

# End User License Agreement for "tenfold"

## I. Scope of application and Definitions

1. This End User License Agreement (hereinafter referred to as the "Agreement") sets forth the terms governing (i) the use of the Licensor's (Section I.5) "tenfold" Software (Section I.3) provided by the Licensor (Section I.5) for the Licensee (Section I.6; the Licensor and the Licensee are hereinafter also each referred to as a "Party" and jointly as the "Parties") and (ii) the maintenance services for the "tenfold" Software aimed at enhancing usability through the provision of updates, new versions and technical support (Section X.). The General Terms and Conditions of the Licensor (hereinafter referred to as "GTC") are hereby acknowledged and expressly agreed upon by the Licensee and shall remain unaffected by this Agreement, unless this Agreement deviates from the GTC.
2. Any terms and conditions proposed by the Licensee that conflict with this Agreement shall be valid only in exceptional circumstances and upon express written consent from the Licensor. This provision shall also apply in instances where the Licensor performs or delivers products or services without reservation in knowledge of or on terms and conditions not specified in the Licensor's GTC.
3. "Software" within the meaning of this Agreement is the "tenfold" Software and the licensed functions in executable object-code as well as the documentation (user manual) available in electronic form in the language agreed upon between the Licensor and the Licensee as well as any license keys required to download and use the Software.
4. It is expressly stated that the Source Code of the Software is not part of the granting of rights under this Agreement.
5. "Licensor" within the meaning of this Agreement is the manufacturer of the Software, tenfold Software GmbH, Seidengasse 9, 1070 Vienna, Austria.
6. "Licensee" is the end user of the Software.
7. The "License Volume" refers to the number of persons managed under the Software license and is determined in accordance with Section II.9.
8. In relation to the maintenance of the Software as outlined in Section X., the following definitions shall also apply:
  - a. "Partner" shall mean any third party, distinct from both the Licensor and the Licensee, who is authorized to enter into a maintenance agreement with the Licensee on behalf of and for the account of the Licensor.
  - b. "Support Case" shall mean any instance wherein the Licensee initiates contact with the Licensor's customer service team for the purpose of addressing technical problems in connection with the Software or questions about the Software.

9. "Major Version" within the meaning of this Agreement describes a Version of the Software which was released by tenfold and can have extensive functional changes, innovations, technological changes and features, where interfaces and functions may change or be omitted or be replaced by alternative functions. A Major Version is identified by the second digit of the version number (e.g. 1.2 or 1.5).
10. "Minor Version" within the meaning of this Agreement describes a Version of the Software which was released by tenfold within a Major Version and which includes changes and new functions. A Minor Version is identified by the third digit of the version number (e.g. 1.2.2 or 1.2.5).

## II. Software License

1. The right to use the Software is always limited to the licensed functions (Section II.8.), the License Volume acquired by the Licensee (Section II.9) and for the purposes of the Licensee's own company, namely the processing and administration of user accounts and access rights of the Licensee's own company. The Licensee's own company also includes all companies (i) which the Licensee directly or indirectly controls (subsidiaries), (ii) which directly or indirectly control the licensee (parent company) and (iii) companies which are directly or indirectly controlled by a company in accordance with ii (sister companies). Commercial subletting to third parties is generally prohibited.
2. When purchasing a Software license, the Licensee is granted by the Licensor a simple, non-exclusive and non-transferable right of use for an unlimited period of time to use the Software permanently to the agreed extent (Section II.1) contingent upon the agreed upon one-off payment.
3. In the case of a Software rental ("Subscription"), the Licensee is granted by the Licensor a simple, non-transferable, non-exclusive right to use the Software within the agreed period ("Period of Use") to the agreed extent (Section II.1), contingent to the agreed upon Software royalties.
4. In the event of a Subscription pursuant to Section II.3, the Parties hereby agree to a maintenance agreement for the Software coinciding with the Period of Use as specified in Section X. For Subscriptions, the maintenance fee of the Software during the Period of Use is encompassed within the royalties paid by the Licensee.
5. If the Licensor provides the Licensee with improvements, additions (e.g. patches, additions to the user manual) or a new versions of the Software (e.g. update, upgrade) as part of a maintenance agreement or due to obligations arising from this Agreement, which replace previously provided Software, these improvements, additions and new versions are subject to this Agreement.
6. If the Licensee defaults on the agreed royalties, it shall be obliged to pay the Licensor default late payment fees in accordance with § 456 Austrian Company Code at a rate of 9.2 percentage points p.a. above the applicable base late payment fee rate. The Licensor is entitled to

terminate this Agreement with immediate effect if an amount of more than EUR 10,000.00 (or an amount corresponding to this amount in another currency at the due date) remains unpaid for more than 30 days despite a written reminder and the setting of a grace period of at least 7 days.

