

# AgilePoint Software Subscription License Agreement & EULA (EMEA 2025)

## VARIABLE TERMS

This License Agreement between **AgilePoint EMEA BV**, a Belgian corporation with offices at Zeedijk 133 bus 3, B-8400 Oostende, Belgium and the Licensee identified below consists of this Part One: Variable Terms and the attached Part Two: End User License Agreement and the attachments as indicated below.

### 1. Parties

#### Client Information (hereby defined as Client):

Business Name:

Address:

Country:

Web Site:

VAT-ID:

Payment Cycle: (UpFront Billing)

#### Partner Info:

License sold via partner:

Partner Name (Providing 1st Level Support to Client):

Partner Name (Handling Invoicing and 1st Level Support to Client):

*OR*

No Partner involved, invoicing and support provided by AgilePoint

### 1.2 Software

AgilePoint provides the software according to the following conditions:

- Licensed Software: (*Description of the purchased software of reference to the quotation*)  
**{quote number}**

- Licensee is authorized to utilize the Licensed Software at the following Authorized Sites:  
**{ap\_authorized\_sites}**

Price is fixed for the duration as indicated on the quotation and aligned to your AgilePoint NX version. (Yearly Belgian CPI will be applied, “Gezondheidsindex”).

### 1.3 Payment Details

Terms: Standard 30 days after invoice date, Upfront payment, yearly subscription

### 1.4 Marketing

Licensee agrees to consider, in good faith, reasonable requests:

- to be identified in an AgilePoint press release.
- to be a reference account

### 1.5 Licensee Contacts

Technical Contact:	Name:
	Title:
	Phone:
	E-Mail:
Business Contact:	Name:
	Title:
	Phone:
	E-Mail:
Accounts Payable Contact:	Name:

	Title:
	Phone:
	E-Mail:

LICENSEE ACKNOWLEDGES BY SIGNING BELOW THAT IT HAS READ THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS.

SIGNED BY:

<b>Effective Date:</b>	xx/xx/xxxx
<b>AgilePoint</b>	<b>Customer</b>
Read and approved by	Read and approved by
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:
<b>In Witness By</b>	<b>In Witness By</b>
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

# End User License Agreement (EULA) and Service Agreement

**Parties:** This Agreement is made between **AgilePoint EMEA BV**, a Belgian corporation with offices at Zeedijk 133 bus 3, B-8400 Oostende, Belgium (the “**Licensor**”), and the client identified in the attached order or signature page (the “**Licensee**”). Licensor and Licensee are each a “**Party**” and together the “**Parties**.” This Agreement is effective as of the date of last signature (“**Effective Date**”).

**Background:** Licensee wishes to use Licensor’s software on a subscription basis. Licensor agrees to grant a license and provide support under the terms and conditions below. This Agreement (including its Exhibits) constitutes the entire agreement and supersedes all prior agreements related to the Software (including any prior perpetual or subscription license agreements), with respect to its subject matter. The Parties agree as follows:

## 1. Definitions

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means the ownership of more than fifty percent (50 %) of the voting interests or equity interests of such entity.

“**Authorized Environment**” or “**Authorized Platform**” means the system environment(s), whether production or non-production, designated in *the quotation or offer provided in the ‘variable terms’-section* for use of the Software by Licensee.

“**Business Day**” means any day other than a Saturday, Sunday or official public holiday in Belgium. (9:00 to 18:00 CET).

“**Authorized Users**” individuals authorized by Licensee to use the Software, limited to Licensee’s employees and independent contractors under Licensee’s control. Each Authorized User must use the Software solely for Licensee’s internal business purposes.

“**Designated Site(s)**” the physical location(s) or network site(s) of Licensee where the Software is installed or used, as identified in *the quotation or offer provided in the ‘variable terms’-section* (or Licensee’s cloud tenancy, if applicable).

“**Documentation**” Licensor’s user manuals, installation guides, and specifications for the Software, made available electronically (e.g. at Licensor’s documentation website).

“**Effective Date**” is the date agreed upon by both parties, in the signature section.

“**Intellectual Property Rights**” means all intellectual-property and industrial-property rights, including (but not restricted to) patents, utility models, copyrights, trade secrets, know-how,

database rights, design rights, trademarks, service marks, and all applications, renewals, and extensions thereof, worldwide.

**“Licensee Data”** all data, information, and content input, uploaded to, processed by, or stored in the Software by Licensee or its Authorized Users, including Personal Data (defined below). Licensee Data does not include Resultant Data (anonymized usage or performance data generated by the Software or Licensor’s monitoring of the Software).

**“Licensee Systems”** means the information technology infrastructure owned, leased, licensed, or controlled by Licensee, including computers, servers, networks, databases, operating systems, applications, mobile devices, and all other equipment or systems used to access or interface with the Software.

**“Licensor Materials”** means the Software, Documentation, and all other materials, information, tools, or technology provided by Licensor under this Agreement.

**“Order”** means any ordering document, purchase order, quotation, proposal, or other document executed by both Parties that references this Agreement and specifies the applicable Software, quantities, Fees, terms, and Authorized Environments.

**“Personal Data”** any information relating to an identified or identifiable natural person as defined by EU Regulation 2016/679 (GDPR), including any information that can directly or indirectly identify an individual (such as names, email, contact info, identification numbers, online identifiers, personal characteristics, etc.). (This is equivalent to “Personal Information” in the Software’s definitions.) “Sensitive Personal Data” means special categories of personal data (such as health, biometric or financial account data) and data about criminal convictions, as defined by applicable law.

**“Production Environment”** means an Authorized Environment used by Licensee for live operational business processes and production data.

**“Resultant Data”** means data or information derived from Licensee Data or Licensee’s use of the Software that is aggregated, anonymized, and does not identify Licensee or any individual.

**“Software”** Licensor’s AgilePoint software product(s) described in *the quotation or offer provided in the ‘variable terms’ sheet* in executable object code form, including any updates or maintenance releases provided during the Term. (For clarity, if Licensee later licenses additional modules or versions, those will be added to *the quotation or offer provided in the ‘variable terms’-section* or a new order and are governed by this Agreement.)

**“Specifications”** means the functional and technical requirements of the Software as described in the Documentation, *the quotation or offer provided in the ‘variable terms’-section*.

**“Subscription Term” or “Term”** the period of authorized use of the Software. The Initial Term is specified in *the quotation or offer provided in the ‘variable terms’-section* (e.g. one year from Effective Date), and the Renewal Term(s), if any, are as defined in Section 11.1 below.

