

Lyceum Technology Germany GmbH

Terms and Conditions

August 2026

1. Subject Matter and Scope of Application

- 1.1 These General Terms and Conditions ("**GTC**") become an integral part of all contractual relationships between Lyceum Technology Germany GmbH ("**Provider**") and commercial customers of the Provider ("**Customers**" and both together the "**Parties**"), in particular with regard to contract regarding the provision of computing capacity ("**Service**").
- 1.2 These GTC apply exclusively to the use of the Service. The Customer's general terms and conditions shall not apply.
- 1.3 These GTC do not apply to contracts with consumers within the meaning of § 13 German Civil Code (*Bürgerliches Gesetzbuch*).

2. Conclusion of Contract

- 2.1 Contracts with the Provider are concluded through an offer by the Provider and the unconditional acceptance by the Customer ("**Contract**"). The GTC become part of all Contracts. Offers made by the Provider are subject to change and may be revoked by the Provider at any time until accepted by the Customer, unless the offer is expressly designated as binding. The conclusion of Contracts and the incorporation of these GTC may take place either through online acceptance or by means of an individual agreement in electronic form (text form). The electronic communication channel is deemed to be agreed with the Customer.
- 2.2 Unless expressly agreed otherwise, the Services shall only have the contractually agreed characteristics; these shall only constitute guarantees if the Provider expressly declares that it is willing to assume liability for them regardless of fault or if they are expressly designated as such by the provider; guarantee declarations must be made in writing in order to be effective.
- 2.3 Quality requirements or other performance requirements (e.g. IT security requirements, compliance requirements, programming requirements, documentation requirements) shall only become part of the Contract if they were expressly included upon conclusion of the Contract and confirmed by the Provider without reservation.
- 2.4 Brochures, advertising material or information on websites published by the Provider shall only become part of the Contract if this has been expressly agreed.

3. Service

- 3.1 The Provider hosts its own proprietary technology for the provision of computing capacity to customers, including both Graphics Processing Units ("**GPU**") and Central Processing Units ("**CPU**") and ASICs. GPU are specialized hardware components designed for parallel data processing, commonly used in graphics rendering and artificial intelligence workloads, while CPU serve as the central hardware unit responsible for general computational tasks and management of system operations. ASICs are semiconductor chips built to perform a single,

specialized function or a set of related tasks.

- 3.2 The GPU and CPU and ASICs made available to Customers are accessed through client software, API or system integration, or via SSH key.
- 3.3 Any storage provided by the Provider is strictly for technical purposes required for the operation of its computing services and does not constitute a cloud storage solution for Customers.
- 3.4 An AI system continuously monitors and determines whether the Customer's requirements are best served by different types of and / or increased GPU or CPU capacity. This allocation of computational resources is performed automatically by the AI, taking into consideration the parameters set by the Customer. Such allocation and provision of GPU and CPU capacity may be performed using both the Provider's own infrastructure as well as third-party hardware and/or data centres. This includes the use of third-party GPUs, CPUs, or other computational resources.
- 3.5 The Provider expressly disclaims any responsibility or liability for the content, data, or call logs entered or generated by the Customer using the Service. The Customer is solely responsible for ensuring the accuracy, completeness, and legality of all content and data inputted or generated through the Services. The Provider shall not be liable for any errors, losses, damages, or for any infringing, unlawful, misleading, incomplete, or otherwise objectionable content arising from the Customer's actions or use of the Service.

4. Customer Obligations

- 4.1 The allocation and configuration of hardware resources (including GPU and CPU) is performed fully automatically by the Provider's system.
- 4.2 The Customer acknowledges that automated hardware selection may, in some cases, result in non-optimal allocation or configuration. The Provider expressly assumes no liability for any additional costs, inefficiencies, or disadvantages arising from such automated selection, unless caused by gross negligence or willful misconduct of the Provider. The Customer is obligated to continuously monitor and supervise their own jobs and workloads when using the Service.