7. At the moment of expiry of the Period of Use for a Subscription or in the event of termination in accordance with Section II.6 the Licensee's right to use the Software expires and the Licensee must irretrievably delete the Software from its system and provide evidence of this deletion to the Licensor. If the Licensee wishes to continue using the Software beyond the Period of Use, the Licensee must license the Software again at the currently valid conditions. If the Licensee continues to use the Software after the Period of Use without authorization, Licensee is obliged to license the Software retroactively from the end of the Period of Use in accordance with the currently valid conditions.
8. The scope of the Licensee's Software license is determined by the specifically licensed functions. If functions that exceed the licensed scope of use have been activated inadvertently or erroneously, the Licensee must notify the Licensor of this in writing immediately upon becoming aware of it. The Licensee is in any case prohibited from using these unlicensed additional functions without the prior written consent of the Licensor; a breach of this provision shall entitle the Licensor to claim damages.
9. The Licensee may license, load and run the Software for the number of managed persons agreed between the Licensor and the Licensee.
10. Duplication of the Software is only permissible solely to the extent that this is necessary for use in accordance with the contract. The Licensee is expressly prohibited from reproducing the Software beyond the License Volume. In addition, the Licensee may make backup copies of the Software to the extent necessary in accordance with the state of the art.
11. The number of managed persons is defined by all active objects created in the tenfold database that can be assigned to a physical person. This includes active personal data records that have at least one IT-resource (application, hardware-Section, mobile equipment, user account in a third-party system or similar) assigned to them. Also included are Active Directory-user accounts that can be managed in the Software and Microsoft 365 user accounts that are not assigned to a personal data record but can be assigned to a physical person. Deactivated persons, deleted persons and functional- or service-users are excluded from the licenses used.
12. The Licensor shall have the right, either himself or through a representative bound to professional secrecy (lawyer or chartered accountant), to audit the usage figures (Section XVIII.1) of the Licensee. Four weeks' notice of such a review must be given to the Licensee and it must be carried out in such a way that the Licensee's business operations are not significantly disrupted. Such

a review may also be carried out with the Licensee's consent via remote data access (e.g. via TeamViewer).

13. In case a review reveals that the License Volume has been exceeded, Section XVIII.2 shall apply.
14. Any misuse of the Software or license(s) by the Licensee shall entitle the Licensor to permanently block the license(s) concerned to the extent of the misuse; further claims for damages by the Licensor shall remain unaffected.

### III. Limitation of Use

1. If the Licensee permanently ceases to use the Software, he must irretrievably destroy any copies of the Software the Licensee has and delete the Software completely and irretrievably from all systems.
2. If the Licensee replaces the hardware used, Licensee undertakes to completely and irretrievably remove the Software from the replaced devices. The Licensee is then entitled to install the Software on the replaced devices to the extent of the License Volume.
3. The Licensee is generally not entitled to decompile the Software or to convert it back to human-readable form in any other way, to modify it, to use it as a whole or in parts in a way that deviates from the agreed scope of use (Section II.1), to make it available in any way to direct competitors of the Licensor, to misuse it or to negligently misconfigure it.
4. The prohibition on editing or modifying the Software (Section III.3) does not apply in the mandatory cases provided for by law for the purpose of correcting errors or establishing interoperability with other computer programs. The Licensee shall immediately inform the Licensor in writing of any need for editing or modification in this context; the Licensee undertakes to commission the Licensor to carry out the processing or modification against payment of a reasonable fee; if the Licensor does not accept the commission within two weeks on reasonable terms, the Licensee shall be entitled to carry out the processing or modification itself or have it carried out by third parties at its own expense. Otherwise, § 40e Austrian Copyright Act shall apply. The Licensee shall not be entitled to its own rights of use and exploitation of such adaptations over and above the rights of use granted under this Agreement. If, in exceptional cases, the Licensee does acquire rights to the modification, the Licensor may - in return for appropriate remuneration - demand the granting of an exclusive right of use, unlimited in terms of territory and time, with the right to grant sublicenses.
5. The Licensee undertakes not to remove or manipulate the Licensor's copyright notices and control marks under any circumstances.