**“Subprocessor”** means any third party engaged by Licensor that processes Personal Data on behalf of Licensor in connection with providing the Software or Support Services, as contemplated under Article 28 of the GDPR.

“**Update**” or “**Maintenance Release**” means a revision, patch, bug fix, hotfix, or other release of the Software made generally available by Licensor and identified by a change in minor version number.

“**Upgrade**” means a new version or major release of the Software that introduces materially new features or functionality and is identified by a change in the major version number.

“**Variable Terms**” means the order-specific commercial details appended to this Agreement and incorporated by reference, including pricing, term, renewal structure, and any customer-specific commercial terms.

## 2. License Grant and Scope of Use

**2.1 License Grant:** Subject to Licensee’s timely payment of all fees and compliance with this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable (except as permitted in Section 15.8) license during the Term to install and use the Software and Documentation solely for Licensee’s internal business operations. This license allows use only by Authorized Users, at the Designated Site(s), and on the Authorized Platform(s) identified. The Software may be installed and used up to the quantity limits purchased (such as number of user seats, applications, or installations as set forth in *the quotation or offer provided*). All rights not expressly granted to Licensee are reserved by Licensor.

**2.2 License Restrictions:** Licensee shall not (and shall not permit any third party to) do any of the following (“License Restrictions”):

- a) **Copy** the Software or Documentation, in whole or part, except as expressly authorized. (*Licensee may make one unmodified backup copy of the Software for disaster recovery purposes, provided it is not used in production.*)
- b) **Modify or create derivative works** of the Software or Documentation; nor reverse engineer, decompile, or disassemble the Software, except to the limited extent allowed by law for interoperability (and then only after providing Licensor an opportunity to provide needed information under EU Software Directive 2009/24/EC).
- c) **Distribute, sell, sublicense, rent, lease, or transfer** the Software to any third party, or make it available as a service bureau or hosting service, without Licensor’s prior written consent.
- d) **Use the Software to provide competing services** or for any benchmarking or competitive analysis not authorized by Licensor in writing.
- e) **Remove or obscure proprietary notices** on the Software or Documentation.
- f) **Bypass or disable any license key or security feature** of the Software, or use the Software beyond the licensed scope (e.g. exceeding user counts or other metrics).

g) **Use the Software in violation of law or others' rights** – for example, Licensee will not use the Software to infringe any third-party intellectual property or privacy rights or to process any unlawful content.

h) Use the Software in any nuclear, aviation, mass transit, life support, or other inherently hazardous application where failure could lead to death or serious injury, unless Licensor's explicit written consent is obtained. **(High-Risk Use)**

i). Install or deploy any custom code, scripts, components, integrations, connectors, APIs, workflows, data models, or other materials introduced, developed, uploaded, or executed by or on behalf of Licensee in connection with the Software ("Custom Code") that contains any viruses, worms, malware, backdoors, harmful code, or other routines that may: (i) disrupt, disable, harm, or otherwise impair the Software, the Licensor Materials, or any system of Licensor or other customers; (ii) permit unauthorized access to the Software or any data; or (iii) impair the integrity or security of the Software or the Licensee Systems. Licensee remains solely responsible for all Custom Code and its effects. Licensor may suspend access to the Software in accordance with Section 2.5 if any Custom Code poses, or is reasonably suspected to pose, a security or operational risk. **(No Harmful Custom Code)**

Licensee acknowledges that any breach of these License Restrictions is a material breach. Licensor may suspend or terminate the license for such breach as provided in Section 11.2 and 11.3.

**2.3 Delivery, Installation and acceptance:** Licensor shall deliver or make available the Software (e.g. via electronic download) within 5 Business Days after the Effective Date (or as otherwise agreed). Licensee is responsible for installation of the Software on its systems, unless otherwise agreed in a professional services engagement. Upon delivery, Licensee shall have 30 days to verify the Software functions in all material respects to the agreed specifications ("Acceptance Test"). Material non-conformity means a reproducible failure that prevents the Software from performing one or more core functions described in the Documentation. If the Software materially fails to meet the Acceptance Criteria (as per Documentation), Licensee shall notify Licensor in writing within the 30-day period detailing the non-conformity. Licensor will use reasonable efforts to correct or provide a workaround for any verifiable non-conformity. If Licensee does not provide such notice within 30 days of delivery, the Software is deemed accepted.

**2.4 Licensee's System Responsibilities:** Licensee is responsible for obtaining and maintaining its own IT environment (hardware, OS, database, network) compatible with the Software's requirements. Licensee has sole control over, and responsibility for, its systems and all Licensee Data. Licensee shall ensure Authorized Users use the Software in compliance with this Agreement and shall be liable for their acts and omissions as if they were Licensee's own.

**2.5 Monitoring Compliance:** The Software may include license management or technical controls that track usage (e.g. number of users, CPUs) and prevent unauthorized use. Licensor may use these and other lawful means to verify Licensee's compliance with the license scope. Licensee agrees not to interfere with such measures. In addition, upon at least 10 days' notice, Licensor may audit Licensee's use of the Software during normal business hours (no more than once annually), to ensure compliance with license limitations. Such audit will be at Licensor's expense unless it reveals a material breach, in which case Licensee shall reimburse Licensor's reasonable audit costs. If any use in excess of the licensed scope is detected, Licensee agrees to promptly pay the applicable additional fees and retroactive fees for the excess use (at Licensor's then-current rates), without prejudice to Licensor's other remedies.

**2.6 Suspension Right:** Licensor may immediately suspend Licensee's (and any user's) access to the Software, without liability, if: (i) Licensee's account is delinquent past 30 days, or (ii) Licensee is in material breach of Section 2.2 (License Restrictions) or Section 9 (Confidentiality), or (iii) Licensor is required by law enforcement or court order to do so. Licensor will reinstate use as soon as the cause of suspension is cured or no longer applicable. Suspension of service for non-payment does not absolve Licensee from payment obligations for the Subscription Term.

## 3. Consideration and Payment

**3.1 Fees:** In consideration for the license and services, Licensee shall pay the fees set forth in *the quotation or offer provided in the 'variable terms'-section* or the applicable order ("Fees"). Fees are typically charged as an annual or periodic subscription charge for the Software and associated support. All Fees are due in the currency and on the schedule specified (e.g. annually upfront, or quarterly) – if not specified, fees for each year's subscription are due net 30 days from invoice at the start of each annual period.

