LEGAL

Terms and conditions

These terms and conditions apply to businesses and public bodies using MAIA. The provider is Prodlane GmbH.

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Version 2

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1. Scope

(1) These general terms and conditions ("Terms") apply to the provision of the software-as-a-service solution MAIA and all related services by Prodlane GmbH, Löhrstraße 15, 04105 Leipzig, Germany ("Prodlane").

(2) MAIA is aimed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law ("Customer"). Upon conclusion of the agreement, the Customer declares that it belongs to this group. Prodlane does not enter into contracts with consumers within the meaning of Section 13 BGB. Prodlane may request proof of entrepreneur status and reject orders where it is not evident.

(3) Deviating terms and conditions of the Customer only apply if Prodlane expressly agrees to them in text form. This also applies if Prodlane performs in the knowledge of such terms.

2. Contractual components and order of precedence

(1) The agreement on the use of MAIA ("Usage Agreement") consists of the following, in this order of precedence:

- Prodlane's offer with its price table, or the online order (clause 3),
- the service description (clause 4),
- these Terms.

In the event of conflict, the higher-ranking component prevails.

(2) Together with the Usage Agreement, the parties conclude the data processing agreement ("DPA") in the version in force at the time the agreement is concluded, without the need for a separate signature. If the parties have concluded a separate DPA, that DPA applies instead; references to the DPA in these Terms then apply accordingly. For the processing of personal data, the DPA takes precedence over all other contractual components and over a confidentiality agreement under paragraph 3. If a party terminates the DPA for good cause under clause 14.3 of the DPA, the Usage Agreement ends at the same time.

(3) If the parties have concluded a separate confidentiality agreement or a supplementary agreement on the protection of professional secrets under Section 203 of the German Criminal Code (StGB), these take precedence over these Terms to the extent that they provide for stricter obligations. Otherwise, these Terms apply in addition. Clause 15 (2) and the rules on the return and deletion of Customer Content under clause 15 and the DPA apply in any case.

(4) Users who register in MAIA and confirm these Terms in doing so do not thereby enter into a contractual relationship of their own with Prodlane. Rights and obligations under the Usage Agreement exist solely between Prodlane and the Customer. Earlier or other terms of use of Prodlane addressed to users do not apply in relation to the Customer.

3. Conclusion of the agreement

(1) If Prodlane issues an offer, the Usage Agreement is concluded when the Customer accepts it in text form, for example by signing it or confirming it by email.

(2) The Customer may also book licences itself through the ordering process on the website or in MAIA and pay through a payment service provider ("online order"). The presentation of the licences is not yet a binding offer. By completing the ordering process, the Customer submits a binding offer. Before completing the order, the Customer can review and correct its details. Prodlane accepts the offer by activating the licences or confirming the order by email. The confirmation contains these Terms, the service description and the DPA in the version in force at the time the agreement is concluded, or links to them.

(3) Anyone who accepts an offer or completes an order on behalf of the Customer warrants that they are authorised to do so.

4. Scope of services and further development

(1) Prodlane provides MAIA as a cloud solution for use over the internet. No installation on the Customer's systems is required.

(2) The scope of services is set out in the service description at getmaia.ai/en/service-description in the version in force at the time the agreement is concluded and, where applicable, in the offer. Prodlane commits to the core functions described in the service description and to the services expressly agreed in the offer for the term. Prodlane may change further functions in accordance with paragraph 4. Prodlane only assumes a guarantee in the legal sense if it is expressly designated as such.

(3) Updates and further developments of the agreed functions are included in the price. New functions, modules or services that Prodlane offers and prices separately are only included if the Customer has booked them.

(4) Prodlane continuously develops MAIA and may change, replace, add or discontinue functions, connections to third-party systems, AI models and other features, as long as each core function is maintained in its essential scope. Services expressly agreed in the offer remain unaffected. Prodlane may replace the AI models used with equivalent or more capable models. The rules of the DPA on sub-processors (clauses 10.8 to 10.10 of the DPA) remain unaffected.

(5) If a material restriction of the core functions is unavoidable, for example because a model provider discontinues its service or legal requirements demand it, Prodlane announces it in text form at least six weeks in advance, insofar as the cause permits. In this case, the Customer may terminate the Usage Agreement with effect from the time of the change. Prodlane refunds fees paid in advance for the period thereafter on a pro rata basis.

(6) MAIA uses AI models from various providers and can be connected to third-party systems used by the Customer. The Customer decides which systems it connects and which permissions it grants in doing so. Prodlane is not responsible for the availability and functionality of the third-party systems the Customer connects.

