications, features, functions or other technology that are not part of the Software as described in the Userlane Technology Product Description and has been provided to Customer but is not generally available and has been designated by Userlane as pilot, beta, limited release, developer preview or by description of a similar import.

"Confidential Information" shall mean any and all information disclosed by or for one Party

(the "Disclosing Party") to the other Party (the "Receiving Party"), whether marked "confidential" or not, whether in oral, visual, electronic, written or any other form including, but not limited to, financial data, trade secrets, prices, know-how, strategies, inventions, ideas, formulas, processes, test data, procedures, formulations and specifications, and all notes, compilations, summaries, memoranda or other documents prepared by the Receiving Party which contain, reflect or are otherwise derived from the aforementioned information.

"Content" shall mean any content provided by the Customer to the Customer's Users via the Userlane Software including but not limited to dynamic or static website elements, text, media, hyperlinks or forms.

"Digital Assets" are elements in digital form, including applications, for which the Customer has a right of use, irrespective of the contractual relationship with Userlane.

"Effective Date" means the date when this Agreement commences.

"Exportable Data" means all input and output data, including metadata, generated directly or indirectly by the Customer's use of Userlane's Software in connection with the respective Agreement, including all Digital Assets of the Customer, with the exception of assets or data of Userlane or third parties that are protected by intellectual property rights, constitute a trade secret or relate to the security and integrity of the Exportable Data, the Customer, a third party or Userlane and the transfer of which would violate, endanger or disclose them.

"Free Services" means a period when Customer is entitled to use the Software with a limited feature set without being obliged to pay a License Fee.

"License Fee" means the Fee Customer must pay for the Software License according to this Agreement.

"Order Form" means an ordering document provided by Userlane to Customer that includes Userlane´s binding quotation to conclude a contract with the Customer according to the provisions of this Agreement.

"Plan" shall mean a set of features and/or service levels as further described in the Userlane Technology Product Description and/or the Service Level Agreement.

"Software" shall mean the software product defined in the Userlane Technology Product Description with the features that are agreed in this Agreement.

"Software License" shall mean Customer´s right to use the Software according to the Agreement.

"User" shall mean the end user of the customer application which may include Customer's employees or customers.

"Userlane Technology Product Description" shall mean a document where Userlane describes the features & compatibility requirements of the Software.

3. Userlane´s Obligations

1. Userlane shall provide Customer access to use the Software to be integrated into the customer application by a browser extension or a code snippet.

2. Userlane shall grant to Customer the Software License as defined in the Section "Software License".

3. Userlane shall provide Support as defined in the Section "Support and Service Level".

4. Software License

1. As of the Effective Date, Userlane grants to Customer a non-exclusive, non-transferable, worldwide, irrevocable (during the term) right to use the Software with the limitations as agreed in the applicable Plan or Order Form.

2. The Software License is only valid for one customer application. A separate Software License is required, e.g., if a new code snippet needs to be implemented into another application. This is for example if customer´s application is a SaaS application and Customer wants to use the Software also in a separate intranet platform or a separate training portal.

3. If the Customer reaches the limits of the conditions detailed in the applicable Plan or the Order Form and covered by the Software License, Userlane may work with Customer to seek to reduce Customer's usage so that it conforms to these limits. If notwithstanding Userlane's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Userlane's request and pay any invoice for excess usage in accordance with the "License Fees, Invoicing and Payment" section below.

4. The Software License is sublicensable only to Customer´s Affiliates. If customer application is a Software provided by the Customer to Customer´s own customers, then the Customer is entitled to grant access to the Software to the amount of users of the customer application as agreed in the Order Form. For clarification: This does not affect the category of persons who can be designated as Admin Users according to Section 2.

5. Customer shall refrain from either copying or modifying the Software in any way and shall not alter, enhance, adapt, reverse-compile, de-compile or compile, reverse-engineer, disassemble or translate the Software or any part thereof or otherwise create any derivative work based thereon. Reverse-engineering solely for purposes of obtaining such information as is necessary to achieve interoperability with independently created software shall be permitted.

5. Support and Service Levels

1. Customer and Admin Users have access to an online knowledge base provided by Userlane. The knowledge base serves as a handbook and user manual.

