General Terms and Conditions

of Pakera AI Packaging Optimization GmbH

Terms and Conditions governing the use of the cloud-based Software-as-a-Service platform “Pakera”

Document Overview

Scope of Application

Pakera AI Packaging Optimization GmbH, Brunnenweg 35, 83666 Waakirchen, Germany; Managing Directors: Thomas Goldhofer, Ali Yelsali; Email: info@pakera.com; Registered with the Munich Commercial Register, HRB 313508; VAT ID DE463210243 (hereinafter “Pakera,” “we,” or “Provider”) provides its services via the cloud-based Software-as-a-Service platform “Pakera” (hereinafter “Pakera,” “Platform,” or “Services”) based on these General Terms and Conditions (hereinafter “GTC”).

These Terms and Conditions form an integral part of every contract regarding the use of Pakera. The inclusion of any conflicting, deviating, or supplementary general terms and conditions of the customer is excluded, even if Pakera does not expressly object to them and provides services without reservation. Deviations from these Terms and Conditions are effective only to the extent that they have been expressly confirmed by Pakera in writing.

Exclusively B2B / Business Status. Pakera provides its services exclusively to businesses as defined in Section 14(1) of the German Civil Code (BGB), legal entities under public law, and special funds under public law (hereinafter collectively referred to as “Customer”). The use of Pakera, including free access, trial periods, and beta access, is not permitted for consumers as defined in Section 13 of the German Civil Code (BGB). The conclusion of a contract with consumers is excluded; consumer protection provisions do not apply unless they are mandatory. By registering and using the service, the Customer confirms that they are acting exclusively for commercial or self-employed professional purposes. Pakera is entitled to suspend or terminate accounts if private use or any other violation of the B2B restriction becomes apparent (see Sections 6 and 12).

1. Subject Matter of the Contract and Description of Services

1.1 Service. Pakera is a specialized B2B SaaS platform that enables companies to simulate, optimize, and document packaging and logistics decisions in industrial supply chains based on data. Based on user input, CAD data, and the customer’s assumptions, the software analyzes, among other things, how components can be packaged, arranged in containers, and stacked onto higher-level units (e.g., pallets), and provides support for documentation, approval processes, and compliance with requirements.

1.2 Support and Decision-Making Aid / Not a Substitute for Professional Review. Pakera is exclusively a digital software and simulation tool and serves as a non-binding decision-making and review aid. All results, evaluations, documents, status information, compliance notes, packaging suggestions, and transport, cost, and sustainability data are based exclusively on the data, inputs, assumptions, and selection parameters provided by the customer or participating users. Pakera does not independently verify the accuracy, completeness, or suitability of this information. The results are non-binding and do not constitute a legally, technically, professionally, safety-wise, regulatory, or economically binding review or approval; in particular, they do not replace the review and decision by a qualified and responsible person. The final evaluation, approval, and responsibility remain exclusively with the customer or the responsible persons at the participating companies. The complete disclaimer of liability in Section 11 applies accordingly; mandatory statutory liability provisions remain unaffected.

1.3 Scope of Services by Plan. Pakera is offered in various plans with different scopes of functionality and usage. The specific scope of functionality and usage for each plan (including, but not limited to, the number of simulations, parts per simulation, upload sizes, container and material libraries, Smart Check functions, team and role management, and support levels) is determined by the service/plan overview on Pakera's website valid at the time of booking, which serves as the basis for the description in these Terms and Conditions.

1.4 Trial. After free registration, the customer may be provided with the full range of Premium features free of charge for a period of 14 days ("Trial"). Upon expiration of these 14 days, access will automatically be downgraded to the feature set of the Free plan, provided the customer has not taken out a paid subscription by that time. There is no entitlement to continued use of the Premium features.

1.5 Right to Make Changes / Further Development. Pakera continuously develops Pakera and is entitled to update, modify, expand, or restrict the services, features, scope of functions and services, and the underlying technology at any time, in particular to adapt the service to technical progress, changed legal or regulatory requirements, security concerns, or market needs. Pakera will give notice of contract-related changes to the agreed scope of services that are significant and disadvantageous to the customer at least four (4) weeks before they take effect, either by email to the contact address on file in the customer's account or via a notice within the platform. The customer may object to such significant, disadvantageous changes in writing within fourteen (14) days of receiving the notice. If the customer does not object, the change shall be deemed accepted; this will be specifically noted in the notification. In the event of a timely objection, Pakera is entitled to terminate the contract with one (1) month's notice effective at the end of the calendar month. Minor changes, as well as changes that exclusively benefit the customer, remain permissible at any time.

