Beta Terms of Use

between

LILY Labs GmbH
Maudacherstraße 45
67065 Ludwigshafen am Rhein

(hereinafter referred to as „LILY“)

and

Customer subscribing to LILY Services as set forth hereunder and in the respective offer on the web-site (hereinafter referred to as „Customer“)

(Customer and LILY are hereinafter jointly referred to as “Party” or “the Parties”)

Preamble

LILY operates a distributed, serverless cloud infrastructure platform under the name "LILY". The LILY platform enables Customers to compile, deploy, execute and host their own software applications on LILY-operated server infrastructure within the European Union. As part of its service, LILY processes Customer software through a proprietary compilation pipeline (including decomposition into component binary units and remapping of execution across hardware resources) as a purely technical intermediate step in the delivery of its hosting service.

LILY acts exclusively as an infrastructure service provider operating under the instructions of, and solely for the purposes of, the Customer. LILY does not exploit Customer software for its own commercial purposes and does not act as an independent licensee of Customer software. The Customer retains sole responsibility for holding all rights and licences required to submit software to LILY for processing and hosting as contemplated by these Beta Terms.

These Beta Terms govern the relationship between LILY and Customer during the Beta Phase of the LILY platform. The Beta Phase is intended exclusively for entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) and is strictly business-to-business (B2B).

The Beta Phase is intended solely to allow the Customer to test and evaluate the LILY Services. Any full and regular provision of services by LILY to the Customer shall be governed exclusively by a

separate definitive agreement between the Parties, which, upon its execution, shall supersede and replace this Agreement in its entirety.

1 Definitions

1.1 Unless the context otherwise requires, the following definitions apply:

1.1.1 "**Beta Phase**" means the period during which the LILY Services are made available under these Beta Terms; any subsequent general-availability phase is subject to separate terms.

1.1.2 "**Interface**" means the web-based interface provided by LILY with integrated compiler and local runtime environment for compiling, locally executing and deploying applications. The Interface compiles the Customer Source Code into LILY's proprietary infrastructure/binary format (the "Compiled Artefact") and pushes it to the Void.

1.1.3 "**Cloud Switching Process**" shall have the meaning set out in Section 8.1.

1.1.4 "**Compiled Artefact"** means the compiled output produced by the Interface from Customer Source Code. The Compiled Artefact is generated exclusively as a technical intermediate step to enable the hosting of the Customer Application on the Void. It constitutes an act of reproduction and adaptation performed by LILY solely on the instruction of and for the purposes of the Customer.

1.1.5 "**Customer Application**" means the program, application or workload submitted by the Customer to LILY for compilation and execution on the Void to be executed from the Compiled Artefact.

1.1.6 "**Customer Data**" means all data transmitted, processed or stored by the Customer or third parties via the LILY Services, including Customer Source Code, Compiled Artefacts, configuration data and application data.

1.1.7 "**Customer Source Code"** means the submitted corresponding source code form to the Customer Application.

1.1.8 "**Credits**" means the prepaid, ledger-based billing units used to settle on-demand consumption of LILY Services. For the avoidance of doubt, Credits are not a token, crypto-asset or electronic money.

1.1.9 “**DPA**” means the Data Processing Agreement concluded between LILY and the Customer.

1.1.10 "**Included Quota**" means the plan-included Credits and the structural limits included in a Tier for the relevant billing period, as specified in Schedule 1 (Pricing Schedule).

1.1.11 “**LILY Services**” means the serverless cloud infrastructure services provided by LILY to Customer as specified in the respective offer on the website and these Beta Terms, including in particular the Interface, the Void hosting of Customer Applications and execution infrastructure, and any associated platform, management interface and documentation.

1.1.12 "**Plan Fee**" means the recurring flat fee (if any) payable by the Customer for a paid Tier, as specified in Schedule 1 (Pricing Schedule).

1.1.13 "**Platform**" means the web-based application (dashboard) provided by LILY for visualising, monitoring and managing deployments and related status information, including the display of the applicable Tier, the Included Quota, the Credit balance and its euro value, and consumption.

1.1.14 **“Resource Prices"** means the prices for the relevant resource units applicable to the LILY Services, as set out in Schedule 1 (Pricing Schedule) and as may be adjusted by LILY in accordance with Section 9.9.

1.1.15 "**Tier**" (or "Plan") means a defined service package offered within the Beta Phase, each with its own Plan Fee (if any), Included Quota, feature scope and limit behaviour as set out in Schedule 1 (Pricing Schedule) and as further described in the documentation.

1.1.16 “**Void**” means the LILY-operated multi-tenant server infrastructure, located in data centres within the European Union, on which Compiled Artefacts (Customer Applications) are executed after deployment.

1.1.17 "**Open Source Software**" means software released under licence terms that comply with the criteria of the Open Source Initiative, as at 2007, available at https://opensource.org/osd.

1.2 The words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words; and any headings are inserted for convenience only and shall not affect the interpretation of these Beta Terms.

2 Order of Documents

The following order of documents and Annexes shall apply, with a document of higher order superseding documents of lower order.

a) DPA, as applicable and relevant (highest order)

b) The respective offer on the website

c) Schedule 1 (Pricing Schedule)

d) These Beta Terms.

DPA, the respective offer on the website, Schedule 1 (Pricing Schedule) and these Beta Terms together the “**Agreement**”.

3 Subject Matter

3.1 These Beta Terms apply exclusively to the use of LILY Services during its Beta Phase. They supersede all prior agreements, commitments or representations between the Parties with respect to the subject matter hereof, including the LILY Alpha Programme Terms of Use.