**3.2 Taxes:** All Fees are **exclusive of any taxes**, duties or similar charges. Licensee is responsible for any sales, use, value-added, GST, excise, withholding or other taxes or duties (collectively "Taxes") imposed by any authority on the transactions under this Agreement, excluding taxes on Licensor's net income. If Licensee is required by law to withhold any taxes, it shall gross-up payments so that Licensor receives the full amount invoiced. Licensee shall provide tax exemption certificates to Licensor if applicable to exempt it from Taxes.

**3.3 Late Payments:** If Licensee fails to pay any amount by the due date, Licensor may charge interest on the overdue amount at 1.5% per month (or the highest rate allowed by law, if lower), from the due date until paid. Licensee will also reimburse Licensor for reasonable costs of collection (including legal fees) for overdue amounts. In addition to other remedies, Licensor may suspend the Software license or support services for non-payment that continues more than 30 days after notice, until all overdue amounts are paid in full.

**3.4 Fee Adjustments:** (If applicable) During the Initial Term, Licensor may adjust the subscription each year by providing at least 30 days' notice prior to the renewal. Any increase will not exceed 5% or the increase in the Belgian national consumer price index (CPI) over the prior year, whichever is higher.

Fees may also be adjusted (each a "Rate Adjustment") due to: (i) additional functionality and/or usability requested by Licensee, and (ii) annual or end-of-term renegotiation of terms of the license.

If any changes to the rates are required prior to an annual or end of initial term renegotiation, Licensor will notify Licensee with as much advance notice as possible; at that time, Licensee and AgilePoint will negotiate the Rate Adjustment(s) in good faith and commensurate with the anticipated changes. If no agreement is reached regarding the Rate Adjustment within thirty 30 days, either party may terminate this Agreement pursuant to Section

**3.5 No Set-off:** Licensee shall pay amounts due under this Agreement in full, without any set-off or deduction except as required by law. Licensee may not withhold payment of any undisputed portion of Fees while contesting any portion.

## 4. Support and Maintenance

Licensor will provide technical support and maintenance for the Software (“Software Support”) during the Term, provided Licensee has paid the applicable support fees (which are typically included in the subscription). Support will be in accordance with the Service Level Agreement attached as *Exhibit A* (titled “Maintenance and Service Level Objectives”). In summary, Licensor offers email/online helpdesk support during business hours, aims to respond to support tickets within certain timeframes based on severity, and provides updates and patches as described in *Exhibit A*. Licensee shall cooperate in good faith by providing information, error logs, and access as reasonably required to troubleshoot issues.

**Professional Services:** Any installation, training, consulting or customization services are outside the scope of standard support. Such services can be provided by Licensor or its partners under a separate Professional Services Agreement or Statement of Work, if requested (not covered by this EULA).

## 5. Intellectual Property Rights; Ownership

**5.1 Reservation of Rights:** Licensee acknowledges that the Software and Documentation, and all Intellectual Property Rights (patents, copyrights, trade secrets, trademarks, etc.) therein, are and shall remain the property of Licensor or its licensors. Except for the license expressly granted to Licensee under this Agreement, no other rights or licenses are granted, whether by implication, estoppel, or otherwise. Licensee is not acquiring any ownership of the Software or Documentation, but only the limited right to use them under the stated terms.

**5.2 Licensee Data:** As between the parties, all Licensee Data (including Personal Data) is owned exclusively by Licensee. Licensor claims no rights in Licensee Data, except the right to process it for performing this Agreement. Nothing in this Agreement will be construed to transfer any intellectual property rights in Licensee Data to Licensor.

**5.3 Feedback:** If Licensee or its users provide Licensor with any suggestions, feedback or ideas for improvements to the Software (“Feedback”), Licensor shall be free to use and incorporate such Feedback in its products without obligation to Licensee. Licensee hereby grants Licensor a perpetual, royalty-free license to exploit Feedback for any purpose.

**5.4 Third-Party Components:** The Software may include certain third-party or open-source software (“Third-Party Materials”). Third-Party Materials are subject to their own license terms (as listed in the Documentation or about box). To the extent required by those third-party terms, such terms will apply in lieu of this Agreement for that third-party software (for instance, any open-source components are provided “AS IS” with no warranty). Licensor warrants that it has the right

to grant Licensee any third-party software rights necessary for use of the Software as provided, but Licensor makes no additional warranty regarding third-party components beyond passing through whatever warranties (if any) they carry. Third-Party Materials (including open-source libraries) are provided on an “AS IS” basis and any support or issues with them may be subject to their original developers’ policies.

## 6. Confidentiality

**6.1 Confidential Information Definition:** “Confidential Information” means any non-public information disclosed by one Party (“Disclosing Party”) to the other (“Receiving Party”), in any form, which is designated as confidential or which should reasonably be understood to be confidential given the nature of the information and the context of disclosure. Licensor’s Confidential Information includes the Software, Documentation, and any pricing or commercial terms offered to Licensee. Licensee’s Confidential Information includes Licensee Data and any business or technical information it provides about its operations.

**6.2 Exclusions:** Information is not Confidential Information if the Receiving Party can prove it: (a) is or becomes publicly available without breach of this Agreement; (b) was already known to the Receiving Party without confidentiality obligation before disclosure; (c) is independently developed by the Receiving Party without use of the Disclosing Party’s information; or (d) is lawfully obtained from a third party who has no confidentiality obligation.

**6.3 Obligations:** The Receiving Party shall not use the Disclosing Party’s Confidential Information except as necessary to perform its obligations or exercise rights under this Agreement. The Receiving Party shall not disclose such information to anyone except its employees or contractors who need to know for the above-stated purposes and are bound by confidentiality obligations at least as strict as this Section. The Receiving Party will protect Confidential Information with the same degree of care as it uses for its own similar information, but no less than reasonable care.

**6.4 Compelled Disclosure:** If the Receiving Party is required by law, court order, or regulatory authority to disclose Confidential Information, it shall (to the extent legally permitted) give prompt written notice to the Disclosing Party and cooperate in any attempt to seek protective measures. The Receiving Party shall disclose only the portion of information legally required and will use reasonable efforts to ensure confidential treatment of such information.

**6.5 Return/Destruction:** Upon termination of this Agreement or upon the Disclosing Party’s request, the Receiving Party shall promptly return or destroy (at Disclosing Party’s choice) all Confidential Information of the other Party in its possession and certify in writing such destruction, except to the extent that retention is required by law or for routine backup recovery. Any retained information remains subject to confidentiality obligations.