1.6 Free Services. If services, features, or access are provided free of charge (in particular, use without registration, the Free plan, the trial period, and the beta phase as described in Section 13), Pakera is entitled to discontinue, modify, or restrict them at any time, in whole or in part, with reasonable notice and without providing a reason. This does not give rise to any claims for reduction, refund, or damages.

1.7 Service Delivery Point. The service delivery point is the router output of the data center used by Pakera or its hosting service providers that connects to the Internet. The Customer is solely responsible for the Internet connection on their end, including end devices, browsers, network access, and necessary system requirements.

2. Conclusion of Contract; Registration; Account

2.1 Offer. The presentation of services and pricing plans on Pakera's website does not constitute a binding offer but rather an invitation to submit a booking request. By completing the booking process (e.g., clicking on "Place order with payment," "Book with payment," "Start for free," or similar), the customer submits a binding offer. The automatic confirmation of receipt does not yet constitute acceptance. The contract is concluded upon express confirmation by Pakera or, at the latest, upon the first act of performance (in particular, activation of access).

2.2 Registration. Use of Pakera, with the exception of limited use without registration, requires registration. Registration on behalf of a company may only be carried out by a natural person authorized to act on its behalf. The customer is obligated to provide truthful and complete information during registration and to keep this information up to date. Pakera is entitled to refuse a registration or the conclusion of a contract without providing reasons.

2.3 Plan Change. The customer may switch to a higher-tier plan (upgrade) at any time. Upon upgrading, the minimum term for the higher-tier plan begins anew; amounts already paid for the remaining term of the previous plan will be credited on a pro-rata basis. A switch to a lower-tier plan (downgrade) takes effect only at the start of the next billing period without a credit; no pro-rata refund will be issued (see Section 5.5).

3. User Roles, Team Access, and Customer Responsibilities

3.1 Roles. In the Business and Enterprise plans, the customer can manage multiple users as a team. The roles are Owner, Admin, Classified User, and (Regular) User. Classified Users can also view protected projects, provided they have been granted access.

3.2 Access Rights. Owners and Admins can add or remove users and assign rights and roles. The Admin may grant other users the right to add users themselves. The Customer is solely responsible for the proper management of users, roles, and access rights within its organization, in particular for granting and revoking access rights and for restricting access to particularly sensitive or classified data.

3.3 Users. The Customer shall ensure that all users authorized by it comply with these Terms and Conditions as well as the applicable rules of use (in particular Section 6). The Customer is liable for the conduct of the users it has authorized just as it is for its own conduct.

3.4 Access Credentials. The Customer must immediately report the loss of access credentials or any suspicion of unauthorized use. The Customer is liable for any unauthorized use for which it is responsible.

3.5 Sharing and Commenting Features. The Customer may send results to internal and external recipients via password-protected sharing links and allow them to be commented on publicly or privately. The Customer is responsible for selecting the invited recipients and for any transmission of personal data to them. Comments and other content posted by users or invited third parties are considered “content” within the meaning of these Terms and Conditions and are subject to the usage restrictions set forth in Section 6; the customer is responsible for ensuring their permissibility. The disclaimer of liability under Section 1.2 also applies to recipients of the sharing page.

4. Customer’s Obligations to Cooperate

4.1 Cooperation. The customer shall provide the cooperation required for the use of the services in a timely manner and free of charge. This includes, in particular, that the customer

- complies with all applicable laws and legal provisions when using the services,
- uploads or processes only data and content for which the customer holds the necessary rights, authorizations, and legal bases, and which are free of malicious code,
- ensures the accuracy, completeness, and suitability of the data, assumptions, and parameters entered by the customer,
- has the results reviewed by qualified personnel before implementation (see Section 1.2),
- in the event of error messages, provides the information necessary for analysis, and
- maintains the hardware and software environment required for use, as well as the Internet connection.

4.2 Breach of Obligations. If the customer breaches its obligations to cooperate and this results in additional expenses or delays for Pakera, Pakera may assert its claims in accordance with applicable law.

5. Prices, Billing, and Terms of Payment

5.1 Billing Model. Billing is generally on a per-user basis, either monthly or annually (exceptions may apply for Enterprise accounts). For annual billing, a discount is granted in accordance with the currently valid price list. All prices are exclusive of applicable sales tax.

5.2 Advance Payment / Activation. Unless otherwise agreed, payment is due in advance for the respective billing period. The paid features will be activated for the paid period upon receipt of payment.

5.3 Payment Methods. Payment processing is handled by external payment service providers. The methods available through them (in particular credit card) are offered. The terms and conditions of the respective payment service provider apply in addition.

