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DNACoachAssist - General Terms and Conditions

DNANALYTICS UG (haftungsbeschränkt), Schenefelder Landstraße 12a, 22587 Hamburg, Germany, represented by the Managing Director Joachim Döningshaus, (hereinafter: "DNAnalytics" or "we") provides you (hereinafter: "you" or "Customer") with the application "DNACoachAssist" (hereinafter also: "Software") at www.dnacoachassist.com as a SaaS product for analyzing coaching sessions using generative artificial intelligence.

The following terms of use apply to the use of the software:

1. Scope of application

1.1. **Contractual partner and subject matter of the contract.** The object of these terms and conditions is the provision of the software and its functionalities, which customers can use against payment of the agreed fee.

1.2. **Business-to-Business ("B2B").** We address our offer exclusively to companies and persons acting commercially or professionally. A contract is therefore concluded either with the company for which the software is used or with the person acting commercially or professionally.

2. Description of how the software works

2.1. **Area of application and objective.** DNACoachAssist enables coaches to automatically and digitally analyze recorded coaching sessions using generative artificial intelligence.

This allows coaches to easily review and evaluate their coaching sessions on the basis of different analysis models. This should enable coaches to gain additional insights into their own coaching sessions, both in terms of client interactions and their own performance as coaches.

2.2. **Scope of functions.** A coaching session is analyzed by first uploading the audio file of the coaching session and then transcribing it using generative artificial intelligence. The customer then has the option to choose from various analysis models to analyze the transcription. The customer can then view the analysis results and carry out further analyses of the transcription if desired.

The following functions are available with DNACoachAssist:

- **Web application.** The software can be accessed via the web portal at www.dnacoachassist.com after registering and logging in.
- **Create and manage transcriptions.** Using the software's upload function, recorded coaching sessions can be uploaded in the form of audio files (supported file formats: WAV, FLAC, MP3, AAC, M4A) and provided with additional information (e.g. title, date, comment, name of the client). The recordings are then transcribed using artificial intelligence and the individual speeches of the participants in the coaching session are time-stamped. The transcriptions can then be viewed and managed in the dedicated area of the

software. The software also allows the transcription to be exported as a text file (file format: TXT and other file formats such as PDF).

- **Creating and managing analyses.** Once the transcription has been carried out, the coaching sessions can be analyzed, whereby the customer can choose from a variety of available analysis models (see "Analysis catalog" below).

  After selecting an analysis model, the transcribed coaching sessions are analyzed using generative artificial intelligence based on the specifications of the respective analysis model.

  The analysis results are put out in text form, whereby the analysis results - like the transcriptions - can be exported from the software as text files (file format: TXT). Each transcription can be analyzed as often as desired within the available quota of the respective subscription package (see point 6.1.).

- **Multi-session analysis:** In addition, the customer has the option of carrying out so-called multi-session analyses, in which several coaching sessions can be analyzed simultaneously and comprehensively. A token limit of 30,000 applies to multi-session analyses. The number of tokens depends on the length of the transcription. The number of tokens for the respective analysis can be checked in the software at any time. DNAnalytics will increase the token limit at its own discretion, whereby the token limit of 30,000 marks the lower limit of the services offered.

- **Analysis catalog.** All available analyses can be viewed in this area of the software. Each analysis is accompanied by a brief description and, where applicable, external links with further information and background information.

  The available analyses are basically divided into three different areas:

  - Analyses with a focus on the client's interactions
  - Analyses with a focus on the coach's work
  - General analysis of the entire session

  DNAnalytics will continuously improve and revise the analysis catalog. As a result, the available analysis portfolio may change from time to time; there is no entitlement to the permanent availability of a particular analysis.

- **Clients.** In the "Client " section, the customer can enter names and notes on individual clients and then assign transcriptions to a specific client. In this way, the customer can optionally sort and identify the sessions by client.

- **User profile.** User information, including subscription and payment information, can be viewed and edited in the user profile area of the software. In addition, statistics on the number of transactions (see point 6.1.) for the current and previous months can be viewed.

