

General Terms and Conditions

1. Scope of Services and Governing Terms

- 1.1 Idem.gg GmbH, Kolonnenstr. 8, 10827 Berlin, Germany (hereinafter "**Provider**") offers a matchmaking and rating system for multiplayer games (hereinafter "**Software Service**"). The Software Service enables companies in the gaming industry, such as game developers, publishers and game platform operators (hereinafter "**Customer**"), to assess and categorize the skill levels of their players (hereinafter "**Players**") and to match them based on their skill level. The Provider delivers the Software Service subject to and in accordance with these General Terms and Conditions (hereinafter "**GTC**").
- 1.2 Any terms and conditions of the Customer that conflict with, deviate from, or supplement these GTC shall not form part of the contract unless the Provider has expressly agreed to their validity in writing. The Provider's acceptance of orders, provision of services, or reference to documents containing the Customer's or third parties' terms and conditions does not constitute consent to such terms, even if the Provider is aware of them.

2. Contract Formation and Registration

- 2.1 To access the Provider's services, Customers must successfully register on the Provider's platform ("**Platform**") at <https://console.idem.gg>
- 2.2 By clicking the "Signup" button on the Platform, the Customer submits an offer to enter into a contract for the use of the Platform and the Software Service in accordance with these GTC ("**Contract**").
- 2.3 During registration, the Customer must provide complete and accurate information and promptly update this information if changes occur after registration. The Customer must keep their chosen access credentials confidential and not disclose them to third parties.
- 2.4 The Provider's services are exclusively aimed at entrepreneurs as defined in Section 14 of the German Civil Code (BGB). Registration is only permitted for natural persons, legal entities, or partnerships with legal capacity acting for purposes related to their trade, business, or independent professional activities.
- 2.5 The Contract is concluded when the Provider accepts the Customer's offer by confirming successful registration via e-mail and granting the Customer access to the Platform.
- 2.6 The Provider reserves the right to delete Customer accounts that have been inactive for an extended period. Prior to deletion, the Provider will notify the Customer via email. The Customer may reactivate the account by using it within

the period specified in the email. If the account remains inactive during this period, it will be deleted. Deletion of the Customer account constitutes termination of the contractual relationship by the Provider (Section 14.1).

3. Service Description and Functionality

- 3.1 The Provider provides the Software Service as a Software as a Service (SaaS) solution, accessible to the Customer via the Internet. The Provider supplies an API (REST or web socket connection) to access and utilize the Software Service.
- 3.2 The Provider makes the Software Service available to the Customer at the router exit of the Provider's data centre ("**Transfer Point**"). The Customer is responsible for implementing the Software Service within their own application.
- 3.3 The Software Service provides functionalities for the matchmaking process in multiplayer games. These functionalities include algorithmic player matching, rating and ranking, and tools for player experience assessment. A comprehensive description of the Software Service and its features is available at https://docs.idem.gg/latest_release.
- 3.4 The description referred to in Section 3.3 is exhaustive. Any additional performance characteristics require express written agreement between the parties. Public statements (including advertising) or statements made by the Provider's employees do not constitute representations of quality unless expressly confirmed in writing by the Provider's management. This also applies to any guarantees made by the Provider's employees prior to the conclusion of the contract.

4. Rating and Matchmaking Process

- 4.1 The rating and matchmaking process via the Software Service typically involves the following steps:
 - 4.1.1 The Customer's Players connect to the Customer's game backend, which initiates matchmaking through the API endpoint ("Server-based Architecture"). Alternatively, players may connect directly to the Software Service ("Player-based Architecture").
 - 4.1.2 Players are matched based on the Provider's rating and matchmaking process.
 - 4.1.3 Upon successful matchmaking, a game server is started via one of the following methods:
 - 4.1.3.1 The match is returned to the Game Backend, which then launches a Game Server and connects the Player to it;
 - 4.1.3.2 The match is delivered to the Provider's internal Launcher. The Launcher uses stored credentials of the Customer to initiate a

Game Server on a third-party platform (e.g., Hathora, i3D.net). The URL of that game server is then provided to the entity that initiated the process as per Section 4.1.1 (either the Player or the Game Backend).