3.2 The LILY Services are only intended for the use by entrepreneurs within the meaning of § 14 of the German Civil Code (BGB). The Customer represents and warrants that Customer uses the LILY Services exclusively as an entrepreneur within the meaning of § 14 BGB. LILY reserves the right to verify Customer's status as an entrepreneur at any time; upon request, Customer shall immediately provide LILY with any additional evidence required for this purpose.

3.3 The Customer’s general terms and conditions shall only become part of the contractual relationship between the Parties if LILY expressly agrees to Customer’s general terms and conditions in writing.

4 Access, Registration and Acceptance of the Beta Terms

4.1 The Agreement is concluded via the internet (**"Online Registration Process"**). The Online Registration Process takes place on LILY's authentication service at https://auth.lilylabs.io/login(**"Login Page"**) and must be completed by an authorised employee or representative of the Customer. LILY offers three registration methods: registration by e-mail (Section 4.2), registration via Google, and registration via GitHub (Section 4.3).

4.2 Where the Customer registers by e-mail, the Customer enters their e-mail address on the Login Page. LILY will then send a verification message containing a personal login link to the e-mail address provided (**"Login E-mail"**). By opening the Login E-mail and activating the login link contained therein, the Customer confirms that they control the e-mail address provided and continues the Online Registration Process. The login link is valid for a limited period and for a single use only; if the link has expired, the Customer may restart the Online Registration Process in order to receive a new Login E-mail.

4.3 As an alternative to registration by e-mail, the Customer may register by authenticating through a supported third-party identity provider (currently Google and GitHub). In doing so, the Customer is redirected to the authentication environment of the selected provider, where the Customer signs in and authorises the disclosure of the information required for registration (in particular name and e-mail address) to LILY. The use of any third-party identity provider is subject to that provider's own terms and privacy policies; such providers are not vicarious agents of LILY. After successful authentication, the Customer is returned to the Online Registration Process.

4.4 In each case, the Customer is then prompted to provide the information marked as mandatory by LILY for the creation of a customer account (in particular the Customer's name). Where the Customer registers via a third-party identity provider, certain fields may be pre-populated with the information received from that provider; the Customer may review and amend such information before proceeding. Following conclusion of the Agreement, the Customer may amend the information provided in their customer account within the Platform at any time.

4.5 By submitting the completed registration form, the Customer submits a legally binding offer to LILY to conclude the Agreement on the basis of these Beta Terms ("**Customer Offer"**). An agreement between LILY and the Customer is only concluded upon LILY's acceptance of the Customer Offer. LILY's acceptance shall be communicated either by e-mail or by creating the Customer account and granting access to the Platform (**"Contract Conclusion"**); as a rule, the Customer account is created and access is granted immediately upon submission of the Customer Offer.

4.6 No password is created for the Customer account. Following Contract Conclusion, the Customer signs in to the Platform using the same authentication method used during registration. LILY may make additional authentication methods available to the Customer; where such methods are available, the Customer may set them up for their account and use them for future sign-ins. Details are set out on the Login Page or in the Platform.

4.7 The Customer may access the current Beta Terms at any time during the Online Registration Process at https://lilylabs.io/legal/terms and printthe Agreement.

4.8 The Agreement is concluded in English.

5 Provision of the LILY Services

5.1 LILY shall provide Customer with access to the LILY Services with the functionalities specified within the respective offer on the website for the term as set out in Section 13. The central performance obligation of LILY consists of the hosting and execution of Customer Applications on the Void. The Parties agree that the processing of Customer Source Code through the compilation pipeline (including decomposition into component binary units, remapping of execution across hardware resources and any intermediate compilation steps) constitutes a technical prerequisite and ancillary step for the delivery of the hosting service and does not constitute an independent exploitation of Customer Source Code by LILY.

5.2 LILY processes, compiles, re-compiles, reproduces, executes, hosts or otherwise uses Customer Source Code for the purpose of providing the LILY Services exclusively on behalf of, on the instruction of and for the purposes of the Customer. LILY will not use, exploit, reproduce, distribute, sublicense, adapt or otherwise process Customer Source Code for LILY's own commercial purposes or for the benefit of any third party beyond the scope of these Beta Terms. For the avoidance of doubt, the processing steps described in Section 5.1 are performed solely as technical measures necessary to deliver the LILY Services to the Customer and do not constitute an independent act of copyright exploitation by LILY for its own account.

5.3 The usage requirements and scope of the LILY Services are set out in the respective offer on the website.

5.4 LILY shall be entitled to add additional functions to the services to be provided at any time. Unless otherwise agreed, functions introduced by LILY after conclusion of the Beta Terms shall be deemed to be additional services provided free of charge. However, LILY shall then be entitled to discontinue these services after weighing up the interests of both Parties at LILY’s

sole discretion. LILY also reserves the right to offer optional extensions and further developments only against payment of additional remuneration and by concluding a supplementary agreement.

5.5 The Software is to be provided with documentation in text form and comprising at least the agreed scope of functions.

5.6 LILY may engage subcontractors of its own choosing for the provision of the LILY Services, in whole or in part, at its sole discretion. LILY shall remain responsible to the Customer for the performance of the LILY Services notwithstanding any such engagement of subcontractors.

6 Acceptable Use Policy (AUP)

6.1 The Customer may only use the LILY Services for lawful purposes. In particular, the Customer must not use the LILY Services:

a) to process, store or transmit content that contravenes applicable law, in particular content that is criminally relevant, discriminatory, defamatory or infringes the rights of third parties;

b) to carry out or support cyber-attacks, unauthorised access to third-party systems, DDoS attacks or similar harmful activities;

c) to distribute malware, viruses, spyware or other harmful software;

d) to infringe the intellectual property rights of third parties, in particular copyright or trade mark rights, or

e) in a manner that jeopardises the integrity, availability or security of the LILY infrastructure or the infrastructure of third parties.