5.4 Default. If the customer defaults on a payment, Pakera is entitled to suspend access to the paid services for the duration of the default. Access will be reinstated upon receipt of payment. The statutory provisions regarding default, as well as the right to extraordinary termination (Section 7.4), remain unaffected. The customer shall bear the costs of justified reminders and returned direct debits.

5.5 Refunds / Pro-Rata Billing. As a general rule, no refunds will be issued for fees already paid. In the event of an upgrade within a current billing period, the higher-tier plan will be billed on a pro-rata basis for the remaining period, and the fee already paid for the previous plan will be credited. In the event of a downgrade, no credit will be issued; the lower-tier plan will take effect only as of the next billing period. In the event of termination, there is no entitlement to a (pro-rata) refund of the fees paid for the current billing period.

5.6 Special Services. Services beyond the scope of the subscriptions—in particular, API integrations, on-premises installations, customized training, and development and consulting services—will be billed separately based on actual time and effort or in accordance with a separate agreement.

5.7 Price Adjustment. Pakera is entitled to reasonably adjust the fees for the first time after the expiration of the respective minimum term, with one (1) month's notice, to reflect changes in costs (e.g., personnel, infrastructure, energy, licensing, and service provider costs, as well as public-law levies). Notice shall be provided via email to the address on file in the customer's account. If the compensation increases by more than 10%, the customer is entitled to terminate the contract extraordinarily with two (2) weeks' notice effective as of the date the increase takes effect.

5.8 Set-off / Right of Retention. The customer may only set off claims that are undisputed or have been legally established. The customer is entitled to a right of retention only to the extent that it is based on the same contractual relationship.

6. Rights of Use and Restrictions on Use

6.1 Right of Use. Pakera grants the Customer, for the term of the contract, a non-exclusive, non-transferable, and non-sublicensable right to use Pakera to the extent agreed upon in the contract (subscription plan, number of users, term). Use is limited to the Customer's own internal business purposes.

6.2 Ownership / Intellectual Property Rights. All rights to Pakera, the underlying software, databases, algorithms, libraries (e.g., container and material libraries), documentation, designs, trademarks, and other intellectual property rights remain with Pakera or its licensors. The Customer receives no rights beyond those specified herein. Copyright notices, labels, and ownership notices may not be altered or removed.

6.3 Prohibited Uses. The Customer and its users are specifically prohibited from:

- Reverse engineering, decompiling, disassembling, or otherwise attempting to determine the source code or underlying logic, unless expressly permitted by law;
- Any misuse, or the uploading or distribution of malware, malicious code, or illegal, pornographic, discriminatory, harassing, deceptive, or security-compromising content;
- The commercial exploitation of Pakera without written permission, in particular distribution, reselling, white-labeling, or providing it as a service to third parties without the appropriate rights or written authorization;
- Circumventing, disabling, or testing access restrictions, security mechanisms, technical protection measures, or rate limits;
- Automated load testing, scraping, or mass automated access without prior permission;
- Use for the development, training, or improvement of competing products, models, datasets, or services;
- Creating fake or multiple accounts, providing false identity or company information, or

circumventing the B2B restriction;

- Sharing accounts, access data, tokens, OTP codes, passwords, or sharing links with unauthorized persons or allowing third parties to use them;
- Use in connection with sanctioned or export-controlled individuals, countries, or content in violation of applicable sanctions and export control regulations;
- Private (non-commercial) use.

6.4 Suspension. In the event of violations of Section 6, security concerns, improper use, misuse, apparent personal use, or to prevent risks to operations, security, or availability, Pakera is entitled to temporarily or permanently suspend individual accounts or entire company accounts. Pakera will choose the least restrictive measure appropriate and, to the extent reasonable and legally permissible, notify the customer in advance. The right to terminate the agreement for cause (Section 7.4) remains unaffected.

6.5 Customer Content / Grant of Rights. The customer retains all rights to the content and data uploaded by the customer (in particular CAD data, documents, and user inputs). The customer grants Pakera the non-exclusive right, limited to the purpose of the contract, to store, process, and use this content to the extent necessary for the provision and operation of the services. Customer content will not be used for training purposes (see Section 9.4).

7. Term, Renewal, Termination, and Consequences of Termination

7.1 Term. For monthly billing, the term is one (1) month; for annual billing, the term is twelve (12) months, in each case beginning upon the conclusion of the contract or the respective renewal date.

7.2 Automatic Renewal / Termination. The contract automatically renews for the respective subscription period unless it is terminated no later than one (1) day before the next renewal date. Termination may be effected via the customer account or by email to support@pakera.com. Mere non-use does not constitute termination. Free accounts may be terminated by either party at any time without notice.