### IV. Protection of Software, license keys and application documentation

1. Unless the Licensee is expressly granted rights under this Agreement, all rights to the Software (and all copies made by the Licensee) - in particular the copyright rights, the rights to or in inventions and technical

- property rights - are the exclusive property of the Licensor. This also applies to adaptations of the Software by the Licensor.
2. The Licensee shall store the Software securely and take the necessary precautions to prevent the Software - in particular license keys - from falling into the hands of unauthorized third parties. Third parties do not include the Licensee's employees or other persons who are on the Licensee's premises for the purpose of using the Software in accordance with the contract.
  5. The Licensee shall take all appropriate and necessary measures to ensure the confidentiality of the Confidential Information provided.
  6. The Licensee shall be liable for compliance with the confidentiality Agreement in accordance with this Section V by its employees and, if external consultants are engaged, also for compliance by these external consultants. This confidentiality Agreement pursuant to this Section V shall be demonstrably transferred to these employees and external consultants in the event that information is passed on, but this shall not reduce the party's own liability for its own employees and external consultants.

## V. Confidentiality

1. In connection with this Agreement, Licensee may obtain access to information that is not generally known, or readily accessible, either in its entirety or in the precise arrangement and composition of its components, to persons in the circles that normally deal with this type of information, including but not limited to ideas, concepts, know-how, developments, analyses, designs, descriptions, plans, software, technology, documentation, reports, concepts, sales and pricing information, and any other information that the Licensor or any partner of the Licensor entering into this Agreement on behalf of the Licensor with the Licensee provides or makes available in writing, electronically, orally or in any other form, regardless of whether such information is marked as confidential ("Confidential Information").
2. The Licensee undertakes to keep all Confidential Information strictly secret from third parties and to use it only for the purposes of this Agreement. Internal access to Confidential Information shall be restricted to those employees and, where applicable, external consultants who absolutely require such access within the scope of this Agreement ("need-to-know basis"). Documents containing Confidential Information may only be reproduced with the prior written consent of the Licensor and may only be used for the purposes of this Agreement.
3. The obligations arising from this Section V do not apply to confidential information that
  - a. has been made publicly available without violating this Agreement,
  - b. is already in the lawful possession of the Licensee without any obligation of confidentiality,
  - c. was demonstrably acquired by the Licensee through an independent discovery/creation or developed/created independently,
  - d. has been published or disclosed by the Licensee with the prior written consent of the Licensor, and/or
  - e. the Licensee must disclose under mandatory Union or national law.
4. The confidentiality obligation shall apply irrespective of the manner in which the Licensee's Confidential Information was disclosed or made available under this Agreement or whether it otherwise became known through this Agreement, whether in written, electronic or oral form.
7. The confidentiality obligations shall continue indefinitely beyond the termination of this Agreement.

## VI. Duty to cooperate and provide information

1. The Licensee has informed himself about the essential functionalities of the Software and bears the risk as to whether these correspond to his wishes and requirements; in case of doubt, he has sought advice from employees of the Licensor or from expert third parties before concluding this Agreement.
2. The establishment of a functional hardware and software environment for the Software and the associated IT security processes – which is also sufficiently dimensioned taking into account the requirements of the Software – is the sole responsibility of the Licensee.
3. The Licensee shall test the Software thoroughly before using it to ensure that it is free of defects and can be used in the existing hardware and Software configuration.
4. The Licensee shall take appropriate precautions in the event that the Software does not work properly in whole or in part (e.g. through daily data backups, fault diagnosis, regular checks of the functionality of the Software).
5. Insofar as the Licensee does not expressly point out in advance that the data is not backed up, the Licensor may assume that all of the Licensee's data with which the Software may come into contact are/will be backed up in accordance with the state of the art.
6. The Licensee shall bear any disadvantages and additional costs arising from a breach of these obligations.

## VII. Adjustments to changed mandatory legal framework conditions

1. If mandatory legal framework conditions (i.e. mandatory laws, regulations, regulatory requirements) that are important for the intended use of the Software change within the warranty period, the Licensor shall provide corresponding adaptations insofar as this is possible and reasonable for him with regard to the time at which those mandatory legal framework conditions come into force.