5. Submission of Code

- 5.1 By submitting code, scripts or other software materials ("**Code**") to the Provider, the Customer grants the Provider a non-exclusive, worldwide, royalty-free, limited license to use, process and analyse such Code solely for the purpose of providing and maintaining the Services as agreed between the Parties. The Provider will treat the Code confidentially and not disclose it to any third party, except (i) to employees, contractors, or service providers who require access to perform the Services and who are bound by confidentiality obligations, or (ii) as required by law. The Provider will not store Code on a permanent basis and will not use any Code for training, fine-tuning or otherwise improving the Provider's or any third party's AI,

LLM or other machine learning models. At any time, and upon the Customer's request, the Provider will promptly and fully delete and cease the use of any submitted Code to the extent such Code is still stored by the Provider. All rights to the Code remain with the Customer.

- 5.2 The Customer is responsible for ensuring that they have the necessary rights to provide the Code to the Provider and that such submission does not infringe the rights of any third party. The Customer further grants the Provider a non-exclusive, worldwide, royalty-free license to use, process and analyse all content, data and other materials inputted by the Customer into the Services solely for the purpose of providing, operating and maintaining the Services. Notwithstanding the foregoing, for the specific "Inference" product, any inputs and outputs are only processed to generate the respective result for the Customer and are not stored beyond what is technically necessary for this purpose, nor used for training, improvement or analysis of the Provider's or any third party's AI, LLM or other machine learning models.

6. Restrictions on Use / Prohibited Use Cases

- 6.1 The use of the Service is strictly prohibited for any unlawful, high-risk, or unauthorized purposes. Prohibited use includes, without limitation:
- a) Any activity violating applicable laws, regulations, governmental orders, or third-party rights, including intellectual property, data protection, or personality rights;
 - b) Use in applications or operations essential to human life, health, or safety;
 - c) Unlawful processing, storage, or transmission of data or content;
 - d) Use in the creation, operation, or management of military, defense, or critical infrastructure systems;
 - e) Storing or transmitting offensive, racist, defamatory, or otherwise unlawful content;
 - f) Storing or transmitting spam, malicious code, viruses, or any software, files, or programs that could disrupt, damage, or limit the functionality of software, hardware, or telecommunications equipment;
 - g) Cryptocurrency mining as well as any malicious use of the GPU or CPU resources that could cause damage, accelerated degradation, or destruction of the hardware (such as activities that could 'burn' or irreparably harm the hardware);
 - h) Modifying, decompiling, reverse engineering, disassembling, or otherwise attempting to extract or derive the source code from the Service;
 - i) Changing, removing, or adding copyright notices, legal reservations, or proprietary markings;
 - j) Use as a reseller or sublicensing to third parties.

- 6.2 The Provider reserves the right to block or terminate accounts in the event of any prohibited, abusive, or non-compliant use.
- 6.3 No copyright notices or other legal reservations may be altered, removed, or added.

7. Trial Phase

- 7.1 The Provider may, at its sole discretion, offer Customers flexible trial periods.
- 7.2 These GTC apply during any trial period. The pricing and scope of service for the trial are subject to separate arrangements.

8. Updates and Upgrades

- 8.1 The Provider is entitled to update and expand the content and functions of the Service at any time in order to ensure its high quality standard on an ongoing basis ("**Update**"). During the term of the contract, the Provider shall provide the updates required to maintain the contractual conformity of the Service.
- 8.2 If an Update must be installed or activated by the Customer itself and the Customer fails to install or activate the required Update despite being requested to do so by the Provider, the Provider shall not assume any responsibility for a defect in the Service that is attributable to the lack of such Update.
- 8.3 Improvements, innovations and extensions or new functions of the Service ("**Upgrades**") are not covered by the contractually owed maintenance services. Upgrades shall be provided against separate remuneration on the basis of a separate agreement. However, the Provider is free to provide such upgrades free of charge.