**6.6 Duration:** The obligations in this Section 6 shall survive for five (5) years after termination of the Agreement, except with respect to trade secrets for which obligations shall continue as long as they remain trade secrets under applicable law.

## 7. Data Protection and Privacy

**7.1 Compliance with Data Protection Laws:** Each Party agrees to comply with all applicable data protection and privacy laws in connection with this Agreement, including the EU General Data Protection Regulation (GDPR) and relevant national laws. Licensee represents that any Personal Data it inputs into the Software or provides to Licensor has been collected and is being shared in compliance with those laws (e.g. Licensee has provided any required notices and obtained any necessary consents from data subjects).

**7.2 Roles of Parties:** For Personal Data contained in Licensee Data, the Parties acknowledge that Licensee is the Data Controller and Licensor is a Data Processor processing such data on behalf of Licensee. Licensor shall process Personal Data from Licensee only on Licensee's documented instructions as set forth in this Agreement or as otherwise expressly directed by Licensee in writing. Licensor shall not process Licensee's Personal Data for any purposes other than providing the Software and support services, improving the Software, and as otherwise permitted by this Agreement.

**7.3 Data Processing Agreement:** The attached *Exhibit B* ("Data Processing Addendum") is hereby incorporated into this Agreement to satisfy the requirements of GDPR Article 28. (If no separate DPA is attached, the following provisions of this Section 7 suffice as the data processing terms required by law.)

**7.4 Licensor's Obligations as Processor:** When processing Personal Data on behalf of Licensee, Licensor shall:

- a) **Security:** Implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, appropriate to the risk (including, as appropriate, pseudonymisation and encryption, ensuring confidentiality, integrity, availability and resilience of systems, and regular testing of security effectiveness)
- b) **Confidentiality:** Ensure that all persons authorized to process Licensee's Personal Data are under obligations of confidentiality (either statutory or contractual)
- c) **Subprocessors:** Not engage any subcontractor to process Licensee's Personal Data without Licensee's general written authorization. (This Agreement provides general authorization for Licensor to use its Affiliates and reputable third-party subprocessors for hosting and support, e.g. datacenter providers, provided Licensor remains liable for their compliance.) Licensor shall maintain a list of such subprocessors on its website or Documentation and give notice of new subprocessors to Licensee, providing an opportunity for Licensee to object for legitimate reasons. Licensor will impose on any subprocessor data protection obligations equivalent to those in this Section, and remain fully liable to Licensee for subprocessor's performance
- d) **Assistance:** Taking into account the nature of processing and information available, assist Licensee in fulfilling Licensee's obligations to respond to data subject requests (e.g. for access, rectification, erasure) and to ensure compliance with GDPR Articles 32

to 36 (security, breach notification to authorities and data subjects, data protection impact assessments, etc.), provided that Licensee shall reimburse Licensor for any reasonably incurred costs for such assistance beyond the standard functionality of the Software

- e) **Breach Notification:** Notify Licensee without undue delay if Licensor becomes aware of a confirmed personal data breach affecting Licensee's Personal Data, and cooperate with Licensee's reasonable efforts to investigate and remediate, as required by GDPR Art. 33.
- f) **Return/Deletion:** Upon termination of services relating to processing of Personal Data, at Licensee's choice, either delete or return to Licensee all the Personal Data (including any copies) that Licensor processes on Licensee's behalf, except to the extent EU or Member State law requires storage of the data. If Licensee does not make a choice, Licensor will securely delete the data after 60 days from termination.
- g) **Audit:** Make available to Licensee all information reasonably necessary to demonstrate compliance with this Section, and allow for and contribute to audits or inspections by Licensee or an auditor mandated by Licensee, upon reasonable notice and during regular business hours. Licensee shall bear the costs of any such audit. Before any audit, the Parties will mutually agree on scope, timing, and confidentiality controls. In no event shall Licensor be required to disclose any trade secrets, other customers' data, or confidential information not relevant to Licensee's Personal Data processing.

For the purposes of compliance with the GDPR, the Parties acknowledge that the competent supervisory authority for the Licensor is the **Belgian Data Protection Authority** (Autorité de protection des données / Gegevensbeschermingsautoriteit).

**7.5 Data Exports:** Licensee acknowledges that Licensor may process Personal Data in countries outside of the European Economic Area (EEA) (for example, if Licensor uses a support centre or subprocessor in the United States or other country). Licensor shall ensure that any transfer of Personal Data out of the EEA is governed by appropriate legal mechanisms to achieve compliance with Chapter V of the GDPR (such as EU Commission Standard Contractual Clauses or an adequacy decision, as applicable). Licensor will inform Licensee of the mechanism upon request.

**7.6 Privacy Policy (Diagnostic Data):** Licensee agrees that Licensor and its representatives may collect and use technical information and telemetry from Licensee's use of the Software (such as system configuration, usage logs, performance metrics) to improve Licensor's products and services. Any personal information contained in such technical data will be handled in accordance with Licensor's Privacy Policy (available at <https://www.agilepoint.com/trust-center>). Such data collection will be limited to information relevant for product improvement or license compliance verification, and will not include Licensee Data content except to the extent it is part of diagnostic logs.

## 8. Warranties and Disclaimers

**8.1 Limited Software Warranty:** Licensor warrants that for a period of 90 days from delivery or installation (whichever is earlier) ("Warranty Period"), the Software, as delivered, will substantially conform to the Specifications in the Documentation, when used in a supported configuration. If

during the Warranty Period the Software does not meet this warranty, Licensee must notify Licensor in writing with details. Licensor's sole obligation and Licensee's exclusive remedy will be that Licensor, at its option, will repair or replace the Software to make it conform, or if Licensor is unable to do so within a reasonable time, Licensee may terminate the license and Licensor will refund the license fees paid for the Software (in case of a perpetual license) or in the case of a subscription, a pro-rata portion of the prepaid fee corresponding to the period of unusability. The above warranty applies only if: (a) the Software has been used in accordance with this Agreement and Documentation, (b) Licensee has installed all updates, patches or new releases made available (and not refused solutions to issues), and (c) the non-conformance is reproducible and not caused by hardware, third-party software, or misuse outside Licensor's control.

**8.2 Malware Warranty:** Licensor additionally warrants that, to its knowledge, the Software as delivered to Licensee does not contain any computer viruses, worms, Trojan horses, ransomware or other malicious code designed to permit unauthorized access, disrupt, or damage Licensee's systems ("Harmful Code"). (This warranty does not apply to any Third-Party Materials or open-source components included, for which Licensor is not the author, but Licensor has used commercially reasonable efforts to screen for malware).

