KI-DENKRAUM

Terms for the Quarterly Report

of the KI-Denkraum

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English translation for information purposes. Only the German version is authoritative: kidenkraum.com/de/agb-quartalsbericht/2026-11-22

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§ 1 Provider, scope and customers

(1) The provider of the Quarterly Report of the KI-Denkraum is lennartgehl.com GmbH, Hans-Henny-Jahnn-Weg 53, 22085 Hamburg, registered in the commercial register of the Local Court (Amtsgericht) Hamburg under HRB 173152, represented by the managing director Lennart Maximilian Gehl, email hallo@kidenkraum.com (hereinafter “we”).

(2) These terms apply to the purchase of an edition of the Quarterly Report via kidenkraum.com or on invoice (§ 3). The KI-Denkraum Platform, that is the trial, the subscription, teams and individual contracts, is governed solely by the terms and conditions of the KI-Denkraum (kidenkraum.com/en/agb); training and consulting by the terms for training and consulting (kidenkraum.com/en/agb-beratung). The purchase of the Quarterly Report grants no access to the Platform. Anyone with a paid seat on the Platform, under the subscription or an individual contract, or who uses the Platform in a pilot, can read every edition online in their own account, also through an AI tool they connect to their account themselves, for their own work; this is governed solely by the terms and conditions of the KI-Denkraum and does not apply during the trial. The PDF file and the right to pass the Quarterly Report on within the business (§ 6(2)) are not part of this; they require the purchase of an edition under these terms or an in-house licence. An in-house licence of the KI-Denkraum, by contrast, includes it: a business with an in-house licence receives every edition without a separate purchase and may use it like the other content of the Platform within the scope of its in-house licence; the details are governed by the individual contract on the in-house licence.

(3) The Quarterly Report is intended exclusively for businesses (entrepreneurs within the meaning of § 14 of the German Civil Code (BGB)), legal persons under public law and special funds under public law; we do not enter into contracts with consumers (§ 13 BGB). Before the purchase, the person acting therefore confirms in a declaration that is not pre-selected that they buy for a business and not as a consumer; we store the confirmation with its time and wording. In case of doubt, we may request evidence, such as the VAT identification number, and refuse the purchase.

(4) The Customer is the business named as the invoice recipient in the checkout or in the invoice request. The person acting warrants that they may act for the Customer; without that authority, they are liable under the statutory provisions (§ 179 BGB).

(5) General terms and conditions of the Customer do not apply, even if we do not object to them or perform, unless we have expressly consented to their application in text form (§ 126b BGB, e.g. by email). Individual agreements take precedence over these terms.

§ 2 The Quarterly Report

(1) The Quarterly Report is published in one edition per calendar quarter. An edition consists of a PDF file in presentation format and an online version with the same content, which the Customer opens via a personal

link (§ 5). Part A presents use cases of AI in companies that were reported in podcast conversations of the quarter. Part B describes how organisations govern the use of AI, what worked and what did not. The scope and structure of an edition follow from its description on the edition's page at the time of purchase.

(2) Each purchase concerns one edition. There is no subscription to the Quarterly Report: we deliver further editions only if the Customer buys them, and we do not owe that further editions are published.

(3) An edition is published in German. If it is later also published in English, the English version is part of the purchase, without us owing its publication or a date; it is then available via the same link (§ 5(1)).

(4) The content is based on publicly accessible podcast conversations. The statements reproduced come from the guests and hosts of the episodes; we do not adopt them as our own and give no warranty as to their accuracy, completeness or currency. We prepare the content with editorial care and use AI tools for transcription, extraction and translation; errors in this cannot be ruled out entirely. The original conversation, to which the edition links where possible, is authoritative.

(5) The content serves information and orientation purposes. It is not legal, tax, financial, data protection or IT security advice and no recommendation for an individual case. The Customer remains responsible for decisions taken on the basis of it.

(6) Rights in podcasts, cover images, trade marks and company names belong to the respective rights holders. Naming a company or a person establishes no partnership with, recommendation by or approval from them.