### **VIII. Delivery - Delivery time - Extension of delivery periods**

1. Unless otherwise agreed, the Software is supplied in the version current at the time of delivery.
2. Unless expressly agreed otherwise, agreed times for the provision of services by the Licensor are not fixed dates (§ 919 Austrian Civil Code).
3. The delivery period for the Licensor only begins as soon as all details have been clarified and both parties have agreed on all conditions of the transaction.
4. If the delivery and installation of the Software is delayed at the request of the Licensee or due to circumstances for which the Licensee is responsible, the Licensor shall be entitled to charge the Licensee for the additional costs incurred (e.g. for the provision of personnel).

### **IX. Obligation to inspect and give notice of defects**

1. The Licensee undertakes to check the Software for completeness and functionality immediately after delivery, but at the latest within 30 days.
2. Complaints must be notified to the Licensor in writing or by e-mail within a reasonable period of time, but at the latest within 14 days of delivery (in the case of obvious defects) or discovery of the defect.
3. If defects are discovered during the inspection in accordance with this Section, the Licensee is obliged to send the Licensor a written notice of defects immediately, specifying the defects found in detail.
4. If the Licensee breaches its obligation to give notice of defects in accordance with this Section IX., he shall lose his claims to warranty, to compensation for damages due to the defect itself and due to an error regarding the absence of defects.

### **X. Software Maintenance**

1. The following Section X. is applicable to those Licensees who have concluded a valid maintenance agreement.
2. As far as Sections X to XV do not provide otherwise, software maintenance is subject to the other provisions (Sections I. to IX. and XVI. to XXIII.) of this Agreement.

### **XI. Object and scope of maintenance and its execution**

1. Maintenance includes maintenance of the Software in the current version and technical support for the Software. A (new) version contains the latest updates. New versions are identified by a number (e.g. "4.1"). Support shall also include the middleware on which the Software is based ("Wildfly Application Server"), but only to the extent required to operate the Software. In any case, maintenance does not include, separately or together,
  - a. new versions for services other than the Software;
  - b. support for all hardware products;
  - c. support for any problems (not exclusively) in the areas of network, backup, disaster recovery,

monitoring, system operation, network operation, hardware operation, operation of the Licensor's products other than the Software in question;

- d. support for other products of the Licensee, in particular also products to which the Licensor's services have interfaces or with which they cooperate technically or organizationally in any other way;
- e. support for the database on which the Licensor's services are based, in particular, but not exclusively: performance tuning, monitoring, backup, recovery, disaster recovery, tools, replication, high availability;
- f. malfunctions which are the result of unauthorized modification or processing of the Software by the Licensee or external influences by third parties; and/or
- g. other applications that are not included in the scope of delivery of the Licensor's products.

The provision of services by the Licensor shall be organized in accordance with the state of the art and carried out with the care customary in the business. The Licensor shall carry out the maintenance while maintaining the continuity of the Licensee's business operations to the best possible extent and shall keep any impairment of the Licensee's business operations caused by the maintenance to a minimum.

2. The Licensee shall grant the Licensor access to its IT system for maintenance purposes and provide the computing resources required for maintenance. Failure of the Licensee under this Section XI.3 shall be reported in writing by the Licensor to the Licensee's responsible person.
3. The Licensee shall be responsible for ongoing, proper data backup and for establishing and guaranteeing data security (ensuring confidentiality, integrity and availability) of its systems; the Licensor shall only be liable for any loss of data if the Licensor has not provided its services under a maintenance agreement in accordance with the state of the art.
4. New versions of the Software as well as patches and bug fixes are only made available as downloads. The Licensor shall make every effort to maintain the availability of the downloads at all times, but does not assume any liability for this. The Licensee is completely free to decide whether to install the Program Parts or new versions covered by Sections X et seq. . If the Licensee refuses to install such new versions, Licensee shall lose his claim to the correction of those errors that would have been corrected by them.
5. It is agreed that older versions of the Software are only to be maintained and serviced by the Licensor for a maximum period of two years. The Licensee is only ever entitled to maintenance of one Major Version of the Software but not of a Minor Version of the Software. The Licensee can either install the new version himself or he can open a corresponding Support Case and the Licensor's customer service will take care of the installation.

## **XII. Maintenance Fee**

1. The amount of the maintenance fee to be paid by the Licensee shall be agreed separately; in case of a Subscription, Section II.4 shall apply.
2. The maintenance fee shall be paid by the Licensee in advance for the term according to Section XIII.1 by the time the respective invoice from either (i) the Licensor or (ii) a Partner who entered with the Licensee into a maintenance agreement on behalf of and for the account of the Licensor, becomes due.