7.3 Continuation of Entitlement. The customer retains the right to the contractually agreed-upon services until the end of the remaining contract term.

7.4 Extraordinary Termination. The right of both parties to terminate the contract for good cause remains unaffected. Good cause on the part of Pakera exists, in particular, if the customer

- Is more than two (2) months in arrears with payment in an amount equivalent to the fee for at least two months;
- Violates material obligations under these Terms and Conditions, in particular the usage restrictions set forth in Section 6, and fails to remedy the violation despite a warning;
- Makes access data available to third parties without authorization or transfers the

account;

- Insolvency or similar proceedings are initiated against the customer’s assets, or the initiation of such proceedings is rejected due to lack of assets.

7.5 Consequences of Termination / Deletion. Upon termination of the contract, regardless of the legal basis, the right of use shall cease. Customer data will be irrevocably deleted upon termination of the contract. Exceptions include support tickets as well as data that Pakera is required or permitted to retain for legal reasons. During the term of the contract, the following storage provisions apply to the project history:

- Unregistered use: no storage
- Free: Stored for 30 days, then automatically deleted
- Pro: Storage for 180 days, followed by automatic deletion
- Business, Enterprise: Permanent archiving of the project history or until the end of the subscription.

7.6 Data Export. An automated export of all customer data is not included in the service. Depending on the plan, results can be exported as PDF and CAD files; an API connection can be provided (in the Enterprise plan or upon request). The customer is solely responsible for exporting any required results in a timely manner before the end of the contract. To the extent that the EU Data Act (Regulation (EU) 2023/2854) applies to the service offered, Pakera enables the customer to export their provided and generated “exportable data” in a structured, commonly used, and machine-readable format and to transfer it to another provider or to their own IT environment (portability/switching). Excluded are data, software, and content that are protected by intellectual property rights of Pakera or third parties or that constitute trade secrets (e.g., algorithms, libraries, system logic). Pakera will assist the customer in the event of contract termination or a switch within reasonable transition periods; any fees shall be determined in accordance with the mandatory provisions of the Data Act.

8. Availability, Service Level Agreement (SLA), Support, and Maintenance

8.1 Availability. Pakera shall endeavor to ensure the services are available with as few interruptions as possible; however, it does not guarantee 100% availability. The agreed-upon availability is 99.6% on an annual average. Excluded from this calculation are periods during which the services are unavailable for reasons beyond Pakera’s control (in particular, force majeure, disruptions outside Pakera’s sphere of responsibility, and problems with the customer’s Internet connection), as well as announced maintenance windows.

8.2 Maintenance. Scheduled maintenance will be performed outside of normal business hours, to the extent technically feasible, and, if it results in an interruption, will be announced in advance whenever possible. For compelling, urgent security or technical reasons, Pakera may also perform maintenance without prior notice.

8.3 Support. Support is primarily provided via an internal ticket system for registered customers; in addition, support is provided via email and, depending on the service plan, a telephone hotline and a dedicated contact person are made available. Support service hours are on business days (Monday through Friday) from 8:00 a.m. to 5:00 p.m. (Berlin time zone), excluding public holidays. Pakera strives to process tickets within 24 hours (during service hours). Unless otherwise specified in an Enterprise Agreement, no specific response or resolution time is guaranteed.

8.4 Server Load. For free plans (including use without registration and the "Free" plan), high server load may result in queues when running simulations. In paid plans, simulations are prioritized.

9. Data Protection, Confidentiality, and Data Security

9.1 Data Processing on Behalf of the Customer. To the extent that Pakera processes personal data on behalf of the Customer in connection with the provision of the Services, the agreement attached as Appendix 1 (Data Processing Agreement, DPA), which forms an integral part of these Terms and Conditions, shall apply. With respect to its data subjects, the Customer is the data controller; Pakera acts as the data processor in this regard.

9.2 Privacy Notice. For the processing of personal data for which Pakera itself is the data controller (in particular in connection with the website, registration, contract fulfillment, billing, marketing, and sales), Pakera's currently effective Privacy Policy applies.

9.3 Confidentiality. The parties agree to treat all confidential information of the other party obtained in the course of the contractual relationship (in particular technical, commercial, and personal information, as well as customer data) as confidential, not to use it for purposes unrelated to the contract, and to make it accessible only to those persons who require it for the performance of the contract and who are themselves bound by confidentiality obligations. The confidentiality obligation shall remain in effect for 3 years following the termination of the contract. Excluded from this obligation is information that is publicly known, has been lawfully obtained from other sources, or must be disclosed pursuant to a statutory or regulatory requirement.