6.2 LILY reserves the right to suspend or remove Customer Applications that are found to be in breach of this Section 6. LILY shall inform the Customer of this without delay, provided that no legal or regulatory reasons prevent this.

6.3 In the event of serious or repeated breaches of this Section 6, LILY is entitled to suspend the Customer's access to the LILY Services with immediate effect or to terminate the Agreement for cause.

7 Availability and Beta Status

7.1 The LILY Services are at an early stage of development and are not yet designed to be stable for enterprise use. The Customer acknowledges that during the Beta Phase, there may be outages, errors, data loss, performance limitations and unannounced changes to the service.

7.2 LILY is entitled to temporarily or permanently restrict, modify or discontinue the LILY Services or individual functions at any time and without prior notice, in particular for maintenance, security or further development purposes.

7.3 LILY operates a scheduled weekly maintenance window, initially every Sunday from 11:00 to 15:00 Central European Time (CET/CEST) (**"Scheduled Maintenance Window"**). The current Scheduled Maintenance Window is published on the Platform and is deemed to constitute advance notice of the maintenance work to be carried out during that window. LILY may change the timing of the Scheduled Maintenance Window at any time and shall notify the Customer of any such change in advance via the Platform. Outside the Scheduled Maintenance Window, LILY will give advance notice of maintenance work where possible. There is no entitlement to notice of unscheduled maintenance during the Beta Phase.

8 Cloud Switching

8.1 Upon written request by Customer and subject to a notice period of two (2) months, Customer is entitled to switch to a data processing service provided by another provider of the same service type or to migrate all exportable data and digital assets to an on-premise infrastructure ("**Cloud Switching Process**"). Customer shall notify LILY, no later than the expiry of the aforementioned notice period, of the measures Customer intends to take or whether Customer merely wishes to have all exportable data and digital assets deleted.

8.2 Upon expiry of the notice period mentioned in 8.1 and in the event that the transition process is initiated, a transition period of no more than thirty (30) calendar days shall commence, during which these Beta Terms shall remain in force. Should the maximum transition period of thirty days not be technically feasible, LILY shall notify Customer of this within fourteen (14) working days of the submission of the migration request, provide reasons for this, and specify an alternative transition period, which must not exceed seven months. Customer is entitled to extend the transition period once by a reasonable period.

8.3 LILY shall provide Customer with appropriate assistance during the migration process and shall support Customer's exit strategy, including by providing relevant information on procedures for

switching providers, relevant jurisdictions, exclusions, restrictions and limitations relating to the migration process, as well as data structures, formats and standards. During the transition period as described in 8.2, LILY shall act with due care to maintain business continuity, provide clear information on known risks to the continuity of the provision of functions or services by LILY, and ensure that a high level of security is maintained throughout the migration process.

8.4 Upon expiry of the transition period as described in 8.2, Customer may access the LILY Services for a further period of thirty (30) days in order to retrieve its data ("**Retrieval Period**"). If Customer uses the LILY Services during the Retrieval Period for purposes other than retrieving its data, the standard fees agreed for the LILY Services shall continue to apply.

8.5 Upon expiry of the Retrieval Period, LILY shall permanently and irreversibly delete all exportable data and digital assets generated directly by the Customer, provided that the migration process has been successfully completed and unless otherwise agreed. LILY shall confirm such deletion to the Customer in writing without undue delay.

8.6 The Beta Terms shall be deemed to have been terminated, and Customer shall be notified by LILY of such termination, either when the migration process has been successfully completed, or at the end of the notice period specified in clause8.2, if Customer does not wish to migrate but instead wishes to have its exportable data and digital assets deleted upon termination of the Beta Terms.

8.7 The categories of exportable data and digital assets, the available data formats, data structures and interfaces for data export, as well as any categories of data excluded from export on the grounds that they constitute trade secrets of LILY, are set out in the documentation.

8.8 Both Parties shall cooperate in good faith to ensure the migration process is carried out effectively, to enable the timely transfer of data and to maintain the continuity of the data processing service.

8.9 No fees shall be charged for the Customer's exercise of the rights set out in this Section 8, other than for optional additional migration or conversion services expressly requested by the Customer and agreed in writing.

8.10 A copy of these Beta Terms, including all terms relating to cloud switching and data portability set out in this Section 8, shall be made available to the Customer prior to execution of these Beta Terms in a manner that allows the Customer to store and reproduce such terms.

9 Remuneration, Tiers, Credits and Payment Processing

9.1 Tiers and Plan Fees

The LILY Services are offered in various Tiers, which differ, e.g. in their Plan Fee, Included Quota, feature scope and applicable performance limits, each as set out in **Schedule 1** (Pricing Schedule) and as further described in the documentation.

9.2 Where the Customer subscribes to a paid Tier, the Plan Fee shall be due and payable at the beginning of each billing period as specified in Schedule 1 (Pricing Schedule). The Customer in such case grants LILY a direct debit authorisation for recurring billing via the selected payment service provider. In the event of a failed direct debit (e.g. due to insufficient funds or revocation of the mandate), the Customer shall bear any bank charges reasonably incurred by LILY as a result, provided the Customer is responsible for the failure. LILY shall notify the Customer without undue delay and grant a reasonable period for alternative payment before exercising its rights under Section 9.5.