## **XIII. Term of the Maintenance Agreement:**

1. The maintenance agreement is concluded for a fixed term, whereby the specific term is agreed separately. The maintenance Agreement therefore ends at the end of the last day of the separately agreed fixed-term period. After the last day of the separately agreed fixed-term period, the Licensor is not obliged to enter into a further maintenance agreement with the Licensee. If the Licensee does not declare to the Licensor before the end of the last day of the separately agreed fixed-term period of the maintenance agreement that the Licensee wishes to conclude a new maintenance agreement, the Licensor, if he accepts this offer from the Licensee, shall – in addition to the maintenance fee payable for the new maintenance agreement – in any case be entitled to a compensation in the amount of 15% of the maintenance fee payable for a full year, even if the fixed-term of the new maintenance agreement is less than one year. When a new maintenance agreement is concluded, both the maintenance fee and such compensation shall be determined on the Licensor's sales conditions applicable at the time of conclusion of such new maintenance agreement. In the case of a Subscription, Section II.4 shall apply.
2. Ordinary termination of the maintenance Agreement is excluded; however, it may be terminated with immediate effect by written notice at any time for good cause which makes it unreasonable for the terminating party to continue to adhere to the maintenance agreement. Such good cause shall include in particular:
  - a. the persistent and material breach of provisions of the maintenance agreement by one party, if the contractual condition is not restored within a reasonable period of time despite a prior written request by the terminating party;
  - b. Delay in payment by the Licensee to the Licensor or the Distributor for more than 30 days calculated from the due date, despite a written reminder and the setting of a grace period of at least 7 days, which may fall within these 30 days;
  - c. that an out-of-court settlement is initiated to avert the insolvency of the other party or, to the extent permitted by law, bankruptcy proceedings are applied for or initiated against the assets of the other party;
  - d. that a resolution is passed to voluntarily liquidate the other party; or

- e. that the other party engages in such detrimental behavior that makes further cooperation impossible, for example, but not exclusively, behavior that damages credit.

## **XIV. Support Cases**

1. The Licensor's customer service is available for the reporting of Support Cases Monday to Friday (working days taking into account Austrian public holidays and excluding 24 December and 31 December) between 09.00 and 18.00 Central European Time ("Regular Service Hours"). Support cases may only be reported via the following channels:
  - a. E-mail to [support@tenfold-security.com](mailto:support@tenfold-security.com)
  - b. Via the web portal <https://tenfoldSoftware.freshdesk.com>
  - c. Telephone +43 1 665 063 397 00If the Licensee attempts to open a Support Case by other means, in particular but not exclusively via chat, personal telephone extension or mobile number of an employee, e-mail to a personal or otherwise different address, post, fax or personal message, the Licensor does not guarantee that the Support Case can subsequently be properly registered and processed.
2. Each Support Case must contain a concrete, comprehensible and precise description of the problem that has occurred, which enables the Licensor to narrow down the cause and determine strategies for rectification. This includes, in particular, information about the type of problem, the description of the system status when the problem occurred, the components affected by the problem and the frequency and reproducibility of the problem.
3. The Licensor shall process the Support Case by means of remote maintenance. On-site resolution of a Support Case is not included in the maintenance fee; however, the Licensee may do so for a separate fee in accordance with Section XIV.13.

The Licensee is obliged to cooperate in the context of a Support Case. This means that he will:

  - a. if technically and legally possible, open a support channel for remote maintenance, for which the Licensor only supports the product "TeamViewer", which is available to the participant free of charge ([www.teamviewer.com](http://www.teamviewer.com));
  - b. actively and on its own initiative provide all available information that could be helpful for processing;
  - c. extract and provide all other information required by the technician processing/performing the Support Case;
  - d. actively cooperate in troubleshooting in accordance with the Licensor's instructions, in particular if the problem may be related to the Licensee's IT infrastructure (server, database, network, clients, other applications, etc.); and
  - e. provide a suitable employee as a contact person for the duration of the processing.