- **Data security / encryption.** DNAnalytics ensures secure processing of data through a high level of protection and encryption (e.g. two-factor authentication) to ensure the security of sensitive customer information.

- **Multilingualism.** DNACoachAssist makes it possible to analyze coaching sessions in different languages. Currently, coaching sessions can be analyzed in German, English, French and Spanish and the analysis results can also be

output in any of these four languages. The user interface of the web application is provided in German, English, French and Spanish.

- **Email newsletter.** DNAnalytics provides an e-mail newsletter to keep you informed about the development of DNACoachAssist (e.g. to announce new features). Receipt of the e-mail newsletter is voluntary and the preferences for receiving the newsletter can be adjusted at any time in the user profile within the web application.

3. User agreement

3.1. **Use of the Software.** DNAnalytics grants the Customer the use of the current version of the Software for the agreed number of authorized users via the Internet by means of access through a browser against payment of the agreed fee.

3.2. **Availability.** DNAnalytics guarantees the functionality and availability of the software for the duration of the contractual relationship and shall maintain it in a condition suitable for use in accordance with the contract.

3.3. **Updates.** DNAnalytics may, without being obliged to do so beyond the extent stipulated by law, update or further develop the software at any time and in particular adapt it due to changes in the legal situation, technical developments or to improve IT security. As a result, the functional scope of the software may change from time to time. DNAnalytics shall take appropriate account of the legitimate interests of the customer and inform the customer in good time of any necessary updates. In the event of a significant impairment of the customer's legitimate interests, the customer shall have a special right of termination.

3.4. **Maintenance work.** DNAnalytics shall regularly maintain the Software and inform the Customer of any associated restrictions in good time. Maintenance shall be carried out regularly outside the Customer's normal business hours, unless maintenance must be carried out at a different time for compelling reasons.

4. Obligations of the customer

4.1. **Use of the software by the customer.** The use of the software requires the creation of a user account by the customer. The customer must protect the access data from access by third parties in accordance with the state of the art and keep it safe. The customer shall ensure that the software is only used within the contractually agreed scope. Unauthorized access must be reported to DNAnalytics immediately.

4.2. **Access by the customer.** DNAnalytics shall make the software available at the router exit of the respective data center of the provider ("transfer point"). It is the responsibility of the customer to create the technical requirements for receiving the software at the transfer point and using it. As a rule, this means that the customer must provide and use a functional end device with a functioning Internet connection.

4.3. **Data security.** Furthermore, the customer is obliged not to incorporate any data into the software whose use violates applicable law, official orders, third-party rights or agreements with third parties.

4.4. **Virus protection.** The customer shall check the data for viruses or other harmful components before storing or using it in the software and shall use state-of-the-art measures (e.g. virus protection programs) for this purpose.

4.5. **Data backups.** The customer shall be responsible for making appropriate data backups on a regular basis.

5. **Support.** DNAnalytics provides you with support for the software. You can contact this support team with any concerns relating to DNACoachAssist. The support can be reached at: support@dna-network.de

6. **Remuneration and payment modalities**

6.1. **Registration and free use.** Registration for DNACoachAssist is free of charge for customers. After registering, customers are provided with a one-time trial quota for transcriptions or analyses. Once the trial quota has been used up, a paid subscription is required in order to continue using DNACoachAssist.

6.2. **Subscription options.** The amount of the payment to be made depends on the subscription chosen by the customer. Various subscription packages with different scopes are available to the customer in order to be able to adapt the subscription to their own needs in the best possible way.

DNAnalytics will adapt, amend or supplement the packages available for new customers from time to time.

The conditions currently valid at (including test periods, booking of additional options, etc.) can be viewed at www.dnacoachassist.com/plans, whereby the conditions available there take precedence over the provisions of these terms and conditions.

6.3. **Billing and payment processing.** Subscription packages are billed monthly or annualy in advance, depending on the selected package. Payment is processed by the payment service provider Stripe. Credit card is currently available as a payment method.