9.3 Credits

9.3.1 Non-Transferability

Credits are bound to the Customer's account, non-transferable, redeemable exclusively for the settlement of LILY Services and may not be assigned, transferred or made available to any third party or to any other customer account. Credits are accepted by no person other than LILY and have no value outside the LILY platform. Cash payouts or refunds of Credits are excluded, unless required by law or expressly agreed in the respective offer on the website.

9.3.2 Resource Prices and Debit

Credits are debited from the Customer's balance at the prices for resource units applicable at the time the relevant consumption occurs (**"Resource Prices"**), as set out in Schedule 1 (Pricing Schedule) and as may be adjusted in accordance with Section 9.9. Credits do not entitle the Customer to any fixed quantity of computing resources or other LILY Services.

9.3.3 Categories and Validity

Credits exist in three categories that differ in their expiry:

a) plan-included Credits;

b) goodwill Credits; and

c) prepaid-pack Credits.

The validity periods applicable to each category of Credits are as set out in Schedule 1 (Pricing Schedule).

Unused Credits expire at the end of their respective validity periods.

9.3.4 Order of Consumption

Credits shall be consumed in the following order (starting with 1.a)):

a) plan-included Credits,

b) goodwill Credits,

c) prepaid-pack Credits.

Within each category, Credits with the earliest expiry date shall be consumed first.

9.3.5 Nominal Value Protection

The nominal Euro value of Credits already purchased or credited to the Customer's account shall not be reduced. For the avoidance of doubt, a change to the Resource Prices does not affect the nominal Euro value of any Credit, but does affect the quantity of resources that may be obtained for it.

9.4 Payment Processing

Payment processing is handled via Stripe. By using Stripe, the Customer agrees to the Terms of Service and Privacy Policy of Stripe, Inc. LILY is not liable for any errors or failures on the part of the payment service provider.

9.5 In the event of late payment, LILY is entitled to suspend access to the LILY Services until the outstanding amount has been paid in full. LILY reserves the right to charge statutory interest on late payments.

9.6 Included Quota

LILY shall use reasonable efforts to notify the Customer via the Platform when the Customer's consumption reaches eighty per cent (80%) and one hundred per cent (100%) of the Included

Quota. The absence of such notification shall not relieve the Customer of its obligation to pay for on-demand usage. If the Included Quota is exceeded, the Resource Prices as in force at the time of consumption and as set out in Schedule 1 (Pricing Schedule) shall apply, provided that the relevant Tier allows for on-demand usage.

9.7 All fees stated in Schedule 1 (Pricing Schedule) and these Beta Terms are exclusive of applicable value added tax (VAT), which shall be charged at the applicable statutory rate where required by law.

9.8 The Customer may only set off against claims of LILY or exercise a right of retention if the counterclaim is undisputed or has been established by a final and binding court decision and if it arises from the same contractual relationship.

9.9 LILY may adjust the Plan Fee, the on-demand prices and the Resource Prices and any other terms set out in Schedule 1 to reflect changes in the costs LILY incurs in providing the LILY Services, in particular,

a) energy prices,

b) procurement and operating costs for server and accelerator hardware,

c) fees charged by data centre, colocation and third-party infrastructure providers, and

d) statutory levies and charges.

Where those costs decrease, LILY shall reduce the affected prices correspondingly and to the same extent.

An initial price increase may take effect no earlier than three (3) months after the commencement of the Agreement. Any subsequent price increase may take effect no earlier than three (3) months after the last price increase became effective. A price increase shall become effective no earlier than six (6) weeks after LILY has notified the Customer of the increase in text form and shall only apply from the beginning of the next monthly billing period following the effective date.

In the event of a price increase, the Customer shall be entitled to terminate these Beta Terms with effect from the date on which the price increase is to take effect, provided that the Customer notifies LILY in text form within two (2) weeks of receipt of the notification of the price increase. If the Customer does not exercise this right of termination within the aforementioned period, the adjusted prices shall apply from the effective date of the increase.

Any adjustment of the Resource Prices under this Section applies to all consumption occurring on or after its effective date, irrespective of when the Credits used to settle such consumption were acquired. The nominal value protection set out in Section 9.3.5 and the Customer's right of termination under this Section remain unaffected.

10 Copyright, Licences and FOSS Compliance

10.1 Principle: Extended Workbench

The Parties agree that LILY shall at all times act exclusively as an infrastructure service provider in relation to the Customer and shall not acquire the status of an independent licensee of Customer Source Code. Any and all processing of Customer Source Code by LILY constitutes steps initiated by and on behalf of the Customer that are technically necessary for the provision of the LILY Services.

10.2 Without limiting the generality of Section 10.1, the Parties acknowledge that the processing of Customer Source Code by the compilation pipeline (including, without limitation, decomposition into component binary units, remapping of execution to hardware resources and any intermediate compilation steps) is a purely technical intermediate step in the provision of the LILY Services and shall not constitute, and shall not be construed as constituting, an independent exploitation of Customer Source Code by LILY.

10.3 Structure of Instructions

LILY shall not use, exploit, reproduce, distribute, sub-license, adapt or otherwise process Customer Source Code for its own commercial purposes or for the benefit of third parties beyond the scope of these Beta Terms.

10.4 Customer's Responsibility for Compliance

LILY is not required to demand that the Customer grants extensive rights and does not assume the risk of inadvertently triggering copyleft obligations (e.g. arising from GPL-licensed code components). Responsibility for compliance with regard to the code submitted remains entirely with the Customer.