**8.3 IP Rights Warranty:** Licensor warrants that it owns or has obtained sufficient rights to the Software to grant the license, and that to Licensor's knowledge, the normal use of the Software as permitted by this Agreement does not infringe any valid patent, copyright, or trade secret of any third party (see Section 12.1 for indemnification of IP claims). If Licensee is notified or otherwise becomes aware of any claim that the Software infringes a third-party intellectual property right, Licensee must promptly notify Licensor and allow Licensor to handle the defence as described in Section 12.1.

**8.4 Disclaimer of Other Warranties:** Except as expressly provided in Sections 8.1 through 8.3 above, Licensor makes no other warranties, conditions, or representations regarding the software or services. To the maximum extent permitted by law, Licensor disclaims all other warranties and conditions, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Licensor does not warrant that the Software will be error-free or uninterrupted, or that all defects can or will be corrected. Licensee has independently evaluated the Software and is licensing it "as is," without reliance on any representation not explicitly set forth in this Agreement. No oral or written information or advice given by Licensor, its resellers or agents shall create any additional warranty.

**8.5 High-Risk Use Disclaimer:** Licensee understands that the Software is not specifically designed, manufactured, or intended for use in high-risk activities (such as operation of nuclear facilities, air traffic control, life support, or weapon systems) where software failure could lead to death, personal injury, or severe property or environmental damage. Any such use is at Licensee's own risk, and Licensor disclaims any liability for those uses.

**8.6 Consumer Law:** Licensee acknowledges that it is acquiring the Software for business purposes and not as a consumer, and that consumer protection laws do not apply. If Licensee is deemed a consumer under mandatory law, nothing in this Agreement limits any rights Licensee may have under such laws that cannot be waived.

## 9. Indemnification

**9.1 Licensor's IP Indemnity:** Licensor shall defend Licensee against any claim by an unaffiliated third party that Licensee's use of the Software or Documentation in accordance with this Agreement directly infringes a valid patent, copyright, or trade secret of that third party (an "Infringement Claim"), and indemnify Licensee from any damages, fines, or costs finally awarded (or settlement amount approved by Licensor) arising from such Infringement Claim. This indemnity is conditioned on Licensee: (a) promptly notifying Licensor in writing of the claim (so Licensor isn't prejudiced by delay), (b) giving Licensor sole control of the defence and any settlement negotiations, and (c) cooperating with Licensor (at Licensor's expense) in the defence. Licensee may participate with its own counsel at its own expense. Licensor will not settle any claim in a manner that imposes non-monetary obligations on Licensee or admits liability on Licensee's part without Licensee's prior consent (not to be unreasonably withheld).

**9.2 Remedies for Infringement:** If an Infringement Claim is brought or threatened, Licensor may, at its sole option and expense, do one or more of the following: (i) procure for Licensee the right to continue using the Software; (ii) modify or replace the Software (or affected part) to make it non-infringing but functionally equivalent; or (iii) if Licensor determines that neither (i) nor (ii) is reasonably feasible, terminate the license for the affected Software and refund to Licensee prepaid fees for any period of the Term remaining following termination (or for a perpetual license, a depreciated portion of the license fee, assuming straight-line depreciation over 3 years). Licensee's sole and exclusive remedies for any infringement or misappropriation claim shall be the indemnification and remedies set forth in this Section.

**9.3 Exclusions:** Licensor's obligations in Section 9.1 will not apply to the extent the claim arises from: (a) Licensee's use of the Software in combination with any hardware, software or data not provided or approved by Licensor, if the claim would have been avoided by not combining with such elements; (b) Licensee's failure to use an update or patch provided by Licensor that would have avoided the infringement; (c) Licensee Data or any materials, specifications or instructions provided by or on behalf of Licensee; or (d) use of the Software in breach of this Agreement (including uses outside the licensed scope). Licensee will indemnify Licensor for any third-party claims to the extent arising from circumstances (a) through (d) above (which essentially means Licensee's misuse or combination causes the issue).

**9.4 Licensee's Indemnity:** Licensee shall defend and indemnify Licensor and its affiliates against any third-party claims, damages, or losses (including reasonable legal fees) to the extent caused by: (i) Licensee's or Authorized Users' use of the Software in violation of law or this Agreement; (ii) Licensee's infringement or misappropriation of Licensor's or a third party's intellectual property or proprietary rights (for example, if Licensee creates unauthorized copies or derivative works); or (iii) any content or data input by Licensee into the Software (including any claim that Licensee Data or processing thereof infringes a third party's rights or violates law). Licensor will (a) promptly notify Licensee of any such claim, (b) allow Licensee to control the defence and settlement (Licensee shall not settle in a way that imposes liability on Licensor without Licensor's consent), and (c) cooperate with Licensee's defence at Licensee's expense.

**9.5 Entire Liability:** This Section 9 states each party's entire liability and exclusive remedy with respect to any claims of intellectual property infringement or misappropriation related to this Agreement or the Software.

## 10. Limitation of Liability

**10.1 Exclusion of Certain Damages:** To the fullest extent permitted by law, neither party (nor Licensor's suppliers or licensors) shall be liable to the other party for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, or for any of the following losses or damages, whether direct or indirect: lost profits, lost savings, lost or corrupted data, business interruption, loss of goodwill or reputation, or the cost of procuring substitute software or services. This exclusion applies regardless of the theory of liability (contract, tort, negligence, strict liability, etc.), even if a party has been advised of the possibility of such damages and even if any remedy fails of its essential purpose.

**10.2 Monetary Liability:** Each Party's total cumulative liability arising out of or related to this Agreement (and the Software and services provided), whether in contract, tort or otherwise, shall not exceed the total amount of fees paid or payable by Licensee to Licensor under this Agreement in the 12 months immediately preceding the event giving rise to liability. If the claims arose during the Initial Term and that term is longer than 12 months, the cap shall be the amount of fees paid for that Initial Term. For claims arising after expiration or termination, the cap shall be the amount of fees paid in the 12 months prior to termination.

**10.3 Exceptions: Nothing in this Agreement shall limit or exclude either Party's liability** for: (a) death or personal injury caused by its negligence; (b) its fraud or willful misconduct; (c) any infringement of the other party's intellectual property rights or breach of confidentiality obligations (for which Licensee remains fully liable up to the cap for direct damages, and potentially subject to injunctive relief outside of damages); (d) Licensee's payment obligations (i.e., amounts owed to Licensor); or (e) any liability which cannot be excluded or limited by applicable law (such as certain statutory liabilities). Additionally, the liability cap in Section 10.2 shall not apply to Licensor's indemnification obligations under Section 9.1 (which are uncapped).