6.4. **Price changes.** DNAnalytics shall adjust the agreed price at its reasonable discretion in line with the development of the costs that are decisive for the price calculation. A price adjustment may be considered if the external costs for energy procurement, personnel costs (due to changes in legislation), consumables (such as paper costs), maintenance costs (such as changes in the price of IT infrastructure) or logistics costs (such as the industry-wide passing on of fuel costs) increase or decrease. Increases in costs may only be used to adjust the price if they are not offset by decreasing costs in other areas. In the event of cost reductions, the agreed prices must be reduced if they are not offset by cost increases in other areas. When exercising its reasonable discretion, DNAnalytics shall select the respective points in time of a price change in such a way that cost reductions are not taken into account according to standards that are less favorable to the customer than cost increases, i.e. cost reductions shall have at least the same price effect as cost increases. All price changes come into effect at the earliest 30 days after DNAnalytics has notified you of them. Your ordinary right of termination (see point 7.2.) remains unaffected and - insofar as this is necessary for an appropriate balancing of interests - the affected customers receive a special right of termination.

7. Fair Use Policy

7.1. **Principle.** Customers with a current paid subscription can perform any number of transcriptions and analyses. DNAnalytics does not technically limit data volume or bandwidth.

7.2. **Normal use.** However, the use of DNACoachAssist is limited to normal use within the scope of everyday business activities. Normal use is deemed to be the case if the data volume generated by the customer does not exceed the average data volume expected from average customers to an exceptional extent.

7.3. **Excessive use.** Use that goes far beyond normal use is considered excessive use. This excessive use of DNACoachAssist is not permitted.

In addition to the use of exceptionally high data volumes, the parties also agree that excessive use is particularly evident in the following cases:

- Automated or mass uploading that is not related to actual and everyday coaching activities;
- Use of DNACoachAssist as a back-end processing tool for third-party platforms;
- Other activities that place a significant load on platform resources.

7.4. **Restriction of excessive use.** If DNAnalytics determines that the customer's use of the software exceeds normal use, DNAnalytics reserves the right to contact the customer to discuss possible solutions (e.g. individual traffic agreements).

7.5. **Further measures.** If the parties are unable to reach a mutually acceptable solution to limit excessive use, DNAnalytics shall be entitled to take the necessary measures to limit excessive use vis-à-vis the customer. Such measures may include, in particular, the introduction of individual usage restrictions for the customer (e.g. introduction of a customer-specific data volume or restriction of bandwidth). In such cases, DNAnalytics shall grant the affected customer a special right of termination, insofar as this is necessary to achieve a reasonable balance of interests.

8. Term and termination

8.1. **Term.** The subscription begins when one of the subscription options is booked. The term depends on the subscription option selected (e.g. monthly subscription or annual subscription). At the end of the respective term, the subscription is automatically extended for a further term if it is not canceled (see point 7.2.).

8.2. **Ordinary termination.** For a term of one month or less, the subscription may be terminated by either party at any time with effect from the end of the respective term. In the case of a term of more than one month, the subscription may be terminated by either party at any time with a notice period of one month to the end of the respective term. The right to extraordinary termination for good cause remains unaffected.

8.3. **Package change.** DNAnalytics enables the customer to easily switch to lower-priced or higher-priced subscription packages.

If you switch to a higher-priced package ("upgrade"), the changeover will take place immediately and a pro rata payment will be due for the current billing period.

The change to a lower-priced package ("downgrade") takes place with a notice period of four weeks to the end of the current billing period.

9. Rights and obligations during and after termination of the contract

9.1. **Availability of data.** After the end of the contract, the customer no longer has access to the data he has entered into the software. DNAnalytics does not make this data available automatically; however, the customer can easily export all data entered into the software using the "Download all my data" function. Otherwise, the customer is responsible for backing up the relevant data before the end of the contractual relationship.

9.2. **Deletion of data.** Otherwise, unless the customer deletes their account beforehand, all customer data will be completely deleted from the servers no later than three months after the end of the contractual relationship, unless statutory retention obligations require the data to be stored for longer.