In particular, the Customer warrants

a) that it holds all necessary rights and licences to submit Customer Source Code to LILY and to have it compiled and hosted by LILY;

b) that LILY's processing of Customer Source Code under these Beta Terms does not infringe any third-party rights, in particular copyrights, patent rights or other intellectual property rights;

c) that it independently complies with all applicable Open Source Software licence terms (in particular copyleft terms such as the GPL) and that LILY is under no obligation to ensure the open-source compliance of the Customer Source Code.

10.5 FOSS Compliance

The Customer is solely responsible for ensuring Open Source Software compliance vis-à-vis third parties. The Customer is solely responsible for ensuring that the Customer Source Code submitted to LILY meets all the requirements of applicable licences, particularly Open Source Sofware licenses. As LILY acts exclusively as an infrastructure service provider on the instructions of and for the purposes of the Customer (Sections 10.1 to 10.3), LILY does not carry out any FOSS compliance checks on the Customer Source Code and is under no obligation to do so.

10.6 Rights to LILY Technology

All rights to the LILY Platform, the Interface, the Void, the compilation pipeline and the associated proprietary format remain with LILY. Under these Beta Terms, the Customer does not acquire any ownership or other rights to the LILY technology, but merely a non-transferable, non-exclusive right to use the LILY Services for the duration of the Beta Phase, subject to these Beta Terms.

11 Data Protection

11.1 Where LILY processes personal data via the LILY infrastructure on behalf of the Customer, including, where personal data is part of the Customer Data , LILY acts as a data processor within the meaning of Article 28 of the GDPR. In such case, the Parties will enter into a DPA as attached to these Beta Terms.

11.2 The DPA forms an integral part of these Beta Terms and shall apply in its current version as signed by the parties. Details regarding the data processing activities to be carried out by LILY, the technical and organisational measures to be implemented, and the sub-processors engaged by LILY are set out in the DPA. The DPA must be finalised prior to the beta launch.

11.3 The alpha data protection arrangements shall not continue to apply by implication; all existing alpha users must enter into an updated DPA.

12 Cyber Security

12.1 Customer's Obligations to Cooperate

The Customer is obliged

a) to safeguard all access credentials to the LILY Services by appropriate measures against access by unauthorised third parties, to keep such credentials confidential, to make them available only to authorised personnel, to ensure that its employees and other authorised users are obliged to handle access credentials confidentially, and to inform LILY without undue delay if there are indications that access credentials may have become known to unauthorised persons or have been used without authorisation;

b) to refrain from any action that could jeopardise or disrupt the functionality, integrity, availability or security of the LILY Services or the infrastructure of LILY or other customers, and in particular not to remove, circumvent, disable or otherwise bypass any security mechanisms or authentication measures, and to ensure that no harmful software (including viruses, worms, Trojan horses or other malware) is transmitted via the LILY Services; and

c) to inform LILY without undue delay if it becomes aware of a security incident or a security vulnerability that could affect the LILY Services, and to cooperate with LILY in the investigation and resolution of security incidents.

12.2 Without prejudice to any other rights or remedies available to LILY under these Beta Terms, LILY shall be entitled, having due regard to the legitimate interests of both Parties, to suspend the Customer's access to the LILY Services if

a) there are indications that the Customer's access credentials have been or are being misused or have been made available to unauthorised third parties;

b) there are indications that unauthorised third parties have otherwise gained access to the LILY Services provided to the Customer;

c) the suspension is necessary for technical or security reasons; or

d) the suspension is necessary to avert imminent damage to LILY, the Customer or third parties or to mitigate damage that has already occurred.

e) the Customer is in material breach of any of its obligations under Section 12.1.

LILY shall notify the Customer of the suspension and the reasons therefor without undue delay and, where practicable, grant the Customer a reasonable opportunity to remedy the grounds for the suspension. LILY shall lift the suspension once the reason for the suspension has ceased to exist.

13 Term and Termination

13.1 This Agreement shall apply for the term as defined in the package booked by the Customer as described in the respective offer on the website; any subsequent general availability phase shall be subject to separate terms and conditions.

13.2 The initial term of this Agreement shall automatically renew as described in the package booked by the Customer, unless either Party gives notice of ordinary termination. The Customer may give notice of ordinary termination with at least fourteen (14) days' notice to the end of the then-current period. LILY may give notice of ordinary termination with at least two (2) months' notice to the end of a period.

13.3 The right of either Party to terminate the Agreement for cause remains unaffected. In particular, LILY shall be deemed to have good cause if

a) the Customer breaches the AUP (Section 6);

b) the Customer materially or repeatedly breaches its obligations under Section 12.1 (Cyber Security) and, in the case of a remediable breach, fails to remedy such breach within fourteen (14) days of receipt of a written notice from LILY specifying the breach;

c) the Customer culpably breaches its confidentiality obligations under Section 15;

d) the Customer materially breaches its representations or obligations under Section 10 (Copyright, Licences and FOSS Compliance);

e) the Customer falls more than thirty (30) days in arrears with payment of due remuneration;

f) insolvency proceedings are opened or applied for in respect of the Customer's assets; or

g) the Customer has provided false information regarding its status as a business entity.

The Customer shall be deemed to have good cause for termination if LILY materially breaches a material obligation under this Agreement and fails to remedy such breach within thirty (30) days of receipt of a written notice from the Customer specifying the breach in reasonable detail.

13.4 LILY may terminate the Beta Phase and, consequently, the Agreement in its entirety by giving the Customer not less than thirty (30) days' notice. In this case, paying customers are entitled to a pro-rata refund of prepaid plan fees for the unused period.