2. Userlane shall provide support as agreed in the Agreement according to the provisions of a Service Level Agreement (Annex 3) that forms part of this Agreement.

6. Customer Obligations

1. The Customer shall only use the Software for the customer application.

2. Customer shall always provide true information to Userlane during the registration process and contract term and shall inform Userlane if given information changes.

3. Customer shall keep access keys and/or the browser plugin and/or the code snippet secret and confidential and shall not provide them to third parties other than Admin Users or Affiliates. The browser plugin can also be provided to Users.

4. In the event of any doubt as to the correctness of the use of the Software License, Userlane is entitled to inspect Customer's trading books by a third party (e.g., lawyer, auditor, certified accountant or sworn accountant) to verify the correctness and completeness of the provided information and the use of the Software License. Such an inspection will take place during normal business hours. If there is no concrete suspicion for willful misconduct of the Customer, Userlane will inform Customer. If there are deviations to the provided information to Userlane by Customer, the resulting costs will be refunded to Userlane. Userlane will use the data and information obtained through the inspection only to enforce the claims arising from its intellectual property.

5. Userlane will indemnify Customer and hold Customer harmless for any third-party claims asserted against the Customer due to the infringement of rights of third parties as a result of the contractual use of the Software for which Userlane may be liable, Customer shall inform Userlane immediately. Parties will coordinate the defense of such claims in close coordination, whereby Userlane will take the lead as far as possible and permissible. The Customer will support Userlane. If Userlane does not provide instructions despite reminder within a reasonable period of time, the Customer is entitled to treat the asserted claims against him at his discretion without further consulting Userlane. If Userlane defends an unjustified claim according to this Section 6 (5) Customer shall indemnify Userlane by payment of 50% of Userlane´s necessary costs of legal defense.

7. License Fees, Invoicing and Payment

1. License Fee. Customer shall pay the License Fee as agreed in this Agreement in advance for the initial subscription term and (if applicable) any renewal subscription term(s). Customer shall ensure that the full amount can be received on Userlane´s bank account without being reduced by any applicable transfer payment fee. The License Fee during any renewal term will increase by an amount of 5% compared to the applicable pricing in the prior term.

2. Data porting and erasure pursuant to Section 13 shall be provided free of charge. All additional services in the context of support for termination and switching in accordance with Section 13 shall be invoiced by Userlane on a time and material basis. Userlane's hourly service rate applicable at the time the Agreement is concluded shall apply, in the absence of an agreement an hourly rate of EUR 150,00 plus VAT shall apply. The remuneration shall be due upon performance of the service and shall be invoiced after performance.

3. Credit Card Payment. If Customer provides credit card information or other bank details to Userlane, Customer authorizes Userlane to charge such credit card or bank account for all services listed in the Order Form or Plan for the initial subscription term and any renewal subscription term(s) as outlined in the section "Term and Termination" below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Plan or Order Form.

4. Payments by Method other than Credit Card. If the Order Form specifies that payment will be by a method other than a credit card, Userlane will invoice Customer in advance in accordance with the payment terms specified in the Order Form.

5. Due Date. Fees are due to payment within 30 days upon issuing of a proper invoice by Userlane.

6. Overdue Charges. If any invoiced amount is not received by Userlane by the due date, then, without limiting Userlane's rights or remedies, those charges may accrue late interest at the annual rate of nine percentage points above the base rate of the European Central Bank.

7. Suspension of Service and Acceleration. If any charge owing by Customer under this Agreement is overdue, Userlane may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend services until such amounts are paid in full, provided that Userlane will give Customer at least 14 days' prior notice that its account is overdue.

8. Invoicing. Userlane will send invoices per email only, if not agreed otherwise.

9. Net Prices. All prices mentioned on the website and in the Order Form are net prices and do not include any applicable value added tax.

8. Intellectual Property / Copyright / Trademarks / References

1. Reservation of Rights. Subject to the limited rights expressly granted under this Agreement, Userlane reserves all of its right, title and interest in and to the Software, including all of the related intellectual property rights. No rights are granted to Customer under this Agreement other than as expressly set forth herein.