10. Rights of use / licenses

10.1. **License for the Software.** DNAnalytics grants the Customer simple, i.e. non-sublicensable and non-transferable rights to the current version of the Software, limited in time to the duration of the contract, to use the Software by means of access via a browser in accordance with the contractual provisions. The customer may only use the software himself or through his own personnel within the scope of his own business activities. Any further use of the software by the customer is not permitted.

10.2. **License to Customer Content.** Customer grants DNAnalytics simple, non-transferable rights to the content provided by it, limited in time to the duration of the contract, to use the content in connection with the software. Sublicensing is permitted insofar as this is necessary for the contractual use of the content provided. Sublicensing of the customer content is particularly necessary in order to be able to transcribe and analyze the content with the help of our AI partners (in particular AssemblyAI, Anthropic, and Mistral AI). If third parties are entitled to rights to the contributed content, it is the customer's responsibility to ensure that the third party has given its consent to the use of the content for the software.

11. Use of generative AI systems

11.1. **Principle.** The customer acknowledges and agrees that DNAnalytics will make use of so-called generative AI systems in the provision of services within the framework of DNACoachAssist. These are software applications that primarily generate products by automatically transforming user input ("input") into other products ("output") based on AI modeling. As part of DNACoachAssist, DNAnalytics will use the AI models of AssemblyAI, Inc. ("AssemblyAI" to transcribe the coaching sessions), Anthropic, PBC ("Claude" to perform the analyses for customers in the US data-residency region), and Mistral AI SAS ("Mistral" to perform the analyses for customers in the EU data-residency region). The customer's data-residency setting determines which analysis provider is used.

11.2. **Rights to the Output.** The customer acknowledges that AI output is generally not subject to copyright or ancillary copyright protection and that accordingly no rights of use under copyright law can be granted. DNAnalytics shall grant the customer any rights of use to the output (transcriptions and analyses) to the extent that DNAnalytics itself acquires rights of use. The customer is aware and agrees that the providers of the AI system may be granted simple rights of use to the output.

11.3. **Responsibility for output / liability for AI products.** The Customer is aware that AI systems can sometimes work inaccurately and that DNAnalytics cannot guarantee the quality of the output in this respect. The evaluation of the content of the services created with AI support is therefore the sole responsibility of the customer.

DNAnalytics will operate the AI systems with due care and attention. However, DNAnalytics is not liable for infringements of intellectual property rights resulting from the fact that the underlying AI systems may have been trained with the intellectual property of third parties. Furthermore, DNAnalytics shall not be liable for ensuring that the contractual utilization of the AI output is permissible under competition or personality rights law or that the utilization of the AI output does not infringe any third-party intellectual property rights if and to the extent that such infringements are based on AI-generated content and DNAnalytics has otherwise fulfilled its obligations under this contract and any other agreements. Unless otherwise agreed, the liability of DNAnalytics is excluded in this respect.

11.4. **Confidential Information.** DNAnalytics will use the means provided by the AI system providers to protect confidential information in order to best protect the sensitive information and data of the Customer and its clients. Where possible, DNAnalytics will enter into appropriate confidentiality agreements with these providers and/or prevent the continued storage of information.

At the same time, the Customer acknowledges that the disclosure of sensitive information to the providers of the AI systems may be necessary for the provision of services and therefore does not constitute a breach of the confidentiality agreement under point 13.3. of these terms and conditions.

11.5. **AI Training.** DNAnalytics will ensure that the providers of the AI models with whom a cooperation takes place within the scope of the service provision will not use the input for the purpose of training AI models.

12. Warranty

12.1. **Applicable regulations.** With regard to the warranty for the use of the software, the warranty provisions of tenancy law (Sections 535 et seq. BGB) shall apply.

12.2. **Notification of defects.** The customer must notify DNAnalytics of any defects without delay.

12.3. **Exclusion of warranty.** The warranty for only insignificant reductions in the suitability of the service is excluded. Strict liability pursuant to Section 536a (1) BGB for defects that already existed at the time the contract was concluded is excluded.