9. Pricing & Price List

- 9.1 Pricing shall be determined by the Provider in accordance with the current Price List published by the Provider, unless otherwise individually agreed in text form between the Provider and the Customer. All prices are exclusive of applicable value added tax (VAT) or sales taxes. The Customer shall be solely responsible for payment of any other applicable taxes, duties, or charges.

Pricing [List](#): Here - For enterprise discounts contact us at magnus@lyceum.technology.

- 9.2 Payments are due according to the provisions of the Price List unless otherwise agreed in writing by the Provider and the Customer.
- 9.3 The Provider reserves the right to amend the Price List or individual prices, provided that the Customer is notified in advance with a notice period of four (4) weeks in accordance with the GTC. Price amendments shall become effective unless the Customer objects within an objection period of four (4) weeks from notification. If the Customer objects to a price increase within this period, the Provider may

extraordinarily terminate the Contract with one (1) month's notice.

10. Support

- 10.1 The Customer shall inform the Provider immediately of any errors or defects in the Service. In this case, the Provider shall make reasonable efforts to keep the downtime and rectification time as short as possible. Errors shall be categorized according to their severity and the Provider shall give priority to rectifying serious errors.
- 10.2 If reported errors are caused by improper or non-contractual use of the Service by the Customer, the Customer shall reimburse the costs incurred for error correction at standard market conditions.
- 10.3 Support services and general consulting services (e.g. user training) shall be provided by the Provider upon corresponding agreement and against separate remuneration. However, the Provider is free to provide such support and general consulting services free of charge.
- 10.4 The Customer is invited to provide feedback on the Service and on the support and maintenance services. The Provider shall take this feedback into account in order to continuously improve the quality of its services. The Customer grants the Provider the right, free of charge and unlimited in terms of time, place and content, to use the feedback to improve the Service of the Provider.

11. Open Source Software

- 11.1 If the Service contains software that includes open source software, the Provider is obligated, if and insofar as required by the relevant open source license terms, to make the corresponding source code and license terms available to the Customer.
- 11.2 The rights of use provided under these GTC do not apply to open source components of the Service, unless expressly permitted by the relevant open source license terms. The use of such open source components is subject solely to the conditions of the applicable open source licenses.

12. AI Usage

- 12.1 The Provider uses AI systems as part of the provision of Service.
- 12.2 Where results are generated by AI systems, the Provider shall not be responsible for their accuracy, freedom from third-party rights, or compliance with data protection requirements. The Provider shall not be liable for any damages resulting from the Customer making decisions solely on the basis of AI-generated results.
- 12.3 The use of AI systems in connection with applications classified as prohibited under Article 5 or as high-risk under Articles 6 et seq. of Regulation (EU) 2024/1689 ("**AI Act**"), including but not limited to social scoring, manipulative influence, biometric

remote identification, or other safety- or health-critical domains, is expressly prohibited unless the Parties have entered into a separate agreement permitting such use.

- 12.4 If the Provider's services are required to support the Customer in ensuring compliance with the AI Act or any other applicable AI regulation (e.g., preparation of documentation, risk assessments, or similar compliance measures), such support shall only be rendered if contractually agreed and shall be subject to a separate fee.

13. Provision of Service

- 13.1 The Provider does not guarantee uninterrupted or error-free Availability of the Service. The Provider shall, however, use commercially reasonable efforts to ensure that the Service is generally available for use by the Customer. For the purposes of this clause, "**Availability**" means the Customer's ability to use the agreed functionalities of the Service without material restriction. Periods of downtime resulting from maintenance work shall not be deemed to reduce Availability.
- 13.2 Maintenance services are included in the remuneration for the provision of the Service. Such maintenance services include regular checks of the Service to ensure contractual performance and security, including the correction of errors and the provision of updates, patches, or releases. The Provider shall give reasonable consideration to the Customer's legitimate interests and shall inform the Customer in due time of any necessary maintenance work. As a rule, maintenance work shall be performed outside normal business hours.