(7) Prodlane may engage subcontractors to provide its services. The DPA applies to sub-processors.

(8) Prodlane only owes workshops, training, consulting and individual customisations to the extent that they are agreed in the offer or in a later agreement in text form ("Additional Services"). Prodlane provides Additional Services as services (Dienstleistungen). Prodlane owes their careful performance, not a specific result. Dates are only binding if they are expressly agreed as binding.

5. Trials and pilot phases

(1) Prodlane may provide MAIA to the Customer for trial purposes before or alongside a Usage Agreement, for example as trial access or in a pilot phase ("trial"). Whether the trial is free of charge or subject to a fee, and its scope and duration, follow from the respective agreement, for example an offer or a confirmation by email.

(2) These Terms and the DPA apply to the trial unless otherwise agreed.

(3) The trial ends when the agreed duration expires, without the need for termination. It does not automatically turn into a paid Usage Agreement. If no duration has been agreed, either party may end the trial at any time in text form.

(4) If the Customer subsequently concludes a Usage Agreement, its workspace is retained with all content. Otherwise, clause 15 (4) and (5) apply accordingly.

(5) The availability commitment under clause 6 (1) does not apply to a free trial. In derogation from clause 14 (2) and (3), Prodlane is only liable for intent and gross negligence in this case. Clause 14 (1) remains unaffected.

6. Availability, maintenance and support

(1) Prodlane provides MAIA with an availability of 99 % on a monthly average. MAIA is unavailable if MAIA cannot be reached at the transfer point of the data centre used by Prodlane or the AI assistant cannot be used at all. The following do not count as unavailability:

- scheduled maintenance under paragraph 2,
- the failure of individual AI models, as long as other AI models can be used in MAIA,
- disruptions, restrictions or interface changes of connected third-party systems,
- restrictions of individual functions, longer response times and reached usage quotas,

- disruptions for which Prodlane is not responsible, in particular force majeure and disruptions of the internet outside Prodlane's sphere of influence,
- disruptions caused by incorrect operation or use in breach of contract by the Customer.

(2) Prodlane announces scheduled maintenance at least three days in advance and schedules it outside normal business hours where possible. Scheduled maintenance may not exceed a total of eight hours per calendar month. Prodlane may install urgent security updates without notice.

(3) Prodlane publishes the current operating status at status.getmaia.ai.

(4) Prodlane provides support by email at support@getmaia.ai.

(5) In the event of force majeure, Prodlane is released from its obligation to perform for its duration and to the extent of its effects.

7. Licences and rights of use

(1) For the term of the agreement, Prodlane grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use MAIA within the scope of the booked licences for its own business purposes.

(2) Licences are booked per workspace and are personal. A workspace is the Customer's separate area in MAIA with its users and content. A person who belongs to several workspaces needs a separate licence in each workspace. Access credentials may not be shared.

(3) Owners and administrators are the persons to whom the Customer grants administrative rights for its workspace in MAIA. They assign the booked licences and their licence type themselves within the booked number. They may assign a licence to another person if the previous person is no longer to use MAIA, for example after leaving the company or after a change of role. Rotating assignments in order to share a licence among several persons are not permitted. Booked but unassigned licences are charged.

(4) Use is subject to the usage quotas set out in the service description. Unused quotas expire at the end of their period.

(5) Users are the persons to whom the Customer assigns a licence, in particular its employees and third parties working for it. The Customer ensures that its users comply with these Terms and is responsible for their actions.

(6) The Customer may not pass on, rent out or resell MAIA or access to MAIA to third parties and may not use MAIA to develop a product with substantially the same functions. It may not decompile MAIA or otherwise attempt to obtain the source code, except where expressly permitted by law (Sections 69d, 69e of the German Copyright Act, UrhG).

8. Obligations of the Customer

(1) The Customer ensures the technical requirements for use, in particular an internet connection and an up-to-date browser.

(2) The Customer keeps access credentials secret and informs Prodlane without undue delay if it suspects misuse.

(3) The Customer is responsible for the content that it and its users enter, upload or provide via connected systems in MAIA. It ensures that it is entitled to do so and that the content does not violate applicable law or third-party rights.

(4) The Customer does not use MAIA for unlawful purposes. It does not interfere with the operation or security of MAIA, does not circumvent security mechanisms or usage quotas, for example by scripts or automated requests outside the intended interfaces, and does not carry out penetration tests or scans without Prodlane's prior consent in text form.