4.1.3.3 At the conclusion of the game, the results are sent back to the Software Service. Player ratings and rankings are updated accordingly.

4.2 The Customer is solely responsible for any additional costs or liabilities arising from player behavior, particularly in the context of the "player-based architecture". This includes, but is not limited to, costs incurred through misuse (e.g., creation of "fake games" or other manipulations) and any resulting charges from third-party service providers engaged by the Customer. Such occurrences do not affect the Provider's claim to remuneration. The Customer shall implement appropriate techniques and measures to prevent and mitigate any form of abuse or misuse that could lead to additional costs.

5. Rights of Use

5.1 Subject to the following provisions and conditional upon the Customer paying any applicable fees to the Provider in accordance with Section 9, the Provider grants the Customer a non-exclusive, non-transferable right to use the Software Service for the purposes specified in this Agreement during the term of the Agreement.

5.2 The Customer may grant access authorizations for the Software Service to its own employees to the contractually agreed extent. Beyond this, the Customer is prohibited from sublicensing, licensing, selling, leasing, renting, or otherwise making the Software Service available to third parties.

5.3 The Provider reserves the right to temporarily limit or suspend the Customer's access to the Software Service if there is a high probability that unauthorized use by the Customer, an authorized user, or a third party using the Customer's access data could harm the Software Service, other customers, or third-party rights, and immediate action is necessary to prevent damage. In such cases, the Provider shall inform the Customer immediately of such limitation or suspension. Where circumstances permit, the Customer shall be informed in advance by email. The Provider shall restrict the limitation or suspension in terms of time and scope to what is reasonably necessary under the circumstances.

6. Customer Obligations

6.1 The Customer shall refrain from any actions that could disrupt the smooth operation of the Software Service. In particular, the Customer shall only use the Software Service as permitted under this Agreement and shall not use it in any unintended way.

- 6.2 The Customer agrees to support the Provider as necessary and take all required measures to comply with legal requirements. Specifically, the Customer agrees to:
- 6.2.1 Promptly notify the Provider of any services not provided in accordance with the contract;
 - 6.2.2 Establish the necessary technical conditions within its control to use the available functions;
 - 6.2.3 Provide all data and information accurately, completely, and in an up-to-date manner;
 - 6.2.4 Use the API exclusively in accordance with the documentation and instructions provided by the Provider to ensure proper integration and functionality.
- 6.3 The Customer shall bear any disadvantages and costs arising from a breach of its cooperation obligations. If the Customer fails to fulfil its obligations properly, the Provider is entitled to suspend those services that cannot be provided without the Customer's cooperation or can only be provided with disproportionate additional effort, for the duration of the default. This does not affect the Provider's other rights.

7. **Software Service Updates and Modifications**

- 7.1 The Provider may improve, expand, replace, and adapt the functions of the Software Service to technical progress (hereinafter: "**ongoing changes**").
- 7.2 If an ongoing change significantly affects the Customer's legitimate interests (hereinafter: "**significant change**"), the Provider shall inform the Customer at least one month before implementing the planned change by email. The notification shall include the planned date of implementation and highlight the Customer's right to terminate the contract at any time according to Section 14. If the Customer is not informed about a significant change as stipulated above, they may declare termination with immediate effect within one month of the change's implementation.

8. **Availability and Troubleshooting**

- 8.1 The Provider shall provide the Software Service in the production stage ("Prod") with an availability of 99.5% per calendar month. Availability is calculated as follows: the time the Software Service is accessible divided by the total time in the respective calendar month.
- 8.2 Software Service rendered through any other stage (e.g. "Int", "Beta") shall be provided with an availability of 97.0% per calendar month.