14. Warranties

- 14.1 The Provider shall maintain and update the Service with the care customary in the industry. No guarantee is given for the correctness, completeness and accuracy of the content and other services.
- 14.2 The Provider draws the Customer's attention to the fact that, given the current state of technology, it is not possible to keep software products completely free of errors with reasonable effort. However, the Provider shall keep the Service free of such defects that impair its suitability for contractual or intended use more than insignificantly. The Customer shall notify the Provider immediately of the nature and occurrence of any material defects.
- 14.3 The Customer shall inform the Provider immediately of the assertion of claims by third parties which they assert against the Provider due to the contractual use of the Service. The Provider is entitled, but not obliged, to defend the asserted claims at its own expense.
- 14.4 If the Service infringes the rights of third parties and this constitutes a defect of title, the Provider shall, at its own discretion and at its own expense, (a) procure a corresponding right of use for the Customer or (b) redesign the Service without infringing rights. If the Provider is unable to remedy the situation, the Provider shall be entitled to terminate the contract without notice. The Provider shall take due

account of the Customer's interests when selecting the remedial measures.

14.5 Warranty claims shall expire after twelve (12) months.

14.6 The Provider shall not be liable for initial defects regardless of fault; § 536a para. 1 Alt. 1 German Civil Code does not apply. In all other respects, the limitations of liability of these GTC shall apply.

15. Liability

15.1 If the Provider is liable under statutory provisions for damage caused by slight negligence, the Provider's liability shall be limited: In this case, liability shall only exist in the event of a breach of material contractual obligations; these are obligations whose fulfillment is essential for the proper execution of the Contract and on whose compliance the Customer regularly relies on and may rely.

15.2 Liability is also limited to the typical damage foreseeable at the time of conclusion of the Contract but not exceeding the amount of the remuneration due for the year in question.

15.3 Irrespective of any fault on the part of the Provider, any liability for fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk under the Product Liability Act shall remain unaffected.

15.4 Liability for loss of data shall be limited to the typical recovery costs that would have been incurred if backup copies had been made regularly and in accordance with the risks involved, subject to the further provisions of this section. Liability for loss of data is excluded if the Customer has not made regular backups.

15.5 Insofar as the Provider's liability for damages is excluded or limited in accordance with the above provisions, this shall also extend to the personal liability of the executive bodies, employees and other staff, representatives and vicarious agents and shall also apply to statutory liability in tort.

15.6 The limitations of liability in this section shall not apply in the event of intent and gross negligence or injury to life, limb or health.

15.7 The Customer shall indemnify the Provider against any claims by third parties who have suffered damage as a result of a breach of the provisions of these GTC. The Provider reserves the right to block and, if necessary, delete the Customer's account and terminate the contract in the event of a breach of the GTC.

16. Term and Termination

16.1 The Contract term is set out in the respective offer to the Customer. The Contract shall be extended by the agreed Contract term if it has not been properly terminated with a notice period of fourteen (14) calendar days to the end of the respective Contract term.

16.2 The right to extraordinary termination for good cause remains unaffected.

- 16.3 Declarations of termination must be made in text form to be effective. This excludes instant messaging services or SMS.
- 16.4 Upon termination of the Contract, the right to use the Service shall expire.
- 16.5 In the event of ordinary termination of the Contract or justified extraordinary termination by the Provider, the Customer shall be obliged to cease using the Service immediately at the end of the Contract term. Any remuneration already paid shall be reimbursed on a pro rata basis.

17. Data Protection

- 17.1 When handling the Customer's personal data, the Provider shall comply with the statutory provisions on the protection of personal data, in particular those of the GDPR and the German BDSG.
- 17.2 The Provider and its employees or vicarious agents are prohibited from processing personal data obtained in the context of the contract for any purpose other than the purpose of fulfilling the respective task; the Provider is not permitted to disclose or make such data accessible to third parties unless this is necessary for the fulfillment of the Contract.
- 17.3 The Customer is responsible for the processing of personal data in connection with the provision of the Service from a data protection perspective. In particular, the Customer is responsible for ensuring that the use of the Service in the specific application complies with the data protection regulations, in particular the provisions of the GDPR, the BDSG and, if applicable, the German TDDDG. The Provider assumes no legal review or responsibility for the admissibility under data protection law of the processing of personal data initiated or carried out by the Customer.
- 17.4 With regard to the provision of the Service for the Customer, the Provider shall act as a processor under data protection law. Against this background, the agreement on order processing pursuant to Art. 28 GDPR (**Annex 1**) shall become an integral part of these GTC. In the event of contradictions between the order processing agreement and these GTC, the provisions of the order processing agreement shall take precedence.