(5) The Customer does not use MAIA for practices prohibited under Article 5 of Regulation (EU) 2024/1689 (AI Act). Use as or in a high-risk AI system under Article 6 of the AI Act requires a prior agreement with Prodlane in text form.

(6) The usage policies of their providers also apply to the use of the AI models in MAIA. The Customer is responsible for complying with them. Violations may result in the use of individual AI models being excluded or restricted. These include in particular:

- Microsoft AI Code of Conduct
- AWS Responsible AI Policy
- AWS Third-Party Model Policy
- Anthropic Usage Policy
- Google Generative AI Prohibited Use Policy

(7) If there are specific indications of a material breach of these obligations or of a security risk, or if there is an order from an authority, Prodlane may temporarily block individual functions or AI models, the access of individual users or the access of the Customer, to the extent necessary to prevent damage. Prodlane chooses the mildest effective measure, informs the Customer without undue delay and lifts the block as soon as the reason no longer applies.

(8) The Customer indemnifies Prodlane against third-party claims, including reasonable costs of legal defence, that are based on the Customer's content or on use of MAIA in breach of this clause, to the extent the Customer is responsible for this. Prodlane informs the Customer of such claims without undue delay and coordinates the defence with it.

9. Prices and payment

(1) The prices in the price table of the offer apply or, for an online order, the prices displayed when ordering. All prices are exclusive of statutory value added tax.

(2) Prodlane invoices licence and support fees in advance: for an offer annually or, if agreed in the offer, every six months or every two years; for an online order for the selected billing period.

(3) For an online order, Prodlane collects the fees through the payment service provider Stripe using the payment method the Customer provided when ordering.

(4) Prodlane invoices one-off services such as onboarding or workshops after they have been provided.

(5) Invoices are due without deduction within 14 days of receipt. For an online order, the fees are due at the start of the respective billing period and are collected then.

(6) If the Customer is in default of payment or, for an online order, the collection fails, Prodlane sends a reminder in text form announcing the block. If the Customer does not pay within 14 days of receipt of the reminder, Prodlane may block access until payment is received. The payment obligation remains.

(7) The Customer may only set off undisputed or legally established claims and may only assert a right of retention on the basis of such claims.

10. Term and termination

(1) The Usage Agreement begins on the date stated in the offer, otherwise when the licences are activated, and for an online order when the order is completed.

(2) For an offer, the term follows from the offer. If the offer does not specify a term, it is twelve months. Either party may terminate the Usage Agreement with one month's notice to the end of the respective term.

(3) If the offer provides for an opt-out phase, the Customer may end the Usage Agreement at the end of that phase (opt-out). The duration of the opt-out phase and the deadline by which the opt-out notice must reach Prodlane in text form follow from the offer. If the offer does not specify a deadline, receipt by the end of the opt-out phase is sufficient. The opt-out covers the entire Usage Agreement, including licences added later. Prodlane then refunds the licence and support fees paid for the period after the opt-out phase. One-off services already provided are not refunded. Renewals have no opt-out phase.

(4) For an online order, the term corresponds to the selected billing period, i.e. one month or one year. The Customer may terminate the Usage Agreement up to seven days before the end of the respective term in MAIA or in text form. Prodlane may terminate with one month's notice to the end of the respective term.

(5) The right of both parties to terminate for good cause remains unaffected. Good cause for Prodlane exists in particular if the Customer is in default with a payment due for more than 30 days after receipt of a reminder or, despite a warning, repeatedly and materially breaches these Terms. The Customer's rights to switch provider under clause 16 remain unaffected.

(6) Termination requires text form unless termination in MAIA under paragraph 4 is provided for.

11. Renewal and price adjustment

(1) Without timely termination, the Usage Agreement renews for an offer by twelve months at a time, unless the offer provides otherwise, and for an online order by the selected billing period. It renews with the licences and services booked at the end of the term. For an offer, Prodlane invoices annually during the renewal unless the offer provides otherwise.

(2) During the renewal, the previous prices continue to apply. If the prices for the next term change because Prodlane adjusts them or a discount under paragraph 3 ceases to apply, Prodlane informs the Customer of the new prices in text form no later than one month before the end of the notice period, and for an online order no later than 30 days before the start of the next term. The Customer may then terminate until the end of the notice period. Otherwise, the new prices apply from the next term. If no such notice is given, the previous prices apply for a further term.

(3) Discounts apply for the period for which they are granted, otherwise only for the first term, unless the offer provides otherwise.

(4) One-off services are not charged again on renewal.