13. Liability

13.1. **Intent and gross negligence.** The parties shall be liable without limitation in the event of intent, gross negligence and culpable injury to life, limb or health.

13.2. **Slight negligence.** Notwithstanding the cases of unlimited liability, the parties shall only be liable to each other in the event of a slightly negligent breach of duty in the event of a breach of material contractual obligations, i.e. obligations whose fulfillment is essential for the proper execution of the contract or whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the other party may regularly rely, however, limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract, which, by agreement between the parties, is in any case limited to the remuneration that was payable under the contract during the twelve-month period prior to the occurrence of the damaging event.

13.3. **Use of the Output.** In any case, DNAnalytics shall not be liable for the specific use of the analyses provided or derived results by the Customer. In particular, DNAnalytics accepts no liability for the completeness and accuracy of the data provided by the Customer or the Customer's incorrect assessment of the legal requirements. In this respect, the Customer shall defend, indemnify and hold DNAnalytics harmless on first demand if DNAnalytics is exposed to claims for damages or fines.

13.4. **Product liability / guarantee.** The above limitations of liability shall not apply to liability under the German Product Liability Act (Produkthaftungsgesetz) or within the scope of guarantees given in writing by one of the parties.

13.5. **Third parties.** The above liability provisions shall also apply in favor of vicarious agents, employees, representatives and bodies of the parties.

13.6. **Indemnification.** To the extent permitted by law, the customer shall indemnify DNAnalytics against any claims by third parties and the associated costs of legal advice or legal defense due to a breach of the obligations arising from these GTC for which the customer is responsible.

14. Data protection / confidentiality

14.1. **Data protection.** DNAnalytics takes the protection of your personal data very seriously. We always process personal data in accordance with the applicable data protection regulations (e.g. GDPR and BDSG). You can find more details on this in our privacy policy, available at www.dnacoachassist/privacy

14.2. **Processing of personal data of third parties.** With regard to the processing of personal data of third parties (e.g. coachees), the contracting parties undertake to process data in accordance with the applicable data protection regulations. The parties shall conclude any necessary agreements (e.g. order processing contracts) separately.

14.3. **Confidentiality.** The contracting parties mutually undertake to treat as confidential all business and trade secrets as well as other confidential information that has become known to them or becomes known to them during the cooperation. This confidentiality agreement shall continue to apply after termination of the contract. The contracting parties shall ensure that third parties (e.g. vicarious agents, employees) who come into contact with the confidential information as intended are also subject to a corresponding confidentiality agreement.

15. Final provisions / Miscellaneous

15.1. **Severability clause.** Should individual provisions of these Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The parties shall replace such provisions with effective and enforceable provisions that come as close as possible to the meaning and economic purpose and the intention of the parties. The same shall apply in the event of a gap in the contract.

15.2. **Changes to these Terms and Conditions.** DNAnalytics reserves the right to make changes to these Terms and Conditions for legitimate reasons, for example to improve or enhance the Software, for security reasons or for legal or regulatory reasons. If changes may affect the ongoing contractual relationship between you and DNAnalytics, DNAnalytics will notify you in advance as appropriate in the circumstances and ask for your consent. This notification will include information about the planned changes and your right to reject these changes, where to send the rejection and the consequences if you do not reject. The changes will be deemed accepted if you do not reject them within 30 days. If any amendment is found to be invalid, void or for any reason unenforceable, the validity and enforceability of the remaining amendments or terms shall not be affected.

15.3. **Choice of law.** The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

15.4. **Place of jurisdiction.** The contracting parties agree to the exclusive jurisdiction of the court at the registered office of DNAnalytics for all contractual parties in connection with this contract, insofar as this is legally permissible.

15.5. **Written form.** Individual amendments and supplements to these Terms of Use between you and us, including the waiver of this written form requirement, must be made in writing to be effective. Verbal collateral agreements do not exist.

(October 27, 2026)