13.5 Consequences of Termination

a) Following the end of the Agreement, the retrieval, migration and deletion of Customer Data shall be governed by Section 8 (Cloud Switching).

b) The Customer is obliged to delete all access details and any locally stored LILY software immediately upon termination of the Agreement.

c) Those sections which, by their nature, apply beyond the termination of the Agreement (in particular Sections 9, 15, 16 and 19) shall remain in force.

14 Liability and Warranty

14.1 Beta Liability Limitation

The LILY Services are provided during the Beta Phase without an SLA and without any guarantees of stability; the product is not yet designed for enterprise use. During the Beta Phase, LILY gives no warranty as to the availability, freedom from defects or suitability of the LILY Services for any specific purpose of the Customer. The foregoing exclusion of warranty shall not apply to the extent that such exclusion is not permitted by law, in particular in the cases set out in Section 14.2.

14.2 LILY's liability for damages is excluded to the extent permitted by law, unless:

a) LILY acts with intent or gross negligence;

b) LILY breaches a fundamental contractual obligation (cardinal obligation) through simple negligence, i.e. an obligation the fulfilment of which is essential for the proper

performance of the Agreement and on the observance of which the Customer may reasonably rely; in this case, liability is limited to foreseeable damage typical for this type of contract;

c) damage results from injury to life, limb or health;

d) liability under the Product Liability Act applies.

14.3 To prevent the application of cardinal obligations, the LILY Services are intended exclusively for business users within the meaning of Section 14 of the German Civil Code (BGB); developers as natural persons acting outside the scope of their commercial or self-employed professional activities are excluded from the LILY Services.

14.4 LILY's total liability towards the Customer – on whatever legal grounds – is limited, for the twelve months preceding the event giving rise to the damage, to the plan fees actually paid by the Customer during that period; for customers on the Free Tier, liability is limited (to the extent permitted by law) to EUR 100. The foregoing limitations shall not apply to liability arising under Section 14.2. a), c) or d).

14.5 Indemnification by the Customer

The Customer shall indemnify and hold harmless LILY against all costs arising from claims by third parties due to a breach of these Beta Terms by the Customer, in particular from breaches of the AUP (Section 6), copyright, licence or FOSS compliance obligations (Section 10), the Customer's cyber security obligations (Section 12.1), confidentiality obligations (Section 15) or applicable data protection regulations. For the avoidance of doubt, this indemnification obligation includes any and all third-party claims based on an alleged copyright infringement arising from or in connection with the Customer Source Code pursuant to Section 10.4**Fehler! Verweisquelle konnte nicht gefunden werden.**. LILY shall notify the Customer without undue delay of any such third-party claim and shall provide the information and documents reasonably required for the defence. LILY shall not acknowledge or settle any such claim without the Customer's prior consent. The indemnification obligation shall include reasonable costs of legal defence.

15 Confidentiality

15.1 Each Party undertakes to treat as strictly confidential all confidential information of the other Party that comes to its knowledge in the course of these Beta Terms, to use such information exclusively for the purposes of these Beta Terms and not to disclose it to third parties. In particular, the following shall be deemed confidential: technical information, trade secrets, pricing

models, source code, roadmaps and the terms of these Beta Terms. The receiving Party may disclose confidential information to its employees, officers, professional advisers and affiliated companies (within the meaning of §§ 15 et seq. AktG) to the extent that such persons require access to the confidential information for the purposes of these Beta Terms, provided that such persons are bound by obligations of confidentiality no less restrictive than those set out in this Section 15. The disclosing Party shall remain responsible for any breach of this Section 15 by such persons.

15.2 This obligation shall not apply to information which

a) was publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the receiving party;

b) was already known to the receiving party prior to disclosure;

c) was disclosed to the receiving party by a third party without breach of any duty of confidentiality; or

d) must be disclosed pursuant to statutory provisions or an official order – in which case the other party must be informed in advance, where possible.

15.3 Each Party shall implement appropriate technical and organisational measures to prevent unauthorised access to or unauthorised disclosure of confidential information of the other Party.

15.4 Each Party shall notify the other Party without undue delay upon becoming aware of any unauthorised disclosure of, or access to, confidential information of the other Party.

15.5 Upon termination or expiry of these Beta Terms, each Party shall, at the other Party's option, promptly return or destroy all confidential information of the other Party in its possession or control, including any copies thereof, and shall confirm such return or destruction in writing upon request. This obligation shall not apply to confidential information that the receiving Party is required to retain by applicable law or regulation, or to copies retained in routine backup systems, provided that such retained information remains subject to the confidentiality obligations set out in this Section 15.

15.6 The duty of confidentiality shall apply for the duration of these Beta Terms and for a period of three years following their termination.

16 Subcontractors and Infrastructure Partners

16.1 LILY is entitled to engage subcontractors (in particular infrastructure providers and data centres) for the provision of the LILY Services. The Customer hereby grants LILY general authorisation to engage subcontractors for this purpose. The subcontractors engaged by LILY at the time of conclusion of these Beta Terms are set out in the respective offer on the website or on the Platform. LILY shall contractually oblige each subcontractor to comply with confidentiality and security standards no less protective than those set out in these Beta Terms. Where LILY engages subcontractors to process Customer Data qualifying as personal data, the rules for engaging sub-processors under the DPA shall apply in addition with respect to the subcontractors' obligations regarding compliance with data protection law. Access to Customer Data by a subcontractor shall only be permitted once such contractual obligations have been imposed.