12. Additional orders, upgrades and reductions

(1) During the term, the Customer may add further licences or convert licences to a higher licence type at any time, starting from one licence. For an offer, an order in text form is sufficient; for an online order, the Customer books in MAIA.

(2) Prodlane charges additions pro rata until the end of the current term: for an offer at the prices Prodlane states when the additional order is placed, otherwise at the prices of the offer; for an online order at the displayed prices. For a conversion, the price difference is charged pro rata.

(3) Prodlane activates added and converted licences immediately after the order. They are subject to the same conditions as the other licences and renew with the Usage Agreement.

(4) The Customer may reduce the number of licences or their licence type with effect from the end of the term. The reduction counts as a partial termination and must be declared in compliance with the notice period under clause 10.

13. Defects

(1) Prodlane provides MAIA in a condition suitable for contractual use and maintains this condition during the term.

(2) The Customer reports defects without undue delay in text form to support@getmaia.ai and describes them so that Prodlane can reproduce them.

(3) Prodlane remedies reported defects within a reasonable period, at its option by fixing the error, an update or a reasonable workaround.

(4) No-fault liability for defects that already existed when the agreement was concluded (Section 536a (1) alt. 1 BGB) is excluded.

(5) The Customer may not enforce a reduction by deducting it from current fees, but only by reclaiming fees overpaid. This does not apply if the reduction is undisputed or has been legally established.

(6) The Customer may only terminate the Usage Agreement because of a defect if it has set Prodlane a reasonable deadline for remedying it without success and the contractual use is impaired more than insignificantly. Section 543 (3) sentence 2 BGB remains unaffected.

(7) MAIA generates results with AI models. Such results may be incorrect, incomplete or out of date. The fact that individual results are incorrect does not in itself constitute a defect. The Customer checks results before using them. This also applies if the Customer uses MAIA in a way that actions are carried out on the basis of results without prior review.

14. Liability

(1) Prodlane has unlimited liability for intent and gross negligence, for injury to life, body or health, under the German Product Liability Act and to the extent Prodlane has assumed a guarantee.

(2) In the event of a slightly negligent breach of a material contractual obligation, Prodlane is only liable for the typical damage foreseeable when the agreement was concluded. Material contractual obligations are obligations whose fulfilment makes the proper performance of the agreement possible in the first place and on whose fulfilment the Customer may regularly rely. Liability under this paragraph is limited per contract year to the fees for twelve months, but to at least EUR 25,000 and at most EUR 100,000. The fees for the licences and services booked at the time of the event giving rise to the damage are decisive. A contract year is each period of twelve months from the start of the Usage Agreement.

(3) Otherwise, liability for slight negligence is excluded.

(4) Claims under paragraph 2 become time-barred one year after the statutory limitation period begins.

(5) Paragraphs 1 to 4 also apply to the personal liability of Prodlane's governing bodies, employees and vicarious agents. Liability towards data subjects under Article 82 GDPR remains unaffected. Between the parties, paragraphs 1 to 4 also apply to claims under the DPA and to compensation claims under Article 82 (5) GDPR.

15. Customer content, data protection and end of the agreement

(1) Prodlane processes personal data on behalf of the Customer exclusively in accordance with the DPA.

(2) Inputs, uploaded files, connected content and results of the Customer ("Customer Content") remain with the Customer. Prodlane acquires no rights to them and uses them only to the extent necessary to provide, secure and troubleshoot the service. Neither Prodlane nor its subcontractors use Customer Content to train or fine-tune AI models.

(3) Prodlane may evaluate usage and operating data, for example on which functions are used and how, also in personal or pseudonymised form, in order to operate, secure and improve MAIA. Customer Content is not included. To this extent, the Customer instructs Prodlane within the meaning of the DPA. Prodlane does not pass this data on to third parties, except to sub-processors under the DPA that process it solely on Prodlane's behalf. Prodlane may use the Customer's comments and suggestions for improving MAIA without restriction.

(4) When the agreement ends, Prodlane switches MAIA to read-only access for 30 days (retrieval period). Users can still view and download their previous chats and files. Upon request in text form, Prodlane provides the Customer with its Customer Content free of charge in a common, machine-readable format within the retrieval period. When the retrieval period expires, Prodlane deletes the Customer Content and the other personal data processed on behalf of the Customer and confirms the deletion in text form upon request. Copies in backups are deleted as part of the regular rotation, no later than 100 days after deletion. Statutory retention obligations remain unaffected.