§ 3 Purchase and conclusion of the contract

(1) The presentation of an edition on kidenkraum.com is not a binding offer but an invitation to order.

(2) A purchase by card proceeds as follows: on the edition's page, the Customer chooses "Buy" and switches to the checkout of our payment service provider. There they enter the billing details (business, address, VAT identification number if applicable), the email address for the purchase email and the invoice, and the payment method, confirm with a checkbox that is not pre-selected that they buy for a business and accept these terms, and submit a binding offer with the payment button. Before submitting, they can review and correct their entries or cancel the purchase.

(3) We accept the offer by making the edition available after payment or by sending the purchase email (§ 5(1)), whichever comes first; the purchase email also confirms receipt of the order. If the payment fails, no contract is concluded.

(4) Purchase on invoice: on request in text form to sales@kidenkraum.com, stating the business, the billing address, the VAT identification number if applicable and the email address for the purchase email and the invoice, we issue an invoice via our payment service provider before delivery. We issue invoices to businesses only; the request names the business as the invoice recipient (§ 1(3) and (4)). The invoice is our binding offer; it names these terms with their identifier. By paying within the period stated in the invoice (§ 4(2)), the Customer accepts the offer; the contract is concluded when the payment is received. If the payment arrives only after that period, we may refuse the order and refund the amount.

(5) The language of the contract is German. We store the edition, the time, the price and the version of these terms applicable at the purchase; the purchase email names and links it. Every version can be retrieved under its identifier as a page and saved as a PDF. We have not submitted to any code of conduct.

§ 4 Price and payment

(1) The price stated on the edition's page and in the checkout at the time of purchase applies, for a purchase on invoice the price in the invoice. Prices are net plus statutory VAT and apply per edition and per Customer.

(2) In the checkout, the Customer pays immediately with the chosen payment method. An invoice under § 3(4) is payable by bank transfer within 14 days of receipt without deduction.

(3) VAT depends on the Customer's registered office and its details in the checkout or in the invoice request; the checkout calculates it. If the Customer has its registered office in another EU member state and provides a valid VAT identification number, it owes the VAT in its own state (reverse charge procedure). We may check the number via the confirmation service of the European Commission (VIES). If the requirements are not met or details prove to be incorrect, we may charge VAT subsequently.

(4) We issue invoices electronically as PDFs; the Customer receives them with the purchase email or via the link in it. The Customer agrees to electronic invoices. Where the law requires a structured electronic format, we use that format.

(5) In the event of late payment, the Customer owes default interest at the statutory rate and the lump sum under § 288(5) BGB; further damage remains unaffected. The Customer bears the costs of a chargeback for which it is responsible.

(6) If a payment is reversed or disputed, we may block the link until the price has been paid; the right of use under § 6 arises only upon full payment.

§ 5 Delivery, personal link and versions

(1) Upon receipt of payment, we make the edition available immediately: for download as a PDF file and as an online version. The Customer reaches both via a personal link, which we send with the purchase email to the email address provided at the purchase. The link contains the edition, the identifier of the invoice and its expiry date and is protected against alteration (signed). The Customer ensures that the address provided is correct and reachable.

(2) The link is valid for twelve months from the purchase. After that, the download and the online version are no longer reachable via it; the Customer may continue to use the downloaded file under § 6. There is no entitlement to a new link or to the renewed provision of lost files after expiry. During the term, we resend the purchase email on request in text form.

(3) The link is intended for the Customer and the persons in its business (§ 6(2)). The online version shows the Customer's name ("Licensed to …"); the PDF file may carry it as well. If the link is made publicly accessible or there are concrete indications of use outside the Customer, we may block it. We choose the mildest suitable means, inform the Customer at the address provided at the purchase and issue a new link on request once the reason has ceased to apply. A justified block leaves the price unaffected.

