

MAXQDA AI Add-On: General Terms and Conditions (GTC) for Private Consumers

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The VERBI Consult. Software. Sozialforschung GmbH („VERBI“) currently develops the MAXQDA AI Add-On, an addition to the standard software "MAXQDA". The MAXQDA AI Add-On allows the customer to automatically summarise texts (documents, coded segments or memos). Currently, only a beta version of the MAXQDA AI Add-On is available. VERBI offers customers the opportunity to register as a tester for the beta version of MAXQDA AI Add-On in order to test the functionality and usability of MAXQDA AI Add-On free of charge. The use of the beta version of MAXQDA AI Add-On is subject to the following conditions of use.

For the use of the standard software "MAXQDA" separate GTC/EULA apply. Furthermore, the GTC/EULA for the standard software "MAXQDA" also apply to the use of the MAXQDA AI Add-On, unless these GTC/EULA include more specific provisions.

§ 1 General Information concerning the Beta Version

1. The MAXQDA AI Add-On is a beta version, i.e. a pre-release and not final version of the feature. The beta version has not yet been exhaustively tested and may therefore be incomplete and/or include errors and inaccuracies. VERBI therefore does not guarantee for a particular condition, quality or availability of the beta version of MAXQDA AI Add-On.
2. The provision of the beta version of MAXQDA AI Add-On is based on availability and is subject to continuous change and optimisation. This means that VERBI may, at any time, adjust, restrict or completely discontinue the use of the beta version of MAXQDA AI Add-On for the customer (even without providing reasons). The customer cannot derive any claims against VERBI from a change, restriction or discontinuation of the beta version of MAXQDA AI Add-On.
3. The use of the standard software "MAXQDA" remains unaffected by any restrictions on the use of the beta version of MAXQDA AI Add-On.

§ 2 § 2 User Registration

1. To use the beta version of MAXQDA AI Add-On, customers must register as a tester on our website. The use of the beta version of MAXQDA AI Add-On comes free of charge for the customer.
2. Registration as a tester requires the existence or conclusion of a paid user contract (license for a limited time) for the MAXQDA standard software. The existence or conclusion of a free demo license will not be sufficient.
3. When completing the registration process, customers already in possession of a paid usage

contract for the MAXQDA standard software will receive a key to unlock the beta version of the MAXQDA AI Add-On which can be done within the MAXQDA cloud account. If necessary, such an account must be created first. New customers can register as a tester for the beta version of the MAXQDA AI Add-On when signing a contract for the MAXQDA standard software by adding the MAXQDA AI Add-On to their booking.

§ 3 Subject Matter of the MAXQDA AI Add-On Beta Version

1. The beta version of MAXQDA AI Add-On allows the customer to summarise texts automatically. For this purpose, the customer submits the relevant texts to VERBI by using an interface to the MAXQDA AI Add-On beta version.

2. The automated aggregation of texts will not be performed by VERBI, but by OpenAI, L.L.C. ("OpenAI"). For summarising, OpenAI uses artificial intelligence or machine learning. Artificial intelligence and machine learning are based on probabilities. As a result, the use of artificial intelligence and machine learning may produce erroneous results. Meaning that summaries of the customer's texts, generated by OpenAI, may not be correct under all circumstances. The customer understands the possible limitations in reliability.

3. If necessary, VERBI will prepare and/or revise the texts provided by the customer for the summary performed by OpenAI. Corresponding preparations and/or post-processings refer exclusively to formal adjustments of the texts (e.g. splitting if texts exceed the length permitted by OpenAI). VERBI has no influence on summaries created by OpenAI. In particular, VERBI does not review the content of the summary before passing it on to the customer.

§ 4 Scope and Limitations of Use

1. The customer's scope of use of the MAXQDA AI Add-On beta version is limited. Users can view their daily volume available directly in MAXQDA.