18. Confidentiality

- 18.1 The Parties are obliged to treat all confidential information and trade secrets obtained within the scope of the respective Contract as confidential, in particular not to pass them on to third parties or to use them for purposes other than contractual purposes. "**Confidential information**" is information that a reasonable third party would consider worthy of protection or that is marked as confidential.
- 18.2 The Parties shall take appropriate technical and organizational precautions to prevent third parties from gaining access to Confidential Information.
- 18.3 The Parties undertake to agree with all employees and subcontractors a regulation with the same content as the preceding paragraph.

- 18.4 After consultation with the Customer, the Provider may advertise the customer relationship with the Customer, i.e. in particular publicly name the Customer as a customer, use the customer logo on the Provider website and in the context of social media.

19. EU Data Act Compliance

- 19.1 The export and transfer of customer data may be requested, subject to the technical and organizational capabilities of the Provider. The Customer acknowledges, however, that any data stored by the Provider is of a transient nature, provided solely on a technical basis for the operation of the Services, and does not give rise to any obligation to provide the Customer with a dedicated or persistent cloud storage solution. The Provider expressly does not assume any duty to permanently retain or archive Customer data.
- 19.2 Should the Customer require rights or procedures under Regulation (EU) 2023/2854 ("**EU Data Act**"), the Parties may, upon the Customer's request, incorporate an annex regulating such matters in accordance with statutory and contractual requirements. Any such EU Data Act Annex shall become legally binding only upon its express inclusion and mutual agreement by the Parties.

20. Business Continuity

- 20.1 The Provider shall be entitled, at any time and without the Customer's consent, to assign or transfer, in whole or in part, any and all of its rights and obligations under the Contract to third parties, including but not limited to affiliates, purchasers, investors, or any other legal entities.
- 20.2 The Provider may further assign, pledge, securitize, or otherwise use any rights or claims arising from this Contract for purposes of financing, collateralization, or similar transactions, without the Customer's consent.
- 20.3 The Customer's obligations for performance and payment shall remain unaffected by any such assignment or transfer. The Customer shall not be entitled to object to or withhold performance due to such assignment or transfer, except in respect of undisputed or legally established counterclaims.

21. Miscellaneous

- 21.1 The Customer may only offset claims of the Provider against the Customer's own claims if such claims are undisputed or have been established by a final court decision.
- 21.2 The Customer may only assert a right to refuse performance or a right of retention to the extent that the underlying counterclaims are undisputed or have been established by a final court decision.
- 21.3 The Provider may make reasonable changes to these GTC for the Customer.

Amendments to these GTC shall become part of the contract if the Customer has been notified of the amendments by e-mail, the Customer does not object within four (4) weeks of receipt of the notification and the Provider has expressly informed the Customer of this consequence in the notification of amendment. If the Customer objects to the changes in due time, the changes shall not take effect for the Customer. In this case, the provider has the right to terminate the contractual relationship with a notice period of two (2) weeks, if a continuation of the Contract without the changes is impossible or unreasonable for the Provider. This clause shall not restrict any other options for amendment.

- 21.4 Should individual provisions of the GTC and Contract be wholly or partially invalid, or should there be a loophole in this Contract, this shall not affect the validity of the remaining provisions.
- 21.5 This GTC and Contract is subject to the law of the Federal Republic of Germany to the exclusion of the conflict of laws. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. The place of performance and exclusive place of jurisdiction for all legal disputes arising from the contract shall be the registered office of the Provider.