4. A Support Case can be closed immediately by the Licensor if one or more of the following points should occur:
  - a. The Licensee does not provide the information required to process the problem within a reasonable period of time;
  - b. The problem is not reproduced or cannot be found in spite of honest, persistent efforts and the operation of the system is not seriously affected;
  - c. The Licensee does not have a valid maintenance agreement or is more than 14 days in delay with payments (in connection with the maintenance agreement or other services); and/or
  - d. The Licensee is insolvent or insolvency proceedings have been rejected for lack of sufficient assets and no advance payment has been made or the insolvency administrator has agreed to assume the costs.
5. The manner in which a Support Case is resolved shall be at the reasonable discretion of the Licensor. If the Licensor offers the Licensee new versions, in particular patches, bug fixes, updates, upgrades, new releases, new versions, etc. to avoid or eliminate Support Cases, the Licensee must accept these and install them on its hardware in accordance with the Licensor's installation instructions.
6. The Licensee may refuse to resolve a Support Cases in the form of new Program Parts, patches, bug fixes etc. if these do not have at least the same compatibility and functionality as the replaced Program Part or if the Licensee cannot reasonably be expected to use them for other important reasons.
7. The resolution of a Support Case may also take the form of instructions to the Licensee or the Licensee's employees. The Licensee must follow such instructions.
8. Support Cases shall only be processed during the Regular Service Hours. Any Support Cases requiring attention outside such Regular Service Hours shall necessitate a separate agreement for each instance. The response time for Support Cases will be contingent upon both the urgency of the issue and the designated Support Class of the reported case, as outlined below:
  - a. Class 1 "Critical": Situations where either the entirety or a component of the Software becomes inoperable, or its use is significantly hindered, affecting critical business operations or security. This includes, but is not limited to, malfunctions that halt further operations. The Licensor shall endeavor to respond to Class 1 Support cases within no more than four (4) service hours.
  - b. Class 2 "Medium": Circumstances where the Software's functionality is notably limited, impacting business operations or security; however, continuation of work is feasible. The Licensor shall endeavor to respond to Class 2 Support Cases within no more than eight (8) service hours.
  - c. Class 3 "Low": Cases where the Software's functionality is marginally impacted, with minimal effect on business operations or security, allowing for uninterrupted continuation of work. The Licensor shall endeavor to respond to Class 3 Support Cases within no more than ten (10) service hours.
9. The response times described in XIV.8 are defined as the duration from the Licensee's notification of a Support Case to the Licensor, to the commencement of said case's processing by the Licensor.
10. Should the start of response times fall outside the Regular Service Hours, the start of the response time shall be deferred to the beginning of the next Regular Service Hours period. The lapse of the response time is suspended by the end of the Regular Service Hours. In instances where the response time would end outside the Regular Service Hours, the response time shall be extended by the remaining duration of the response time as of the end of the Regular Service Hours. This extension may take place consecutively if required. The Licensor does not warrant the resolution of Support Cases within a specified timeframe.
11. The Licensee agrees that if the Software detects a serious error, it will automatically open a Support Case via an Internet connection, which is in no way associated with costs for the Licensee and serves purely to inform the Licensor in order to be able to proactively correct such serious errors. However, the Licensee is not entitled to such error detection and the Licensor does not warrant the automatic triggering of such a Support Case.
12. The Licensee further agrees that in the course of automatically triggered Support Cases (Section XIV.8.) all necessary information to open a Support Case in addition to the information according to Section XVIII.1 are transferred to the Licensor.. This information is used by the Licensor primarily for the purpose of providing better support for the Software; in no case will personal data be transmitted or processed. However, should the Licensor determine in the context of a Support Case that misuse of the Software or the licenses by the Licensee has taken place or is taking place, Section XVIII.2 shall apply.
13. If, for reasons within the Licensee's control (e.g. the general rejection of remote maintenance tools), it is not possible to deal with a problem via remote maintenance and if the presence of a technician of the Licensor at the Licensee's premises is therefore necessary, the Licensor shall, in addition to the fees incurred for this, also bear all travel expenses incurred (in particular including the remuneration attributable to the travel time, any specific ticket prices, statutory expenses and any accommodation costs) for the technician in full.

#### **XV. Further developments/delivery of new Program Parts**

1. The Licensor shall provide the Licensee with all updates/upgrades/releases/versions (collectively "Program Parts") of the Software released by the Licensor. The classification of the respective Program Part under

the terms "update", "upgrade", "release", and "version" is at the reasonable discretion of the Licensor.

The Licensor plans to further develop the Software and to make the further development available to the Licensee in the form of new Program Parts. However, the Licensee has no claim against the Licensor for further development of the Software.