**10.4 Limitation Period:** Any claim by either Party arising under this Agreement must be brought within 1 year of the occurrence giving rise to the claim, otherwise such claim is permanently barred. This limitation does not apply to claims for non-payment or misuse of intellectual property.

The Parties agree that the limitations of liability and exclusions of damages in this Section 10 are negotiated and fundamental elements of the basis of the bargain, and that Licensor's pricing reflects these allocations of risk. The limitations shall apply even if any limited remedy fails of its essential purpose.

## 11. Term and Termination

**11.1 Term:** The license is valid for the Initial Term stated in *the quotation or offer provided in the 'variable terms'-section* (e.g. one (1) year from Effective Date). Thereafter, the Agreement shall automatically renew for successive one (1) year Renewal Terms under the same conditions, unless either Party gives written notice of non-renewal at least 90 days before the end of the then-

current term. (If the subscription is multi-year initial term, adjust notice period accordingly in *the quotation or offer provided*.)

**11.2 Termination for Cause:** Either Party may terminate this Agreement (including the license and support services) before its expiration by giving written notice to the other Party upon the occurrence of a material breach by the other Party, as follows:

**By Licensor:** Licensor may terminate if: (a) Licensee fails to pay any undisputed Fees within 30 days after receiving a written past-due notice from Licensor (“Payment Failure”); or (b) Licensee breaches any of the License Restrictions in Section 2.2 or confidentiality obligations in Section 6, or violates Licensor’s intellectual property rights; or (c) Licensor discovers that Licensee has made any false certification or engaged in fraudulent or unlawful use of the Software.

In cases of (a), Licensor will give a notice and a final 30-day opportunity to cure by paying all due amounts; for (b) and (c), termination may be immediate (or at Licensor’s option, Licensor can provide a short cure period if a cure is possible).

**By Licensee:** Licensee may terminate if Licensor commits a material breach of this Agreement and fails to cure such breach within 30 days after receiving written notice from Licensee describing the breach. (For example, a material breach by Licensor might be a persistent failure to meet support obligations or a serious non-conformance in the Software that Licensor fails to address.)

**Insolvency:** Either Party may terminate immediately upon written notice if the other Party: (i) becomes insolvent or generally unable to pay its debts as they mature; (ii) files for bankruptcy or has a petition in bankruptcy filed against it (and such petition is not dismissed within 60 days); (iii) makes an assignment for the benefit of creditors; or (iv) has a receiver or administrator appointed for it or its assets, or an analogous event in any jurisdiction occurs.

**11.3 Termination Procedure:** The terminating Party shall provide written notice to the other Party specifying the reason and effective date of termination. Except as otherwise stated, termination will be effective immediately or on the date stated in the notice. In the event of a curable breach, if the breaching Party cures the breach within the notice period, the termination notice will be deemed rescinded.

**11.4 Effect of Termination:** Upon expiration or termination of this Agreement for any reason:

**Cease Use:** All rights granted to Licensee shall immediately terminate, and Licensee must immediately cease all use of the Software and Documentation. Licensee shall uninstall and permanently delete (or return to Licensor, at Licensor’s option) all copies of the Software in its possession or control, and certify in writing to Licensor that it has done so within 10 days of termination.

**Return of Licensor Materials:** Licensee will return or destroy all Licensor Confidential Information (including any remaining Documentation, and any license keys or security devices) as per Section 6.5.

**Data Return:** If the Software is a cloud service or Licensor was storing Licensee Data, Licensor shall return to Licensee all Licensee Data in a standard format (or permit Licensee

to export its data) within 30 days of termination. After such period, Licensor may delete any remaining copies of Licensee Data, unless legally prohibited.

**Outstanding Fees:** Licensee shall immediately pay any outstanding Fees for the Software or services up to the effective termination date. If Licensor terminates due to Licensee's breach, any prepaid fees are forfeited and not refundable. If Licensee terminates due to Licensor's breach, or if termination occurs under Section 9.2(iii) (Licensor withdraws the Software for IP issues), Licensor shall refund to Licensee any **prepaid fees for the post-termination unused portion** of the subscription (on a pro-rata basis) within 30 days of effective termination.

**Survival:** Any provision which by its nature or express terms should survive termination (including but not limited to accrued payment obligations, confidentiality, ownership, indemnities, warranty disclaimers, liability limitations, and governing law/dispute resolution) shall survive.

**11.5 No Liability for Lawful Termination:** Neither Party will be liable to the other for any damages arising solely by reason of a proper termination of this Agreement in accordance with its terms. Termination is not an exclusive remedy and all other remedies will remain available.

## 12. Export Control and Sanctions Compliance

In addition to the other obligations set out in this Agreement, the following provisions apply with respect to compliance with international export control and sanctions laws:

**12.1 Compliance Obligation.** Licensee shall comply at all times with all applicable export-control, trade, and economic-sanctions laws and regulations of (i) the European Union and its Member States, (ii) the United Kingdom (where applicable), (iii) the United States, and (iv) any other jurisdiction relevant to the Software or its use (collectively, "Export Laws"). These include, without limitation, Regulation (EU) 2021/821 on the control of exports, brokering, technical assistance, transit and transfer of dual-use items, together with any national implementing measures under Belgian or other EU Member-State law.

**12.2 Restrictions.** Licensee shall not, directly or indirectly, export, re-export, transfer, disclose, or otherwise make available the Software or any related technical information (including through remote access) to any person, entity, destination, or end-use that is prohibited under applicable Export Laws. This includes parties or destinations listed on EU, Belgian, UK, or U.S. sanctions lists (such as the EU Consolidated Financial Sanctions List, the Belgian national sanctions list, or the U.S. Specially Designated Nationals list).

**12.3 Licenses and Authorizations.** Licensee is solely responsible for obtaining, at its own cost, any governmental authorizations, export or re-export licenses, or other approvals necessary for its use or transfer of the Software outside the European Union or for any transaction subject to Export Laws.

**12.4 Encryption Controls.** The Software may contain encryption technology subject to export or import restrictions under EU, Belgian, and U.S. laws. Licensee shall ensure that any export, re-export, or transfer of such technology complies with applicable authorization requirements.

**12.5 Notification Duty.** Licensee shall promptly notify Licensor if it becomes aware that the Software has been or may be used in violation of any applicable Export Laws or sanctions regimes.

