

Online Subscription Agreement

between the Customer and SoftBCom Berlin GmbH

1. Parties to the Agreement

This subscription agreement ("Agreement") is entered into between:

Customer: [Company Name]_____

[Registered Address]_____

("Customer")

and

SoftBCom Berlin GmbH

Schiffbauerdamm 19, 10117 Berlin, Germany

Registered at Amtsgericht Charlottenburg, HRB 169068 B

("SoftBCom")

2. Subject of the Agreement

The subject of this Agreement is the provision of access to the web-based software solutions (Software-as-a-Service or "SaaS") offered by SoftBCom, including but not limited to the QAWacht platform and related services, as described on SoftBCom's website.

3. Contract Documents

The following documents form integral parts of this Agreement:

- The current **SaaS Terms of Use** available at: <https://www.softbcom.de/saas-terms-of-use>
- The general **Terms and Conditions (AGB)** available at: <https://www.softbcom.de/agb>

The Customer confirms having read and accepted these terms as binding.

4. Fees and Payment Terms

(1) The Customer agrees to pay the applicable subscription fees for the selected service package as specified in the ordering process or price list available on the SoftBCom website.

(2) All fees are exclusive of applicable VAT or other taxes. Payment is due in advance for the agreed billing cycle (e.g., monthly or annually) unless otherwise agreed.

(3) SoftBCom may offer free trial periods. After expiration of a trial, continued use requires a paid subscription.

(4) The Customer authorizes SoftBCom to charge the agreed fees via the selected payment method. In case of payment failure, SoftBCom may suspend access until payment is received.

(5) Subscriptions renew automatically at the end of each billing cycle unless cancelled in accordance with the cancellation procedures outlined in the SaaS Terms of Use.

(6) SoftBCom reserves the right to adjust pricing upon reasonable prior notice, in accordance with the SaaS Terms of Use.

(7) Invoices will be issued electronically unless otherwise agreed.

4. Term and Termination

This Agreement enters into force upon electronic acceptance by the Customer and remains in effect for the duration of the selected subscription term. Either party may terminate the Agreement according to the termination provisions set forth in the SaaS Terms of Use.

5. Data Processing and Privacy

SoftBCom processes Customer data in accordance with applicable data protection laws and the **Data Processing Agreement (AVV)**, which is made available to the Customer for download and acceptance.

6. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Federal Republic of Germany. Place of jurisdiction for all disputes arising from or in connection with this Agreement shall be Berlin, to the extent permitted by law.

7. Final Provisions

In the event of any conflict between this Agreement and the referenced SaaS Terms of Use or AGB, the provisions of this Agreement shall prevail.

Date of Subscription: [Will be auto-filled upon registration]

SoftBCom Berlin GmbH

This Agreement is pre-signed by SoftBCom.

Name: Vladimir Dudchenko

Position: CEO

Signature:

Customer: [to be electronically accepted by authorized representative]