2. License by Customer to Userlane. Customer grants Userlane a worldwide license to host, copy, use, transfer, transmit, and display the Content created by Customer and/or Admin Users as far as this is required for the performance of Userlane´s obligations according to this Agreement. This license includes but is not limited to the copyright in the written works serving as the information displayed in the Content as well as the copyright in the logical structure of the Content or a collection of the Content as well as any statistical data.

3. License by Customer to Use Feedback. Customer grants to Userlane a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Admin Users relating to the operation of Userlane´s Software.

9. General Confidentiality Obligations

1. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, Parties agree that each Party (the "Receiving Party") receiving any Confidential Information of the other Party (the "Disclosing Party") hereunder shall keep such Confidential Information confidential and shall not publish or otherwise disclose or use such Confidential Information for any purpose other than as provided for in this Agreement. The foregoing provision does not apply to Confidential Information that the Receiving Party can establish:

    1. was already known by the Receiving Party (other than under an obligation of confidentiality), at the time of disclosure by the Disclosing Party and such Receiving

Party has documentary evidence to that effect;

2. was disclosed to that Party, other than under an obligation of confidentiality, by a third party who had no obligation to the Disclosing Party not to disclose such information to others; or

3. was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;

4. became generally available to the public or otherwise part of the public domain

after its disclosure or development, as the case may be, and other than through any act or omission of a Party in breach of this confidentiality obligation;

5. was independently discovered or developed by or on behalf of the Receiving Party without the use of the Confidential Information belonging to the other Party and the Receiving Party has documentary evidence to that effect.

2. Disclosure of Confidential Information. Notwithstanding the preceding paragraph, each Party may disclose Confidential Information belonging to the other Party to the extent such disclosure is reasonably necessary to:

   1. prosecute or defend litigation;

   2. exercise rights hereunder provided such disclosure is covered by terms of

confidentiality similar to those set forth herein and

3. comply with applicable governmental laws and regulations.

3. In the event that a Party shall deem it necessary to disclose pursuant to this clause

Confidential Information belonging to the other Party, the Party disclosing Confidential Information to a third party shall to the extent possible give reasonable advance notice of such disclosure to the other Party and take reasonable measures to ensure confidential treatment of such information.

10. Professional Services

1. Userlane will also provide services related to the Software, e.g., customizing, training or consultancy services ("Professional Services") after appropriate assignment.

2. The assignment with Professional Services can also be done by phone or email.

3. Professional Services are provided for a fee and are invoiced according to the applicable hourly rate.

4. The provider is entitled to engage subcontractors for Professional Services.

5. If the customer commissions training, trainings will be performed via video conference if not explicitly agreed otherwise.

6. Travel expenses of the provider will be reimbursed as follows:

- Travel expenses will be reimbursed in proven amounts, regardless of the choice of means of travel, but not more than (a) for journeys by car of EUR 0.39 per kilometer driven, (b) for journeys by train at the cost

of a second-class train journey (c) for flights only for the cheapest flight in economy class.

- Accommodation costs will be refunded in a corresponding amount, regardless of the hotel category chosen, up to a maximum of each in the amount of EUR 250.00 per night.

- Travel times are charged at 50% of the hourly rate for Professional Services.

11. Subscription Term and Termination

1. Subscriptions. Unless otherwise provided in the applicable Order Form or in the Userlane

Technology Product Description, (a) the purchased Software and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) any added subscriptions including but not limited to Add-ons will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Userlane regarding future functionality or features.

2. Term of Agreement. This Agreement commences with one Party´s acceptance of other Party´s binding quotation and continues for the agreed period. Except as otherwise specified, the term will automatically renew for additional periods equal to the expiring term unless either Party gives the other Party notice of non-renewal at least 90 days before the end of the relevant term.

3. Termination for Cause. Either Party shall be entitled to terminate this Agreement for good cause, if other Party commits a material breach of a contractual obligation under this Agreement, and, in case such a breach is capable of remedy and the remedy is just and reasonable for both Parties, fails to remedy it within 14 days of receipt of a notice from the other Party of such breach and that Party's intention to exercise its rights under this clause.