**12.6 Disclaimer.** Licensor makes no representation that the Software is appropriate or available for use in all jurisdictions, and use in territories subject to comprehensive sanctions—including, without limitation, Iran, North Korea, Syria, or any region under EU or UN embargo—is strictly prohibited.

**12.7 Audit and Cooperation.** Upon reasonable notice, Licensee shall cooperate with Licensor to verify compliance with this Section and shall provide evidence of required licenses or authorizations upon request.

**12.8 Sanctions-List Verification.** Prior to any export, transfer, or external use of the Software, Licensee shall verify that the intended recipient, destination, and end-use are not restricted under the EU or Belgian sanctions lists and, where applicable, the U.S. and UK sanctions lists.

## 13. General Provisions

**13.1 Governing Law:** This Agreement and any disputes arising out of or related to it shall be governed by the laws of Belgium, excluding its conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. (The parties agree that, to the extent the Uniform Computer Information Transactions Act (UCITA) or any similar law is in force in any jurisdiction, it shall not apply to this Agreement, to avoid any conflict with the chosen Belgian law.)

**13.2 Jurisdiction:** In the event Licensee and Licensor are unable to resolve a dispute arising from this Agreement within sixty (60) calendar days after a Party notifies the other Party, in writing, of the dispute, the dispute shall be settled by binding arbitration before a single arbitrator, and in accordance with the CEPANI Arbitration Rules in effect at the time of the request for arbitration. Arbitration can only be commenced by a Party after having used all reasonable endeavours to resolve the dispute with the other Party. The Parties shall mutually agree upon the location of the arbitration proceedings. If the Parties are unable to so agree, the arbitration shall be conducted in Brussels, Belgium under the CEPANI Arbitration Rules. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the subject matter thereof. The Parties retain their right to, and shall not be prohibited, limited or in any other way restricted from, seeking or obtaining equitable relief from a court having jurisdiction over the Parties. Except as specifically otherwise provided in this Agreement, arbitration will be the sole and exclusive remedy of the Parties for any dispute arising out of this Agreement.

**13.3 Equitable Relief:** Notwithstanding Section 13.2, the Parties acknowledge that a breach of obligations under Sections 2.2 (License Restrictions), 6 (Confidentiality), or misuse of the other's

Intellectual Property Rights may cause irreparable harm that cannot be adequately compensated by monetary damages alone. Therefore, the non-breaching Party shall be entitled to seek urgent equitable relief (such as an injunction or specific performance) from a court of competent jurisdiction to prevent or stop any actual or threatened breach of those sections, in addition to any other rights or remedies available, without the requirement of posting bond (to the extent permitted by law).

**13.4 Force Majeure:** Neither Party shall be liable for any failure or delay in performing its obligations (other than payment obligations) due to causes beyond its reasonable control, such as natural disasters, strikes, war, terrorism, governmental action, power or internet failures, or pandemics (“Force Majeure”). The affected Party shall promptly notify the other and make reasonable efforts to mitigate the impact. If a Force Majeure event prevents performance of a material obligation for more than 60 days, either Party may terminate the Agreement by written notice. In such case, Licensee will be entitled to a pro-rata refund of any prepaid fees for the unused portion of the Term.

**13.5 Publicity:** Licensee agrees that Licensor may identify Licensee as a customer and use Licensee’s name and logo in client listings or marketing materials. Any press release or case study concerning Licensee will be subject to Licensee’s prior review and consent (not to be unreasonably withheld). Licensee also agrees to serve as a reference account upon reasonable request by Licensor, such as participating in reference calls or testimonials, provided that such activities do not reveal Licensee’s Confidential Information without consent.

**13.6 Independent Contractors:** The Parties are independent contractors. Nothing in this Agreement is intended to create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Neither Party has the authority to bind or act for the other, except as expressly provided in this Agreement.

**13.7 Non-Solicitation:** During the Term and for twelve (12) months thereafter, Licensee shall not solicit for employment or engage, directly or indirectly, any employee or contractor of Licensor who was involved in the performance of this Agreement, except through general public recruitment.

**13.8 Assignment:** Licensee may not assign or transfer this Agreement (or any rights or obligations hereunder) to any third party without Licensor’s prior written consent, except that Licensee may assign this Agreement in its entirety, upon written notice to Licensor, to: (a) an Affiliate of Licensee; or (b) a successor entity in the event of a merger, acquisition, or sale of substantially all of Licensee’s assets or business, provided the successor is not a competitor of Licensor and agrees in writing to be bound by this Agreement. Licensor may assign this Agreement to any Affiliate or to a successor in interest (e.g. in a merger or sale of business) or may transfer its right to receive payments under this Agreement. Any other attempted assignment by Licensee without Licensor’s consent will be void. Subject to the foregoing, this Agreement will bind and benefit the Parties and their permitted successors and assigns.

**13.9 Notices:** All legal notices or communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered by hand or courier; (ii) when sent by registered mail (postage prepaid) to the address of the Party specified in the preamble (or updated by notice); or (iii) when sent by email, if email is followed within 1 Business Day by a confirmation copy delivered by one of the foregoing methods. Notices to Licensor shall be sent to **info@agilepoint.eu** (with a physical copy to its Ostend address), and notices to Licensee shall be sent to the contact and address on the customer record. Routine communications (e.g. about

support or operations) may be sent by email to the designated contacts without the need for physical copy.

**13.10 Amendments and Waivers:** This Agreement may only be modified by a written amendment or addendum signed by authorized representatives of both Parties. No waiver of any breach will be effective unless in writing and signed by the waiving Party. A waiver of a breach shall not be deemed a waiver of any other breach. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision.

**13.11 Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, that provision will be severed and the remaining provisions will continue in full force. The Parties will in good faith negotiate a valid replacement for the severed provision that, to the extent possible, achieves the original intent and economic effect.

**13.12 Counterparts & Electronic Signatures:** This Agreement may be executed in counterparts, which together will constitute one instrument. A signed copy delivered via facsimile or email (PDF) shall be deemed an original and legally effective. The Parties agree that electronic signatures (through a reputable e-sign service) are valid and binding.

**13.13 Attorneys' Fees:** In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable costs and legal fees (including attorneys' fees) from the other Party.

**13.14 Language:** This Agreement is in the English language, which the Parties have chosen as the governing language. If this Agreement is translated into another language, the English version shall prevail to the extent of any inconsistencies.

**13.15 Entire Agreement:** This Agreement, including all attached Exhibits and any valid addenda or ordering documents referencing this Agreement, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, proposals or communications, oral or written, relating to the same subject matter.