9.4 No Use of Customer Data for Training Purposes. Pakera does not use customer content or customer data to train AI models. Should such use be intended in the future, it will only take place on the basis of a separate agreement or legal basis and after providing the customer with prior, transparent information.

10. Warranty / Rights in Case of Defects

10.1 Warranty and Quality. Pakera provides the Services in accordance with the state of the art and with the agreed-upon quality. No further warranty regarding quality or success is provided; in particular, no warranty is provided for the accuracy, suitability, or commercial viability of the results (see Section 1.2).

10.2 Defect. A defect exists if the functionality of the services deviates from the agreed-upon target quality to a more than insignificant degree and this impairs the usability of the core functions to a more than insignificant extent. Pakera will remedy reproducible, documented defects with reasonable effort. Non-reproducible malfunctions are not considered defects.

10.3 Notice of Defects. The Customer must report defects immediately, providing a clear description. Pakera is entitled and obligated to provide subsequent performance. If subsequent performance fails even within a reasonable grace period, the Customer is entitled to the statutory rights under the liability provisions in Section 11.

10.4 Right of Termination. If the agreed-upon availability (Section 8.1) falls significantly short for a period of three (3) consecutive calendar months for which Pakera is responsible, the Customer is entitled to terminate the contract for cause.

10.5 Statute of Limitations. The statute of limitations for claims for defects is twelve (12) months from the statutory commencement of the limitation period. This does not apply to claims under Section 11.1.

11. Liability

11.1 Unlimited Liability. Pakera shall be liable without limitation in cases of willful misconduct and gross negligence, in cases of injury to life, limb, or health, under the Product Liability Act, and to the extent of any warranty assumed by Pakera.

11.2 Liability for Slight Negligence. In cases of simple (minor) negligence, Pakera is liable only for the breach of a material contractual obligation (cardinal obligation), i.e., an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the customer may reasonably rely. In such cases, liability is limited to the damage typical for the contract and foreseeable at the time the contract was concluded.

11.3 Maximum Liability Limit. Liability under Section 11.2 is limited per claim to the amount of foreseeable damage typical for this type of contract and, in total per calendar year, to an amount equal to the net compensation paid by the customer in the preceding twelve (12) months.

11.4 Data Loss. Pakera shall be liable for data loss, subject to the above limitations, only to the extent that such loss would have occurred even if the customer had performed proper and regular data backups. The customer remains responsible for backing up the results it requires (see Section 7.6).

11.5 Other Exclusions. Any further liability is excluded. In particular, Pakera shall not be liable for damages arising from the Customer's reliance on the results without conducting its own technical review, contrary to Section 1.2, or from the fact that the data, inputs, or assumptions provided by the Customer were incorrect, incomplete, or unsuitable.

11.6 Third Parties. The foregoing limitations of liability also apply in favor of Pakera's legal representatives, employees, and vicarious agents.

12. Indemnification

The customer shall indemnify Pakera against all claims by third parties asserted against Pakera due to unlawful use of the services by the customer or its users, due to a breach of these Terms and Conditions (in particular Section 6), or due to content uploaded by the customer, including reasonable legal defense costs, to the extent that the customer is responsible for the underlying breach of duty.

13. Beta Phase / Beta Features

13.1 Pakera may make the platform and individual features available free of charge during a beta phase (planned to last approximately 2 months) or as designated beta features.

13.2 Beta versions and beta features are provided for testing purposes. They do not guarantee accuracy, completeness, or availability; errors may occur, features may change or be discontinued at any time, and availability is subject to change. Any warranty and, to the extent permitted by law, any liability for beta services are excluded; the mandatory liability under Section 11.1 remains unaffected.

13.3 The Customer agrees that Pakera may solicit feedback through close communication during the beta phase. Pakera is entitled to use feedback provided by the Customer (excluding confidential Customer content and personal data) free of charge and for an unlimited period of time to improve the Services.

14. References and Marketing

14.1 Pakera may name and feature the Customer (name and logo) as a reference, subject to the Customer's prior approval. The Customer may revoke such approval at any time with future effect.

14.2 Customers on plans starting with the Business tier may create packaging reports/ packing instructions featuring their own corporate design (logo and address). The Customer warrants that it holds the necessary rights to do so.

15. Assignment of Contract; Subcontractors

15.1 Pakera is entitled to transfer the rights and obligations under this contract, in whole or in part, to a third party with four (4) weeks' notice. In this case, the customer is entitled to terminate the contract within two (2) weeks of receiving the notice.