2. The Licensor grants the Licensee rights of use to the program components and documentation supplied in fulfilment of the maintenance agreement in accordance with this Agreement on which the provision of the Software is based. The rights of use granted to the Licensee remain unaffected by a termination of the maintenance agreement.
3. For a period of five years from the conclusion of a maintenance agreement, the Licensor and Licensee undertake not to entice away any employees who are or were involved in the implementation of the maintenance agreement without the prior consent of the other party and not to employ them directly or indirectly (via subsidiaries, plant service managers, etc.). For each case of infringement, the infringing party shall pay the other party a contractual penalty not subject to judicial mitigation in the amount of the last annual gross salary of the poached employee, but at least EUR 100,000. In addition, each of the parties shall be liable to the other party for all damages incurred by the other party in this connection.

#### **XVI. Liability**

1. The Licensor shall only be liable in principle for such breaches of obligations under this Agreement that the Licensor could have foreseen as a possible consequence when concluding this Agreement and that the breached obligation is intended to prevent (typical contractual damages).
2. The Licensor shall only be liable for direct damage to property caused by the Licensor or one of its agents or legal representatives in the event of blatant gross negligence or intent, but not in the event of slight negligence.
3. The Licensor shall not be liable for consequential damage to property, loss of profit or indirect damage to property suffered by the Licensee, including any such damage to property arising out of or in connection with business interruption or as a result of loss of profit or revenue or capital costs incurred.
4. The Licensor's liability for direct property damage is limited to the net amount paid or payable by the Licensee to the Licensor for the respective service, but not exceeding the average annual license fee of the last 5 years. If the contractual relationship has lasted less than 5 years, the average of the entire term of the contract shall apply.
5. The Licensor assumes unlimited liability to the Licensee for bodily injury or death in connection with this Agreement.
6. All limitations of liability shall apply to the same extent if the Licensor is liable for vicarious agents.
7. If damage is attributable to fault on the part of the Licensor as well as to fault or a breach of the duty to cooperate

(Section VI) on the part of the Licensee, the Licensor shall be liable exclusively for the damage that would have occurred without the fault or without a breach of the duty to cooperate.

8. The Licensor shall not be liable at all if the Software is modified, manipulated, inappropriately configured or used by the Licensee in any way other than for its intended purpose (Section II.1).
9. In the event of a loss of data for which the Licensor is responsible, the Licensor shall be liable solely for the costs of duplicating the data from the backup copies to be created by the Licensee and for restoring the data that would have been lost even if the data had been properly backed up.
10. The Licensee is expressly prohibited from assigning any claims for damages against the Licensor to third parties.

#### **XVII. Warranty**

1. The Licensor warrants that the Software is free from Software defects, complies with the agreed specifications and reliably performs the agreed functions in the system environment disclosed to the Licensor by the Licensee. However, the Licensor gives no contractual warranty with regard to the Software. The Software is licensed "as is" and therefore the Licensee bears the risk of using the Software. To the maximum extent permitted by applicable law, the Licensor hereby disclaims all implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
2. In the event of the occurrence of defects covered by the warranty, the Licensor shall be obliged to replace or improve the Software within a reasonable period of time; if these measures are not suitable for remedying the defect and two attempts at improvement fail or are not made within a reasonable period of time, the Licensee shall be entitled to reduce the remuneration proportionately or - in the case of significant defects - to withdraw from the contract for the purchase of the Software. The warranty period is 12 months from the date of complete delivery of the Software.
3. If a defect can be remedied by installing a new or improved version of the Software, the Licensee is obliged to accept the remedy of the defect by such a new installation, unless he can assert any reasonable cause to the contrary. The costs of any reinstallation shall be borne in full by the Licensor.
4. The Licensee loses all warranty claims if he modifies or edits the Software without authorization.
5. The Licensor guarantees that the Software is free of third-party property rights that restrict or exclude the contractual use of the Software. Licensor and Licensee shall notify each other immediately in writing if claims are asserted against them for infringement of property rights. The warranty under this Section XVII.5. shall not apply if the infringement of third-party property rights is caused by conduct on the part of the Licensee that goes beyond the use permitted under this Agreement, or by a modification and/or addition to the Software

carried out by the Licensee on its own responsibility (including the connection with the work results of third parties).

6. If the Licensor is of the opinion that the Software is the subject of an action for infringement of third-party property rights, the Licensor shall be entitled at any time to modify the Software in such a way that there is no longer any claim of infringement. If it is not possible to modify the Software, the Licensee shall be obliged to cease using the Software in question immediately at the Licensor's request or the Licensor shall be entitled to block access, whereby no fees shall be payable for the Software from the time of non-use.
7. The Licensee hereby authorizes the Licensor to pursue claims and demands against third parties in and out of court alone in connection with the Software. If the Licensee is sued by a third party in connection with this Agreement, the Licensee shall consult with the Licensor in good time and shall only take legal action, in particular acknowledgements and settlements, with the Licensor's consent.