- 8.3 The contract's performance specifications pertain exclusively to the quality of the Software Service provided by the Provider at the Transfer Point. Impairments during data transmission from this point to the Customer or within the Customer's IT infrastructure are excluded from these specifications.
- 8.4 The Customer is responsible for reporting any impairments of Software Service usage to the Provider in as much detail as available and necessary to facilitate effective and efficient troubleshooting. Reports on critical impairments should be submitted by phone through +1 (205) 519-3149 or any other phone number provided on <https://docs.idem.gg/support>. The Provider will endeavour to resolve such impairments promptly, typically within 3 hours. Non-critical impairments shall be reported via email to match@idem.gg. The Provider will endeavour to resolve such impairments promptly, typically within 48 hours. However, the usability of the Software Service is not guaranteed beyond the agreed availability as per Section 8.1.

9. Remuneration and Offsetting

- 9.1 The Customer agrees to pay the Provider the agreed usage fee plus statutory VAT for the provision of the Software Service. Unless otherwise agreed, the remuneration is based on the Provider's price list available at <https://www.idem.gg/pricing> valid at the time of contract conclusion.
- 9.2 The Provider will charge the Customer's payment method on record monthly.
- 9.3 Any objections to the billing of services provided by the Provider must be raised by the Customer in writing to the address specified on the invoice within a period of eight weeks after receipt of the invoice. If no objection is raised within this period, the invoice shall be deemed accepted. Each invoice will include a notice informing the Customer of this acceptance period and its implications.
- 9.4 If the Customer is in default of payment, the Provider's obligation to render services is suspended, unless such suspension is unreasonable for the Customer, e.g., if the outstanding amount is relatively minor.
- 9.5 The Customer is only entitled to offset his own claims against claims of the Provider if his claims (a) have been legally established; (b) are undisputed; or (c) have been recognized by the Provider.

10. Confidentiality

- 10.1 The parties commit to treating as confidential all information of the other party that becomes known to them based on this contract, particularly information of a technical and commercial nature, as well as intentions, experiences, findings, designs, and documents. This information shall not be made accessible to third parties and shall be protected from third-party access. This obligation shall continue beyond the term of the contract until the information becomes public knowledge through no fault of the receiving party. This confidentiality

obligation does not affect any additional requirements, particularly those arising from data protection regulations.

- 10.2 The parties shall ensure through appropriate measures that their employees, freelancers, and subcontractors who are permissibly engaged in the performance of this contract also maintain this confidentiality.
- 10.3 The confidentiality obligations under Sections 10.1 and 10.2 shall not apply to information that:
- 10.3.1 was already known to the receiving party prior to its disclosure by the disclosing party, provided that this prior knowledge can be proven;
 - 10.3.2 was or becomes publicly known through no fault or action of the receiving party;
 - 10.3.3 was lawfully obtained by the receiving party from a third party without any obligation of confidentiality;
 - 10.3.4 was independently developed by the receiving party without use of or reference to the confidential information of the disclosing party;
 - 10.3.5 is required to be disclosed by law, by a court of competent jurisdiction, or by any regulatory or supervisory authority; in such cases, the receiving party shall, to the extent legally permissible, inform the disclosing party in advance and limit the disclosure to the minimum required extent; or
 - 10.3.6 is released for disclosure with the prior written consent of the disclosing party.

11. Data Protection

- 11.1 The parties shall comply with the applicable data protection provisions relevant to them. In particular, they shall ensure that personal data is collected, processed, and used only in accordance with the provisions of the General Data Protection Regulation (GDPR).
- 11.2 The Provider is authorised to provide its services completely or in part through third parties as subcontractors in accordance with data protection law. Documents, information and data of the Customer and its employees may be made accessible to these subcontractors to the extent necessary for the fulfilment of the service by the Provider.
- 11.3 The Customer shall ensure that no personal data of players within the meaning of Art. 4 No. 1 GDPR is processed when using the Software Service. If the Provider accesses player data held by the Customer during service provision, or if this data is transmitted to the Provider, the Customer must ensure that personal identifiers are removed through appropriate technical measures (e.g., anonymization).