(4) We may correct and supplement an edition. Corrections are published as a new version of the same edition, with a date; the link then delivers the current version, which states its date. If we correct a substantive error, we inform the buyers of the edition by email to the address provided at the purchase. Beyond that, we owe no updates: developments after the editorial deadline of an edition are not added to it.

(5) We do not guarantee any specific availability of the online version; maintenance and further development may restrict it temporarily. The PDF file is available to the Customer independently of this once it has been downloaded. The Customer is responsible for its internet connection, devices and browsers. In the event of

force majeure and comparable events beyond our reasonable control, the affected performance obligations are suspended for the duration and to the extent of the disruption.

§ 6 Rights of use

(1) All rights in the edition, in particular in texts, selection, arrangement, design, graphics and methods, belong to us or our licensors. The Customer receives only the rights that this section expressly grants.

(2) Upon full payment, we grant the Customer the non-exclusive, non-transferable and non-sublicensable right, unlimited in time, to use the purchased edition in all its versions and language versions for the internal purposes of its business. This includes in particular

1. passing on the file and the link to employees and to freelancers working for the Customer, including via an internal repository, and printing the edition,
2. showing the edition in internal settings, such as meetings, committees and workshops of the Customer,
3. including excerpts with attribution (“KI-Denkraum, Quarterly Report Q3 2026”) in its own internal materials, such as presentations and decision papers,
4. using the edition with an AI assistant that the respective person uses alone for their own work, for example to ask questions about the text, provided the service used does not use the content for training or fine-tuning AI models that are available to third parties.

(3) Without a separate agreement, it is in particular not permitted

1. to publish the edition or parts of it, make them accessible to third parties, pass them on, sell, rent or otherwise exploit them; third parties include companies affiliated with the Customer (§ 15 of the German Stock Corporation Act (AktG)),
2. to prepare the content for customers, members, event participants or other external audiences,
3. to load the edition into shared systems that several persons access, such as the business’s AI assistants, knowledge systems, intranet search or learning platforms; such use is permitted by the in-house licence of the KI-Denkraum, which includes the Quarterly Report (§ 1(2)),
4. to use the content for training, fine-tuning, testing or validating AI models that are available to third parties,
5. to remove or circumvent attributions, the licence notice or technical protection measures.

(4) Each legal entity needs its own purchase of the edition; we offer an edition for several companies of a group or for shared systems on request to sales@kidenkraum.com.

(5) Publicly known facts and the Customer’s own knowledge remain freely usable; this includes what a guest or host said in an episode. The selection, structure and editorial texts of the edition are not such facts. Statutory permissions of use, such as the right of quotation, remain unaffected.

(6) The edition contains verbatim quotations from podcast conversations. In third-party content, we grant only the rights that we ourselves hold or that are permitted by law; the rights of authors, speakers and rights holders remain unaffected.

§ 7 Obligations of the Customer

(1) The Customer ensures that the persons to whom it makes the edition or the link accessible comply with § 6. Their breaches are attributed to the Customer.

(2) The Customer informs us without undue delay if it becomes aware of use outside its business or of misuse of the link, and cooperates reasonably in investigating and ending it.

(3) The Customer indemnifies us against justified third-party claims based on the Customer or the persons attributable to it exceeding the granted rights of use in a manner for which the Customer is responsible, including the reasonable costs of legal defence. We inform the Customer without undue delay of such claims, do not acknowledge them without its consent and enable it to participate in the defence. Contributory fault on our part is taken into account.

§ 8 Defects

(1) The provision of the edition is governed by the statutory provisions on sales (§§ 433 et seq., 453 BGB), unless these terms provide otherwise.

(2) The Customer notifies us of defects without undue delay in text form and describes them in such a way that we can understand them; if the Customer is a merchant (Kaufmann), § 377 of the German Commercial Code (HGB) applies. We remedy defects within a reasonable period, at our choice by a corrected version or by renewed provision.

(3) A defect does not exist merely because the Customer assesses an editorial selection or classification differently, because statements by third parties are incorrect, because an external link no longer works at a later date, because a development after the editorial deadline is missing or because a hoped-for business success fails to materialise.