15.2 Pakera is entitled to engage subcontractors and subprocessors to perform the services. Data protection requirements regarding the use of subprocessors are governed by the DPA (Appendix 1).

16. Amendments to These Terms and Conditions

Pakera is entitled to amend these General Terms and Conditions with future effect to the extent necessary to adapt to changed legal, technical, or economic conditions and provided that the Customer is not unreasonably disadvantaged as a result. Amendments will be communicated to the Customer in writing at least four (4) weeks before they take effect. If the customer does not object within fourteen (14) days of receiving the notice, the amendments shall be deemed accepted; this will be specifically noted in the notice. In the event of a timely objection, both parties have the right to terminate the agreement with ordinary notice effective as of the date the amendment takes effect.

17. Final Provisions

17.1 Governing Law. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws rules of private international law.

17.2 Jurisdiction / Place of Performance. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Munich, provided that the customer is a merchant, a legal entity under public law, or a special fund under public law. The place of performance is Pakera's registered office.

Pakera is also entitled to sue the customer at the customer's general place of jurisdiction.

17.3 Written Form. Amendments and additions to the contract must be made in writing. This also applies to the waiver of this written form requirement.

17.4 Severability Clause. Should any provision of these General Terms and Conditions be or become invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provision.

17.5 Language Versions. These General Terms and Conditions are available in German and English. In the event of any discrepancies, the German version shall prevail.

Appendix 1 to the General Terms and Conditions:

Data Processing Agreement (DPA) pursuant to Article 28 of the GDPR

Between the Customer (hereinafter referred to as the “Data Controller” or “Client”) and Pakera AI Packaging Optimization GmbH, Brunnenweg 35, 83666 Waakirchen, Germany (hereinafter referred to as “Pakera,” “Contractor,” or “Data Processor”)

Effective as of August 2026

Preamble

This Data Processing Agreement (DPA) specifies the parties’ data protection obligations in connection with the use of the Pakera SaaS platform in accordance with Pakera’s Terms and Conditions. It applies to all activities in which Pakera processes personal data on behalf of the Data Controller (Art. 4(8), Art. 28 GDPR).

The Data Controller is solely responsible for the lawfulness of the processing and for safeguarding the rights of data subjects (Art. 24 GDPR). Pakera processes personal data exclusively in accordance with documented instructions from the Data Controller, unless there is a legal obligation to process such data.

1. Subject Matter, Nature, and Purpose of the Processing

The subject matter and duration of the processing are set forth in the main contract (Terms and Conditions), the order form (if available), and correspond to the term of the contract. The nature and purpose of the processing, the type of personal data, and the categories of data subjects are described in Appendix 1.

2. Right of the Data Controller to Issue Instructions

2.1 Pakera processes personal data only within the scope of the agreements entered into and in accordance with the documented instructions of the controller, unless Pakera is legally obligated to process such data (in which case Pakera shall notify the controller of these requirements prior to processing, unless the law prohibits this due to an important public interest).

2.2 Instructions shall generally be provided in writing; verbal instructions must be confirmed in writing without delay. The provisions set forth in the main contract and in these General Terms and Conditions shall be deemed the initial instructions.

2.3 Pakera shall inform the controller immediately if it believes that an instruction violates the GDPR or other data protection regulations. Pakera is entitled to suspend the execution of the instruction in question until it is confirmed or amended.

3. Obligations of Pakera (Processor)

Pakera undertakes, in particular, to

a. process personal data exclusively in accordance with Section 2;

b. ensure that persons authorized to process data are bound by confidentiality obligations or are subject to an appropriate statutory duty of confidentiality (Art. 28(3)(b), Art. 29, Art. 32(4) of the GDPR);

c. implement and comply with the technical and organizational measures (TOMs) required under Article 32 of the GDPR, as set forth in Annex 2;

d. comply with the conditions for engaging additional processors (subprocessors) in accordance with Section 5;

e. assist the controller, to the extent possible, with appropriate technical and organizational measures in fulfilling its obligation to respond to requests for the exercise of data subjects' rights (Chapter III of the GDPR) (Art. 28(3)(e) of the GDPR);

f. assist the controller in complying with the obligations under Articles 32 through 36 of the GDPR (data security, notification of data breaches, data protection impact assessment, prior consultation), taking into account the nature of the processing and the information available to the processor (Article 28(3)(f) of the GDPR);

g. at the controller's discretion, to delete or return all personal data upon completion of the processing services and to destroy any existing copies, provided there is no statutory retention obligation (Section 8);

h. provide the controller with all necessary information to demonstrate compliance with the obligations under Article 28 of the GDPR and to facilitate and cooperate with audits pursuant to Section 7;

i. appoint a data protection officer, to the extent required by law;

j. maintain a record of all categories of processing activities carried out on behalf of the controller in accordance with Article 30(2) of the GDPR.