4. Add-ons. Parties can agree at any time to extend the Agreement to additional Add-ons. If not agreed otherwise, the term of an Add-on commences upon one Party´s acceptance of other Party´s binding quotation and further on depends on the term of the Agreement.

12. Reversibility

1. In case of termination, Userlane will, upon Customer's request, provide Customer with a download link to download Content in an open format (e.g., xml or csv). If Customer does not request for a download link until the end of the Agreement, Userlane is not obliged to keep Content after the end of the Agreement.

2. The download link will work for 60 days upon Userlane´s provision. After this download period, Userlane is not obliged to keep Content.

3. Userlane will not charge additional fees for the provision of a download link.

13. Support during Provider Switching

1. Notwithstanding Section 11 and 12, the Agreement shall end in accordance with the provisions of this Section, if the Customer requests a Switching Process in accordance with the requirements of this Section, at the end of the subsequent Switching Phase (hereinafter: Switching Phase). Userlane shall inform the Customer of the end of the Agreement.

2. The Switching Process includes switching to the Customer's own infrastructure, switching to a data processing service offered by a different provider of data processing services or requesting erasure of all Exportable Data and Digital Assets in connection with the Agreement with Userlane (hereinafter: Switching Process).

3. To initiate the Switching Phase, the Customer must notify Userlane at least in text form no less than two (2) months prior to the desired start date of the Switching Phase (hereinafter: Switching Request). The Switching Phase begins immediately after the expiry of this period.

4. The Switching Request must clearly state that a switch in accordance with the provisions of this Section is intended.

5. The Switching Request should indicate whether the Customer intends to switch to another provider, to its own infrastructure, or requests the erasure of its data. This declaration can be submitted after the Switching Phase has commenced.

6. In the event of a switch to another provider, the Customer shall be obligated to provide Userlane with all information about the new provider necessary to execute the Switching Process no later than after the start of the Switching Phase.

7. The Switching Phase is generally thirty (30) days.

8. If Userlane ascertains that the Switching Phase of thirty (30) days is not sufficient because the switch is technically not feasible within this period, Userlane may inform the Customer of this within fourteen (14) working days of the Switching Request, stating the reasons, and extend the Switching Phase by an appropriate period of up to seven (7) months. If the Customer ascertains that the Switching Phase is not sufficient, the Customer may extend the period once by a reasonable period.

9. During the Switching Phase, Userlane shall provide the following services to the Customer and/ or a third party authorized by the Customer:

1. Userlane shall port all Exportable Data and Digital Assets at the Customer's request to the Customer to an ICT infrastructure at the Customer's premises or to a third party without undue delay and in no event later than after the end of the Switching Phase.

2. Userlane provides information on the transferable data categories of Exportable Data and structures, open interfaces for porting, the available porting and switching methods and file formats on the following website.

3. Userlane shall provide reasonable support during the switch and act with due care to maintain the continuity of business operations during the switch and to continue the provision of the contractual functions or Services until the switch is completed.

4. Userlane is not aware of any risks to the uninterrupted provision of the Services or information about the Software that would make the switch very complicated or costly or impossible without significant intervention in the data, Digital Assets or service architecture.

5. Userlane shall ensure a high level of data security during the switch.

6. Upon request, Userlane shall reasonably support the Customer in its exit strategy if the Customer informs Userlane at least in text form at an early stage about this strategy and the services to be provided by Userlane for this purpose.

7. If agreed between the Parties, Userlane shall comply with applicable open interoperability specifications and harmonized standards for the interoperability of data processing services in order to ensure compatibility with services of other providers.

10. The Switching Phase ends upon expiry of the period specified in paragraph 7 of this Section or upon actual completion of the switch.

11. If the Customer requests the erasure of the data, the switch shall be deemed completed immediately after the start of the Switching Phase and the Switching Phase shall be deemed to end.

12. The Customer shall owe the agreed remuneration for use in accordance with Section 7. If the Agreement is terminated prior to the expiry of an agreed term according to the provisions of this Section, the claim to remuneration agreed for this term shall remain unaffected.