#### **XVIII. Statistical information and usage figures**

1. The Licensee agrees that the Software automatically transmits information from the license audit and statistical (anonymized) usage figures to the Licensor at regular intervals via an Internet connection. This information and usage figures are used by the Licensor primarily for information purposes in order to provide better support for the Software; no personal data will be transmitted or processed under any circumstances.
2. Should the Licensor determine in this context or in the course of a review (Sections II.12 and XIV.12) that the Software or the licenses have been or are being misused by the Licensee, the Software must be relicensed to extend used retroactively at the currently valid conditions at the time of the initial over-licensing. Any fees for maintenance (Section X.) must be paid retroactively at the current valid conditions. Should the Licensee oppose retroactive relicensing or the payment of subsequent maintenance fees, the Licensee undertakes to agree to the deletion of as many persons from the system as are no longer required to exceed the License Volume. Further claims of the Licensor shall remain unaffected.

#### **XIX. Plugins**

1. Certain functions, such as the technical connection to external systems, are implemented in the Software via so-called plugins. These plugins can be installed and configured via the Software's user interface.
2. An Internet connection between the Licensee's server where the Software is hosted, and the central server used by the Licensor to distribute the plug-ins is required to install and update plug-ins.
3. The Licensor recommends regularly updating all plug-ins to the latest available version.
4. When updating via an Internet connection, the Software automatically displays which plug-ins need to be updated and a subsequent direct update is possible via

the user interface. If there is no Internet connection, the information regarding the current versions cannot be retrieved. In this case, a check must be carried out manually by the IT system administrator.

5. If it is not possible or not desired by the Licensee that plugins can be updated automatically via an Internet connection, the plugins must be checked and updated manually in regular intervals. The Licensee is solely responsible for regularly checking for new versions and updating accordingly. The Licensor accepts no liability for any damage resulting from the use of outdated plugins.

#### **XX. Ongoing adjustment of this Agreement**

1. The Licensor shall from time to time make amendments to this agreement as the Licensor deems necessary to comply with the applicable legal framework and/or judgements of competent courts. The Licensor shall notify the Licensee of such amendments. If the Licensee does not object to these changes within four weeks of receipt, the Licensee shall be deemed to have consented to these changes.

#### **XXI. Termination**

1. The Licensor reserves the right to terminate this Agreement forthwith for just cause. Just cause for termination shall particularly be recognized if the Licensee persistently and significantly violates the terms of this Agreement.
2. In the event of such termination, the Licensee shall irretrievably delete the Software and provide proof of such deletion to the Licensor.

#### **XXII. Place of fulfillment - place of jurisdiction - applicable law**

1. This Agreement shall be governed exclusively by Austrian law, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.
2. The place of fulfillment of this Agreement is Vienna.
3. All legal disputes arising from this Agreement, including the question of its conclusion, validity, dissolution or nullity, shall be subject to the exclusive jurisdiction of the court with subject-matter jurisdiction for the seventh district of Vienna.

#### **XXIII. Miscellaneous**

1. The terms of this Agreement constitute the entire Agreement (including the maintenance agreement, if applicable) between the parties. The GTC of the Licensor shall apply. In the event of any discrepancies between the provisions of this Agreement and the Licensor's GTC, the respective provisions of this Agreement shall take precedence.
2. If the Licensor has preferred not to assert breaches of this Agreement at a certain point in time or was not in a position to do so, this does not mean that the Licensor waives the assertion at a later point in time.

3. At the time of entering into this Agreement, there are no verbal ancillary agreements of any kind. Modification to this Agreement must be executed in writing, except as otherwise expressly provided for in this Agreement as an exception.
4. Third parties cannot derive any rights from this Agreement; in particular, it has no protective effect in favor of third parties.
5. Any legal transaction fees shall be borne by the Licensee.
6. Should one or more provisions of this Agreement prove to be wholly or partially invalid, or should a loophole arise, this shall not affect the validity of the remaining provisions of this Agreement. The Licensor and the Licensee are obliged to agree on an effective provision that comes as close as possible to the intended content of this Agreement to replace the ineffective provision or to fill the loophole.

Vienna, 31. März 2026