4. Technical and Organizational Measures (TOM)

Pakera shall implement the state-of-the-art technical and organizational measures described in **Annex 2**. Pakera is entitled to further develop and adapt these measures, provided that the agreed level of protection is not compromised. Significant changes must be documented.

5. Use of Additional Processors (Subprocessors)

5.1 The Data Controller grants its **general authorization** for the use of additional processors (subprocessors). The subprocessors in use at the time the contract is concluded are listed in **Annex 3** and are deemed to be authorized.

5.2 Pakera shall inform the Data Controller of any intended change regarding the engagement or replacement of subprocessors at least fourteen (14) days in advance and shall give the Data Controller the opportunity to object to the change (Art. 28(2) GDPR). This information may also be provided via an up-to-date list of subprocessors in the Trust Center.

5.3 If the Controller objects to the change for an important data protection reason and no mutually agreeable solution can be found, the Controller shall have a special right of termination with respect to the affected service.

5.4 Pakera contractually obligates each subprocessor to comply with essentially the same data protection obligations as those set forth in these General Terms and Conditions (Art. 28(4) GDPR), in particular to provide sufficient guarantees regarding appropriate technical and organizational measures. In the case of subprocessors in third countries, Pakera ensures an adequate level of protection (e.g., adequacy decision or EU Standard Contractual Clauses along with supplementary measures, Art. 46 GDPR).

6. Reporting of Data Breaches

6.1 Pakera shall notify the controller of any personal data breach that has occurred within the scope of responsibility of Pakera or its sub-processors without undue delay after becoming aware of it, generally within 48 hours.

6.2 The notification shall contain at least the information required under Article 33(3) of the GDPR, to the extent known to Pakera. Pakera shall assist the controller in fulfilling its reporting and notification obligations to the supervisory authority (Article 33 of the GDPR) and to data subjects (Article 34 of the GDPR).

7. Inspection and Audit Rights

7.1 The controller has the right to verify compliance with the agreed-upon measures (Art. 28(3)(h) GDPR). Pakera shall provide the necessary information for this purpose and may provide evidence primarily through appropriate certifications, current attestations, or reports from independent bodies.

7.2 If documentation alone is insufficient to provide proof, the Data Controller may, upon timely notice (generally at least 30 days in advance), during normal business hours, without disrupting business operations, and no more than once a year (as well as on an ad hoc basis), conduct an on-site inspection or have it conducted by a third party bound by a confidentiality obligation. Each party shall bear its own costs; Pakera may reasonably invoice the Data Controller for any disproportionate expenses.

8. Deletion and Return Upon Termination of the Contract

8.1 Upon termination of the processing services, Pakera shall, at the Data Controller’s discretion, either delete all personal data or return it and destroy any existing copies, provided there is no legal obligation to retain the data.

8.2 In accordance with the main contract, customer data will be irrevocably deleted after the expiration of a 30-day retrieval/return window following the end of the contract; within this window, the data controller may choose between deletion or return in accordance with Section 8.1. Exceptions include support tickets, data that must be retained for legal reasons (e.g., retention periods under commercial and tax law), and backup copies that are periodically overwritten as part of the regular backup cycle. Until deletion, all data that has not yet been deleted remains subject to restricted processing and the provisions of these General Terms and Conditions.

8.3 Pakera shall provide evidence of the deletion or return in an appropriate form upon request.

9. Final Provisions

9.1 In the event of any conflict between this DPA and the General Terms and Conditions, the provisions of this DPA shall take precedence with regard to data protection regulations.

9.2 German law applies. The place of jurisdiction is Munich, to the extent permitted by law.

9.3 Should any individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.

Attachment 1 – Description of Processing

Type of Processing: Collection, recording, storage, organization, structuring, adaptation, retrieval, consultation, use, disclosure (within the scope of approval processes), erasure, and destruction of personal data in connection with the operation of the Pakera SaaS platform.

Purpose of Processing: Provision and operation of the contractually agreed-upon SaaS services (packaging and logistics optimization), including user and rights management, authentication, creation and approval of packaging results/packing instructions as well as associated comment/approval functions, and support.

Type of personal data:

- User master data: Name, business email address, phone number, address, job title, employer/company name
- Access and authentication data: Login, encrypted password, OTP/token information, role/permission assignment;
- Usage and log data: IP address, device/browser information, log and access data, session data;
- Content-related data that may contain personal information (e.g., personal data inadvertently included in uploaded CAD/Office files, comments, and approval pages);
- Data of external participants in approval processes (e.g., name, email address for sending the approval link, comments).