13. Otherwise, no early termination penalties shall be imposed in the event of premature termination of the Agreement in accordance with the provisions of this Section.

14. Userlane shall make the Exportable Data available for a maximum of thirty (30) days after the end of the Agreement and shall erase all Exportable Data of the Customer and data relating to the Customer still in its possession, unless Userlane and the Customer have mutually agreed on a different period, a switch in accordance with this Section has not yet been successfully completed or Userlane is legally obliged to store and retain the data.

15. The mandatory information pursuant to Art. 28 DA can be found on the following website.

14. Data Protection

1. Both Parties will comply with applicable data protection laws.

2. Userlane will maintain appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Data as described in the Userlane Technology Product Description. Those safeguards will include but will not be limited to measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer). The terms of the data processing addendum in Annex 3 ("DPA") are hereby incorporated by reference and shall apply to the extent Customer Data includes personal data, as defined in the DPA.

15. Warranties and Liability

1. The Parties agree that Userlane is the sole manufacturer. Userlane warrants that the Software does not contain third-party applications that prevent Customer from using the Software. Userlane warrants that the Software works with the browsers and the IT-environment as defined in the Userlane Technology Product Description. Userlane is not liable for the interoperability with the customer application.

2. If not explicitly provided otherwise in this Agreement, Userlane is liable in the cases of (a) damages sustained by the Customer from loss of life, bodily injury or damage to health due to a violation of duty on the part of Userlane, (b) damages sustained by the Customer in the context of the German Product Liability Law, a guarantee assumed by Userlane or deceit on the part of Userlane, (c) damages sustained by the Customer through intent or gross negligence on the part of Userlane and/or (d) damages sustained by the Customer through violation by Userlane of a duty which must be fulfilled, if the contract is to be executed at all, and on the fulfillment of which customers regularly and rightfully depend (cardinal duty).

3. Userlane´s liability is unlimited in the cases of Section 15 para 2, letters (a), (b) and/or (c). In all other cases of Section 15 para 2, liability is limited to an amount of 1.000.000 EUR.

4. Userlane's liability is excluded in all claims not covered by para 2, regardless of their legal grounds.

5. The preceding liability regulations also apply to the personal liability of the organs, employees and vicarious agents of Userlane.

16. Free Services, Beta-Services

1. Free Services. Userlane may make Free Services available to Customer. The use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Userlane Technology Product Description. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that Userlane, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that Userlane will not be liable to

Customer or any third party for such termination. Customer is solely responsible for exporting

Customer Data from the Free Services before termination of Customer's access to the Free Services for any reason, provided that, if Userlane terminates Customer's account, except as required by law, Userlane will provide Customer a reasonable opportunity to retrieve its Customer Data.

2. During any period when Customer is using the Software without being obliged to pay a License Fee including but not limited to a Free Services Period or a Beta Service Period Userlane is only liable for damages sustained by the Customer through intent or gross negligence on the part of Userlane. Userlane is not obliged to provide support for Free Services or Beta Services.

17. Other Provisions

1. There are no oral side agreements. All changes, supplements, and terminations of this Agreement, including this clause, must be made in written form to take effect, whereby "written form" is understood to include digital/electronic form (text form).

2. This Agreement will be sent to Customer by email and will be stored by Userlane for the means of Userlane´s proper bookkeeping.

3. The laws of the Federal Republic of Germany shall apply. This includes European Law and International Treaties with countries such as the United States as far as they have immediate legal effect on the contractual relationship of Parties. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

4. The exclusive place of jurisdiction is Munich, Germany.

5. If individual provisions of this contract prove to be ineffective or unenforceable in whole or in part or become ineffective or unenforceable due to changes in the law after the contract was concluded, the remaining contractual provisions or the effectiveness of the contract as a whole shall remain unaffected

thereby. Each such ineffective or unenforceable provision shall be replaced by an effective and enforceable provision which comes closest to the meaning and purpose of the original invalid provision.

Annexes

Annex 1: Product Documentation (see https://www.userlane.com/product)

Annex 2: Service Level Agreements (see https://www.userlane.com/sla)

Annex 3: Data Processing Addendum (see https://www.userlane.com/dpa)