(5) If the Customer requests this in text form before the agreement ends, Prodlane retains the workspace for up to six months, in derogation from paragraph 4, so that the Customer can license it again. The request counts as an instruction within the meaning of the DPA. If the Customer requests earlier deletion, Prodlane deletes the data earlier.

(6) Prodlane provides information on security, hosting and sub-processors on the security page and in the MAIA Trust Center.

16. Switching provider and data export

(1) The Customer may at any time request, with two months' notice in text form, to switch to another provider of data processing services or to its own IT infrastructure, or to port its exportable data (Chapter VI of Regulation (EU) 2023/2854, "Data Act").

(2) After the notice period, Prodlane supports the switch within a transitional period of 30 days and provides the exportable data in a common, machine-readable format. If this period is technically not feasible, Prodlane notifies the Customer within 14 working days of the request, gives reasons and specifies an alternative transitional period of no more than seven months.

(3) Exportable data comprises the Customer Content, in particular inputs, results and uploaded files, as well as workflows and the settings of the workspace and its users. Data relating exclusively to the operation, security or billing of MAIA, as well as software, AI models and other protected components of Prodlane and third parties, are not exportable.

(4) After the transitional period, the Customer can still retrieve its data for at least 30 days. Prodlane then deletes all exportable data and the other personal data processed on behalf of the Customer in accordance with clause 15 (4).

(5) The Usage Agreement ends upon successful completion of the switch, which Prodlane confirms to the Customer. Prodlane does not charge switching fees. Further rights of the Customer under the Data Act remain unaffected.

(6) If the Usage Agreement ends under this clause before the end of an agreed fixed term, the Customer owes an early termination fee equal to the discounts granted to it for the fixed term for the period until the end of the agreement, but at least one monthly fee and at most three monthly fees. Prodlane refunds fees paid in advance for the period after the end of the agreement less this amount.

17. Confidentiality and references

(1) The parties treat as confidential all information of the other party that is marked as confidential or is recognisably confidential from the circumstances. Customer Content is always confidential. The parties use such information only for the Usage Agreement and pass it on only to persons who need it for this purpose and are themselves bound to confidentiality.

(2) Excluded is information that is publicly known without breach of these Terms, that the receiving party has lawfully obtained from third parties or already knew, or that it must disclose on the basis of a statutory or official obligation. In the latter case, it informs the other party in advance, where permitted. Comments and suggestions under clause 15 (3) are not confidential information.

(3) The obligations under this clause continue for three years after the end of the agreement, and indefinitely for Customer Content. Clause 2 (3) applies to a separate confidentiality agreement.

(4) For a Usage Agreement based on an offer, Prodlane may name the Customer and use its logo as a reference on its website and in sales materials, also after the end of the agreement. The Customer may object to this at any time by email. Prodlane then removes the reference promptly. Prodlane names customers with an online order as a reference only with their prior consent. Prodlane only publishes case studies, quotes and further references with the Customer's prior consent.

18. Changes to these Terms

(1) Prodlane may amend these Terms and the DPA with effect for existing Usage Agreements if this is necessary due to changed legal or technical conditions, due to technical changes to MAIA or to close gaps in the provisions, and does not shift the balance between performance and consideration to the Customer's disadvantage. Excluded are changes to prices, the term, the core functions, availability, liability, confidentiality and the rules on Customer Content and the end of the agreement, as well as changes to the DPA that lower the level of protection for personal data. For prices, functions and usage quotas, only clause 4 (4) and (5), clause 11 (2) and the service description apply.

(2) Prodlane notifies the Customer of changes in text form at least four weeks before they take effect. If the Customer does not object by the time they take effect, the changes are deemed accepted. In the notification, Prodlane points out the right to object, the deadline and the consequences of not objecting.

(3) If the Customer objects, the Usage Agreement continues on the previous terms. Either party may then terminate it to the end of the term in compliance with the notice period under clause 10.

19. Final provisions

(1) Amendments and additions to the Usage Agreement require text form unless these Terms provide otherwise.

(2) Prodlane may transfer the Usage Agreement to a company affiliated with it (Section 15 of the German Stock Corporation Act, AktG) with four weeks' notice in text form. In this case, the Customer may terminate the Usage Agreement with effect from the time of the transfer.

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

(4) The exclusive place of jurisdiction for all disputes arising out of or in connection with the Usage Agreement is Leipzig.

(5) Only the German version of these Terms is legally binding. This English translation is provided for information purposes only. The German version is available here.

(6) If a provision is invalid, the remainder of the Usage Agreement remains valid.