Categories of data subjects: Employees and authorized users of the controller (Owners, Admins, Classified Users, Users), external participants in approval/commenting processes, and other individuals whose personal data may be contained in the uploaded content.

Note on special categories of data: The processing of special categories of personal data (Art. 9 GDPR) is not intended. The data controller ensures that no special categories of data are uploaded to the platform without a separate agreement.

Duration of processing: For the term of the main contract. The following retention periods apply to the project history: Unregistered use: no storage; Free: storage for 30 days, followed by automatic deletion; Pro: storage for 180 days, followed by automatic deletion; Business and Enterprise: storage for the duration of the subscription.

Attachment 2 – Technical and Organizational Measures (Art. 32 GDPR)

1. Confidentiality

- Access control: Hosting of core data in certified data centers in Germany (subprocessor, see Appendix 3) with access security, surveillance, and access logging by the data center operator.
- Access Control: Password-protected access; password storage in accordance with **Bcrypt**; one-time passwords (OTP) and passwords for registration, login, and the approval page; multi-factor authentication (MFA) and single sign-on (SSO).
- Access Control: Role-Based Access Control (RBAC) with the roles Owner, Admin, Classified User, and User; project-specific access restrictions for particularly sensitive/classified data (Enterprise); need-to-know principle for Pakera employees.
- Encryption: Transport encryption according to **TLS 1.3;** encryption of data at rest using **AES-256-GCM**; optional encryption of CAD data with a customer password (Bring Your Own Key)

2. Integrity

- **Input Control:** Logging of accesses and security-related events (access logs starting with the Business plan); traceability of approvals and their documentation/archiving.
- **Data Sharing Control:** Encrypted transmission; secure sharing links with access protection (OTP) and time limits.

3. Availability and Resilience

- Multi-redundant infrastructure with an uninterruptible power supply at the hosting subprocessor; target availability of 99.6% on an annual average.
- Regular data backups; protective measures against DDoS attacks via OVHcloud and/or Cloudflare.

4. Procedures for Regular Review, Assessment, and Evaluation

- Data protection management and review of measures; alignment with ISO/IEC 27001.
- Control of subcontractors through contractual obligations (see Appendix 3) and compliance with instructions.
- Incident response and reporting process in accordance with Section 6.

Attachment 3 – List of Subprocessors

This list includes processors that may process personal data on behalf of the controller in connection with the operation of Pakera. Other services, such as marketing and website services for which Pakera itself is the controller, are listed in the Privacy Policy.

Subprocessor	Purpose / Service	Headquarters / Location of Processing	Transfer Mechanism (for third countries)
OVH GmbH	Hosting, data center, infrastructure, DDoS protection	Germany, processing on servers in Germany	N/A
HubSpot Germany GmbH	CRM, Marketing	Germany, processing on servers in Germany	EU Standard Contractual Clauses + EU-US Data Privacy Framework, if applicable
Hanko GmbH	Authentication, Login, MFA/SSO	Germany, processing on servers in Germany	N/A
Cloudflare, Inc.	Bot/abuse protection, DDoS protection	USA, processing on global servers	EU Standard Contractual Clauses + EU-US Data Privacy Framework, if applicable
Microsoft Ireland Operations Ltd.	Email, website user analytics	USA, processing on servers in the EU	EU Standard Contractual Clauses + EU-US Data Privacy Framework, if applicable
Google Ireland Ltd.	Website user analytics	USA, processing on global servers	EU Standard Contractual Clauses + EU-US Data Privacy Framework, if applicable
PostHog, Inc.	Website user analytics	USA, processing on servers in Germany	EU Standard Contractual Clauses + EU-US Data Privacy Framework, if applicable

Subprocessor	Purpose / Service	Headquarters / Location of Processing	Transfer Mechanism (for third countries)
Brevo GmbH	Sending of transaction/system emails	Germany, processing on servers in Germany	N/A
FooMonk LLC (Instantly)	Email Outreach	U.S., processed on servers in the U.S.	EU Standard Contractual Clauses
Livestorm SAS	Webinars	France, processed on servers in Ireland	N/A
Tella HQ, Inc.	Video streaming	U.S., processed on servers in the U.S.	EU Standard Contractual Clauses
Framer B.V.	Marketing website hosting, analytics	Netherlands, processing on servers in the U.S.	EU-US DPF, if applicable; otherwise EU SCCs

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Version 2.0

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