(4) Claims for defects become time-barred twelve months after provision. This does not apply to claims under § 9(1) and in the case of fraudulent concealment of a defect; the statutory periods apply to those.

(5) Damages and reimbursement of futile expenses are governed by § 9.

§ 9 Liability

(1) We are liable without limitation

1. in the case of intent and gross negligence,
2. in the case of culpable injury to life, body or health,
3. insofar as we have expressly assumed a guarantee, fraudulently concealed a defect or expressly assumed a procurement risk, and
4. under the German Product Liability Act (Produkthaftungsgesetz) and on the basis of other mandatory statutory liability. Claims of data subjects under Art. 82 GDPR remain unaffected insofar as we are liable under it.

(2) In the case of simple negligence, we are liable only for the breach of a material contractual obligation. Material contractual obligations are obligations whose fulfilment is what makes the proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely. In that case, liability is limited to the damage that was recognisable at the conclusion of the contract as a typical and foreseeable consequence of the breach of obligation.

(3) Within the limit of liability under paragraph 2, liability is limited to €10,000 per loss event and to €20,000 in total for all loss events arising from the purchase of one edition. Several instances of damage arising from the same breach of obligation are deemed one loss event. The maximum amounts apply in aggregate to all claims of the Customer and of the persons to whom it makes the edition accessible. The maximum amounts

apply only insofar as they cover the damage foreseeable at the conclusion of the contract and typical for the contract; otherwise, the limit of liability under paragraph 2 continues to apply to the amount exceeding them.

(4) If, before the purchase, the Customer recognises circumstances from which an unusually high risk of damage may arise, it points this out to us in text form. The statutory provisions on contributory fault remain unaffected.

(5) In the event of loss of data caused by simple negligence, the recoverable cost of restoration is limited to the cost that would have been incurred with proper, regular data backups; this applies to data that the Customer itself controls, such as the downloaded file.

(6) We are not liable for the Customer's own decisions or publications, for its edits or for the availability and accuracy of the content of external sources, unless there is a culpable breach of obligation on our own part.

(7) The limitations of liability apply to all claims for damages and reimbursement of expenses irrespective of their legal basis and accordingly in favour of our corporate bodies, legal representatives, employees, freelancers and vicarious agents (Erfüllungsgehilfen).

(8) Claims for subsequent performance and statutory rights of withdrawal and price reduction are not restricted by this section.

§ 10 Data protection

We process the data of the purchase, the purchase email and the link under our own responsibility; which data, what for and for how long is set out in the privacy policy (kidenkraum.com/en/datenschutz, section 9). For the Quarterly Report, we do not process data on behalf of the Customer; a data processing agreement is therefore not required.

§ 11 Versions of these terms

Each purchase is governed by the version of these terms that applies at the conclusion of the contract and that the purchase email or invoice names. A new version applies only to later purchases and does not change a concluded contract. Every version remains available under its identifier.

§ 12 Final provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) The place of performance is our registered office.

(3) If the Customer is a merchant, a legal person under public law or a special fund under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from the contract is Hamburg. We may also sue the Customer at its general place of jurisdiction. Mandatory statutory places of jurisdiction remain unaffected.

(4) The German version of these terms is authoritative. The English version is a translation for information.

(5) The Customer may set off only claims that are undisputed, finally established by a court or ready for decision, or that arise from the same contractual relationship. It may exercise a right of retention only on account of claims arising from the same contractual relationship.

(6) Declarations concerning the contract may be made in text form, in particular by email, unless the law requires a stricter form. We send our notices to the email address provided at the purchase. The Customer addresses its declarations to hallo@kidenkraum.com.

(7) The Customer may transfer rights and obligations under the contract to third parties only with our consent. § 354a HGB remains unaffected.

(8) If a provision of these terms is wholly or partly invalid, the contract remains valid in all other respects. The statutory provision takes the place of the invalid provision.