~~16.2~~ LILY shall inform the Customer of any intended change regarding the engagement or replacement of subcontractors by way of notification via the Platform or in text form, or, where applicable, in accordance with the rules of the DPA. The Customer shall be entitled to object to the engagement of a new or replacement subcontractor only if the Customer demonstrates that the engagement would give rise to a concrete and material risk to the security or confidentiality of Customer Data that cannot be adequately mitigated by the contractual safeguards imposed pursuant to Section 16.1. Any objection must be raised in text form within ten (10) days of receipt of the notification and must set out in reasonable detail the specific grounds on which the objection is based. If the Customer does not raise an objection within this period, the Customer shall be deemed to have approved the engagement. If the Customer raises a justified objection, LILY shall use reasonable efforts to propose an alternative arrangement or additional safeguards to address the Customer's concerns. If no mutually acceptable solution can be found within fourteen (14) days of receipt of the objection, the Customer shall be entitled to terminate these Beta Terms with fourteen (14) days' notice to the end of the then-current monthly period; such termination shall be the Customer's sole remedy in respect of the disputed engagement. For the avoidance of doubt, changes to subcontractors that do not involve access to Customer Data shall not be subject to the notification and objection procedure set out in this Section.

16.3 LILY shall be liable for the acts and omissions of its subcontractors in the same manner as for its own acts and omissions, subject to the limitations of liability set out in Section 14. The obligation to impose appropriate contractual safeguards on subcontractors is governed by Section16.1.

16.4 Defence Sector

The use of the LILY Services in the defence sector or for security-critical infrastructure is subject to separate contractual agreements and is not covered by these Beta Terms.

17 Changes to the Services and these Beta Terms

17.1 LILY is entitled to amend these Beta Terms with effect for the future, provided that such amendment is made (

a) to implement changes in statutory requirements, official orders or case law;

b) to implement changes in technical requirements;

c) to maintain the operation of the LILY Services;

d) to adapt to changed market conditions; or

e) for the benefit of the Customer.

17.2 An amendment shall only be permissible to the extent that it does not shift the contractual balance between LILY and the Customer to the detriment of the Customer; the amendment of a principal performance obligation is excluded. LILY shall notify the Customer of any such amendment at least six (6) weeks in advance by way of notification via the Platform or in text form. The Customer may object to the amendment in text form. If the Customer does not object within six (6) weeks of receipt of the notification, the Customer's consent to the amendment shall be deemed to have been given.

17.3 LILY shall expressly inform the Customer in the notification of the amendment of the Customer's right to object, the six-week time limit for objection, the legal consequences of failing to object and the date on which the amendment is to take effect.

17.4 In the event of a timely objection by the Customer, these Beta Terms shall continue on the existing terms until the end of the then-current monthly period, at which point they shall terminate. The Customer's right to give notice of ordinary termination pursuant to Section 13.2 shall remain unaffected. For the avoidance of doubt, the addition, modification or discontinuation of additional features shall be governed by Section 5.4.

18 Applicable Law and Jurisdiction

18.1 These Beta Terms and any disputes arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany, 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.

18.2 The exclusive place of jurisdiction for all disputes arising from or in connection with these Beta Terms is Frankfurt am Main, provided that the Customer is a merchant, a legal person under public law or a special fund under public law.

19 Final Provisions

19.1 Written Form. Any amendments or additions to these Beta Terms must be made in text form (Section 126b of the German Civil Code (BGB)). This also applies to the waiver of the text form requirement.

19.2 Severability Clause. Should any provision of these Beta Terms be or become invalid or unenforceable, or should these Beta Terms contain a gap, this shall not affect the validity and enforceability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely approximates the economic purpose intended by the Parties. In the event of a gap, the Parties shall agree on a provision that corresponds to what they would have agreed had they been aware of the gap at the time of conclusion of these Beta Terms.

19.3 Prohibition on Assignment. The Customer shall not be entitled to assign or transfer any rights or obligations under these Beta Terms to third parties without LILY's prior written consent. LILY shall be entitled to transfer rights and obligations under these Beta Terms to an affiliated company (within the meaning of §§ 15 et seq. AktG) or a legal successor in connection with a corporate transaction (e.g. a merger, acquisition or restructuring). LILY shall notify the Customer of any such transfer without undue delay.

19.4 Entire Agreement; Contract Language. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter of these Beta Terms and supersede all prior agreements, in particular the Alpha Programme Terms of Use, as well as all other prior agreements, undertakings or representations by the Parties relating to the subject matter of this

Agreement. The contract language is English. Translations into other languages shall serve for convenience only and shall not be legally binding.

19.5 Hierarchy of Documents. The hierarchy of documents set out in Section 2 shall apply.

Schedule 1 (Pricing Schedule)

LILY Labs GmbH, Maudacherstraße 45, 67065 Ludwigshafen am Rhein

Version 1.0, effective 16 November 2026

This Schedule forms part of the LILY Beta Terms of Use. Capitalised terms have the meaning given to them in the Beta Terms.

1 Credits

1.1 Nominal value

One Credit has a nominal value of EUR 1.00. Section 9.3.5 of the Beta Terms applies. Credits are denominated in euro.

1.2 Purchase

Credits may be purchased by Customers on a Plan that provides for the purchase of Credits in accordance with Section 2 below. Credits are purchased in whole-euro amounts. The minimum purchase amount is EUR 25.00.

One euro of the purchase amount corresponds to one Credit. In addition, LILY credits a volume bonus in accordance with the following tiers:

Purchase amount	Volume bonus
from EUR 25.00	none
from EUR 50.00	5 per cent
from EUR 100.00	10 per cent
from EUR 250.00	15 per cent
from EUR 500.00	20 per cent

The bonus applies to any purchase amount at or above the relevant threshold, including amounts between the thresholds. A purchase of EUR 150.00 therefore attracts a bonus of 10 per cent, a purchase of EUR 600.00 a bonus of 20 per cent.