2. Furthermore, the customer is not permitted to use the MAXQDA AI Add-On beta version in a manner that violates laws or rights of third parties or that unlawfully affects their rights or otherwise violates the provisions of these GTC or the terms of use of OpenAI (as amended from time to time, available online at <https://openai.com/policies/usage-policies>). In particular, the use of the function for the following purposes or the provision of the following content is prohibited:

- Illegal activities;
- Content concerning sexual abuse of children or content that exploits or harms children;
- Generating hate, harassment or violent content;
- Generating malware;
- Activities that pose a high risk of physical harm, including the development of weapons, military and warfare activities, the management or operation of critical infrastructures with regard to energy, transportation, and water;
- Content that incites, encourages or depicts self-harming acts such as suicide, cutting and eating disorders;
- Activities that pose a high risk of economic harm, including multi-level marketing, gambling,

lending, automated eligibility decisions concerning loans, jobs, educational institutions, or public assistance services;

- Fraudulent or deceptive activities;
- Adult content, adult industries, and dating apps, including pornography;
- Political campaigning or lobbying;
- Activities that violate the privacy of individuals;
- Unauthorised practice of the legal profession or offering customized legal advice without a qualified person reviewing the information;
- Tailored financial advice without a qualified person reviewing the information;
- Providing information indicating that one has or does not have a particular health condition or providing instructions on how to cure or treat a health condition;
- Government decisions.

3. The customer is also not permitted

- to claim that the summary was generated by humans, although not the case.

4. The publication and sharing of the summary generated by OpenAI is subject to OpenAI's Sharing and publication policy (as amended from time to time, available online at <https://openai.com/policies/sharing-publication-policy>).

§ 5 Duration of Use

1. The MAXQDA AI Add-On is a beta version. VERBI is entitled to restrict or terminate the customer's use of the beta version of MAXQDA AI Add-On at any time.

2. Furthermore, the customer may terminate the testing of the beta version of MAXQDA AI Add-On at any time.

3. The customer's use of the beta version of MAXQDA AI Add-On will end in any case upon termination of the customer's user contract for the use of the standard software "MAXQDA".

4. After terminating the use, the access to the beta version of MAXQDA AI Add-On will be blocked for the customer.

§ 6 Liability

1. VERBI is liable without limitation for intent and gross negligence. VERBI shall also be liable for slight negligence in the event of damage resulting from injury to body, life or health in accordance with the statutory requirements. In other cases of slight negligence, VERBI is only liable in the event of a breach of such obligations that make the reasonable and proper performance of the contract possible in the first place and on the fulfilment of which the Customer accordingly relies and may rely (cardinal obligations) and only limited to compensation for the foreseeable, typically occurring damage. Furthermore, limitations and exclusions in this clause do not apply to claims by the Customer in the event of fraudulent concealment of a defect by VERBI due to the absence of an assured characteristic, the breach of warranty promise and claims in accordance with §§ 1, 4 of the

Product Liability Act (Produkthaftungsgesetz).

2. Summaries of customer texts, created using the beta version of MAXQDA AI Add-On, are provided free of charge and by integrating a third-party service from OpenAI. VERBI does not have any influence on this service and is, in particular, not liable for its accuracy, completeness and/or reliability.

3. Any further liability, irrespective of the legal basis, is excluded.

§ 7 Withdrawal Policy

1. Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (VERBI Software, Consultant Sozialforschung GmbH, Invalidenstr. 74, 10557 Berlin, Tel.: +49 (0)30 206 22 59 – 22, Fax: +49 (0)30 206 22 59 – 29; E-Mail: cs@maxqda.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

2. Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

3. Important Advice

In the case of contracts for the provision of digital content not supplied on a tangible medium where the contract does not oblige the consumer to pay a fee, the right of withdrawal expires once VERBI has begun performing the contract.

4. Model Withdrawal Form

(If you wish to withdraw from the contract, please fill out this form and return it to VERBI.)

To: VERBI Software. Consult. Sozialforschung GmbH, Invalidenstr. 74, 10557 Berlin, E-Mail: cs@maxqda.com:

I / We (*) hereby give notice that I / We withdraw from my / our contract of sale of the following goods (*) / the provision of the following service (*):

Ordered on (*) / received on (*)

Name of consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if this form is notified on paper)

Date

(*) Delete as appropriate.