11.4 The Customer agrees that non-personal data processed when using the Software Service (e.g. time and frequency of access, types of players) may be utilized by the Provider to enhance security, optimize performance, enhance features and usability, and improve IT resource distribution.

12. Warranty

12.1 The Provider warrants („gewährleistet“) that the services provided will meet the agreed quality during the contract term and that the Software Service, when used by the Customer in accordance with the contract, will not infringe any third-party rights.

12.2 Minor deviations from the agreed quality or minor impairments in the usability of the Software Service shall not constitute defects.

12.3 Strict liability for defects already existing at the time of conclusion of the contract pursuant to Section 536a (1) Alt. 1 German Civil Code (BGB) is excluded. For damages due to defects, see Section 13.

12.4 Warranty claims shall expire after one year, beginning with the provision of the software service.

12.5 The warranty does not apply if the Software Service is used for purposes outside its intended use.

13. Limitation of Liability

13.1 The Provider is liable for intent and gross negligence. For slight negligence, the Provider shall only be liable in the event of a breach of a material contractual obligation (cardinal obligation), the fulfilment of which is essential for the proper performance of the contract and on which the Customer may regularly rely. In cases of slightly negligent breaches of material contractual obligations, liability shall be limited to the amount of typical and foreseeable damage. Liability is otherwise excluded. This exclusion of liability does not apply to damages resulting from injury to life, body, or health, or in the event of the assumption of a guarantee or liability under the Product Liability Act.

13.2 If the Software Service is provided to the Customer free of charge, the liability standard set forth in Section 599 of the German Civil Code (BGB) shall apply, deviating from the above principles.

13.3 The Provider is not liable if the circumstances causing the damage are based on an unusual and unforeseeable event over which the Provider has no influence and the consequences of which could not have been avoided despite exercising due care. Furthermore, the Provider is not liable for failures or malfunctions in the technical infrastructure outside its area of responsibility.

13.4 Claims for damages against the Provider, as well as against the Provider's employees or agents, are generally subject to a one-year statute of limitations

from the date they arise. This limitation period does not apply to claims for damages (a) resulting from intentional or grossly negligent breaches of duty, (b) resulting from injury to life, body, or health, (c) in cases of fraudulent concealment of a defect or the assumption of a guarantee for quality, or (d) under the Product Liability Act.

- 13.5 The provisions of this section also apply in favour of the Provider's employees, representatives and subcontractors to whom tasks have been transferred.

14. Contract Term and Termination

- 14.1 The contract is valid for an indefinite period. The Customer may terminate the contract with one (1) months' notice to the end of the respective calendar month, while the Provider may terminate the contract with three (3) months' notice to the end of the respective calendar month. The right to terminate for good cause remains unaffected.
- 14.2 Any termination must be in text form (e.g. e-mail). Additionally, the Customer may also terminate the contract by deleting their account through the platform.
- 14.3 In the event of a serious or repeated breach of the Customer's obligations under this contract, the Provider shall have the right to restrict the Customer's access to the Software Service, either wholly or partially, if this aligns with the Provider's legitimate interests, or to terminate the contract without notice. If the Customer is at fault for the breach, they shall be liable to compensate the Provider for any resulting damages.

15. Final Provisions

- 15.1 This agreement and its interpretation as well as all associated non-contractual obligations are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the Customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the Provider. The Provider retains the right to file a lawsuit in the Customer's general jurisdiction.
- 15.2 Should any provision of this terms be or become invalid, this shall not affect the validity of the remaining terms. The parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.
- 15.3 All notifications and declarations in connection with this agreement shall be made in text form, unless otherwise agreed.

- 15.4 Except within the scope of Section 354a of the German Commercial Code (HGB), the Customer may not assign any rights or claims arising from the contract without the prior consent of the Provider.