Bonus Credits are goodwill Credits within the meaning of Section 1.4 and are subject to the validity period set out there, running from the date of credit. LILY may adjust the minimum purchase amount and the volume bonus tiers at any time by giving the Customer reasonable advance notice via the Platform; Section 9.9 of the Beta Terms does not apply to such adjustments.

1.3 Automatic top-up

Where the Customer activates automatic top-up, LILY purchases Credits for the Customer's account at the threshold and in the amount selected by the Customer, using the payment method on file. The Customer may deactivate automatic top-up at any time with effect for the future.

1.4 Categories and validity periods

Category	Credited or purchased	Validity period
plan-included Credits	at the start of each monthly billing period	expire at the end of the monthly billing period in which they were credited, no carry-over
goodwill Credits	credited by LILY without separate payment, in particular as a volume bonus under Section 1.2 or at LILY's discretion	24 months from the date of credit
prepaid-pack Credits	purchased by the Customer	24 months from the date of purchase

Unused Credits expire automatically at the end of their respective validity period. No cash payout or refund is made in respect of expired Credits.

1.5 Order of consumption

Credits are consumed in the following order: first plan-included Credits, second goodwill Credits, third prepaid-pack Credits. Within each category, Credits with the earliest expiry date are consumed first.

2 Plans and plan fees

Feature	Free	Starter	Pro	Teams	Enterprise
Plan fee per month	EUR 0.00	EUR 3.90	EUR 14.90	EUR 99.00	as agreed
Projects	1	2	3	flexible	individual
Apps per project	1	3	5	flexible	individual
App slots in total	1	6	15	open	individual
Users included	1	1	4	10	individual
Monitoring	basic	predefined	individual	extended	custom
Multiple Git repositories	no	no	yes	yes	yes
Fallbacks and Direct Connect	no	no	yes	yes	yes
Advanced redeploys	no	no	yes	yes	yes

Scaling	basic	standard	extended	extended	custom
API	no	basic	full	business	custom
Roles and permissions (RBAC)	no	no	no	yes	yes
Priority support	no	no	no	yes	as agreed
Own hardware, multi-workspace	no	no	no	no	yes
Plan-included Credits per month	0.10	1.00	5.00	30.00	as agreed
Purchase of additional Credits	no	yes	yes	yes	yes
Automatic top-up	no	optional	yes	yes	as agreed

The plan fee unlocks platform features. Credits are used as a shared balance to settle consumption of resources. The number of app slots does not limit resource consumption.

The Enterprise plan is agreed individually and is not governed by this Schedule.

3 Resource prices

Credits are debited at the following resource prices, as in force at the time the relevant consumption occurs. As one Credit has a nominal value of EUR 1.00, the euro amounts correspond to the number of Credits debited.

Resource unit	**Price**
CPU hour	EUR 0.0288
RAM, GB-hour	EUR 0.0035
Local NVMe storage, GB-month	EUR 0.10
Storage server, GB-month	EUR 0.10
Object storage, GB-month	EUR 0.10
Internet egress, GB	EUR 0.15
Requests, per 1 million	EUR 0.0002

LILY may adjust the resource prices in accordance with Section 9.9 of the Beta Terms. Updated resource prices are notified to the Customer in accordance with Section 9.9 and published on the Platform in a timely manner.

Resources not listed in this Section are not charged on a usage basis during the Beta Phase.

4 Included services

Each plan includes, per monthly billing period, the plan-included Credits and the structural limits set out in Section 2, namely projects, apps per project, app slots and users included.

Consumption is debited from the Customer's Credit balance. Consumption in excess of the plan-included Credits requires that the plan provides for the purchase of additional Credits and that a sufficient Credit balance is available.

5 Behaviour on reaching limits

5.1 Credit balance insufficient

Where the Credit balance is insufficient to cover consumption, usage-based services are paused with immediate effect. A running deployment whose resource reservation cannot be covered may be suspended or stopped at LILY's discretion. The structural limits of the plan remain unaffected. Existing Customer Data is retained in accordance with Section 5.4.

5.2 Structural limits reached

Scenario	Behaviour
The Customer attempts to exceed the limit for projects, apps or app slots of the plan booked	The Platform prevents the creation of further resources. The Customer must delete existing resources or move to a higher plan.
The Customer moves to a lower plan and existing resources exceed its limits	Excess projects, apps or repositories are paused until the Customer reduces the number of resources to within the applicable limits. Paused resources are retained for a period of ninety (90) days.

5.3 Plan fee not paid

Scenario	Behaviour
Direct debit fails, for example due to insufficient funds or a revoked mandate	LILY notifies the Customer without undue delay and grants a reasonable period for alternative payment. If payment is not received within that period, LILY may suspend access in accordance with Section 9.5 of the Beta Terms.
Suspension due to non-payment	The Customer's Credit balance, data and configuration are retained for a reasonable period during the suspension, not exceeding ninety (90) days. Access is restored upon receipt of full payment.

5.4 Deletion

After expiry of the retention period under Section 5.2 or 5.3, LILY may delete the Customer's data and configuration after giving the Customer fourteen (14) days' prior notice in text form. Section 8 of the Beta Terms (Cloud Switching) remains unaffected.

6 Taxes

All amounts stated in this Schedule are exclusive of value added tax, which is charged at the applicable statutory rate where required by law.