Each Party acknowledges that it has not relied on any representation not expressly set forth in this Agreement. In the event of a conflict among the terms, the order of precedence shall be: (1) Data Processing Addendum (if attached, as it's required by law), (2) Exhibit A (Service Level Objectives) solely with respect to support/service commitments, (3) any main body clauses of this Agreement, and (4) the Documentation (for technical specifications).

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# Exhibit A – Maintenance and Service Level Objectives

## (Support SLA)

This Exhibit sets forth the support interface and support response objectives between Customer and AGILEPOINT regarding the resolution of problems with AGILEPOINT products used by Customer. This document further specifies the specific support ‘rules of cooperation.’

### 1.1 GENERAL SUPPORT DESCRIPTION

- 1st Level Support is handled by the partner assigned in section 1.1 of this agreement. When no partner is assigned to this agreement the first level support will be handled by AgilePoint.
- 2nd Level Support is handled by AgilePoint and initiate on request of the partner.

In case of no assigned Partner:

AGILEPOINT will provide an online helpdesk support for creating and updating Cases. A support engineer is assigned to each case to coordinate general Case operations and resolution and to interface into their respective development organizations.

### 1.2 DEFINITIONS

- **Product Defect** means a material nonconformance between AGILEPOINT products and AGILEPOINT corresponding user documentation (e.g. program error, defect, documentation error).
- **Problem Report** means a customer reported problem that is suspected to be a Product Defect and requires involvement by AGILEPOINT for Resolution and the subsequent efforts, under this Attachment B, to address those problems.
- **Case** is the communication vehicle between Customer and AGILEPOINT for a Problem Report.
- **Business Day:** means any day other than a Saturday, Sunday or official public holiday in Belgium. (9:00 to 18:00 GMT+1)
- **Engineering Response** is direct contact (i.e., phone or email) with a technical support or development engineer.
- **Escalation** is an act that expedites the Resolution of the Problem Report by requesting assistance of AGILEPOINT to add resources or raise management awareness to a specific problem.
- **Patch** means an interim release for AGILEPOINT products on the applicable platform which contains critical bug fixes on top of the current version and which, at the discretion of AGILEPOINT’S Product Management organization, will be contained in a release of the affected AGILEPOINT product.

- **Priority** of a Problem Report is based on the functional impact of an occurrence of the problem.
- **Critical/Urgent:** Major AGILEPOINT features or functions are not performing as documented, affecting production business process or significantly impacting production schedules. May cause data delay or potential loss under restricted conditions, business operations are affected.
- **High:** Major AGILEPOINT features or functions are not performing as documented, affecting business process or significantly impacting development schedules. May cause data delay or potential loss under restricted conditions, but business operations can proceed.
- **Medium:** Minor AGILEPOINT features or functions are not operating as documented, but with no immediate business exposure or development schedule impact.
- **Low:** No business impact, often cosmetic in nature, a question, or request for product enhancement.
- **Reproducible Test Case** means a small code sample or detailed steps with customer-specific AGILEPOINT environment information that demonstrate the specific syntax or scenario that causes the problem. The code sample or steps demonstrate the inconsistencies with the AGILEPOINT product user documentation.
- **Case Status** communicates to the customer the steps that AGILEPOINT completed, the results of those steps, and the next steps to be taken to resolve the problem.
- **Workaround** means a way to avoid the problem that is reasonably acceptable to Customer and AGILEPOINT. The Work Around may utilize features or behaviours of AGILEPOINT products, or processes outside the delivered AGILEPOINT product set. The Work Around can take the form of a temporary or permanent solution to a problem. A temporary Work Around will be replaced with a permanent solution at a later date unless otherwise agreed to by customer.
- **Resolution** to a Problem Report will be in the form of a Workaround, a Patch, or an updated or new product version. Problems will be considered resolved when the test used to demonstrate the problem demonstrates the corrected behaviour.

### 1.3 SERVICE LEVEL OBJECTIVES

The following Service Level Objectives outline the time frame expectations for response times to acknowledge requests for problem Resolution, status of problems that are under diagnosis and repair, and the effort to achieve problem Resolution given a problem’s Priority. Commitments to Resolutions are for problems within delivered AGILEPOINT product, and not problems within customizations to AGILEPOINT product.

**Table 1 - Problem Report Response Requirements**

Priority	Initial Response	Status Frequency	Resolution Permanent Solution
<b>Critical – Only available with</b>	Within 4 business	Within the same	Continuous effort during Permanent work around or fix

<b>critical maintenance agreement</b>	hours of logging the problem	business day	business hours until patch or work around is delivered	incorporated in the upcoming minor or major release at discretion of AgilePoint Q&A management.
<b>High</b>	Within 8 business hours of logging the problem	Within 1 business days	Continuous effort during business hours until patch or work around is delivered	Permanent work around or fix incorporated in the upcoming minor or major release at discretion of AgilePoint Q&A management.
<b>Medium</b>	By the next business day	Weekly or as agreed	Quarterly	Permanent work around or fix incorporated in the upcoming minor or major release at discretion of AgilePoint Q&A management.
<b>Low</b>	Within 5 business days	Quarterly	On a selected base	Permanent work around or may be fixed in a future release at discretion of AgilePoint Q&A management.

Notes to Problem Report Response Requirements Table:

- Priorities are defined under DEFINITIONS.
- Status Frequency may differ on a case-by-case basis only if all involved parties mutually agree upon a different frequency.
- To an extent a customer presents a Reproducible Test Case, that will facilitate the Resolution and Permanent Solution.

Each support ticket has to be created on the AgilePoint Helpdesk via <https://helpdesk.agilepoint.com>

## 1.4 ESCALATION

Escalation of individual Cases will be done only when all reasonable internal efforts to resolve the problem have been exhausted and when reasonable efforts have been made to follow the normal Case process without satisfactory results. The Escalation Process will be used when the conditions below arise.

- The customer's management feels the case has not received the proper attention needed to resolve the problem; or
- There are several concurrently open and high priority cases.

The customer's management will contact the AGILEPOINT Technical Support engineer assigned to the case and request that the case be escalated and referred to the escalation manager. The AGILEPOINT escalation manager will contact the customer's manager to discuss the situation and work out a mutually agreeable plan for resolution.

## **1.5 PRODUCT VERSION DEFINITION AND SUPPORT**

A major release is indicated by the number to the left of all decimal places (i.e. 1.x, 2.x etc.) A version is indicated by any and all numbers to the right of a major release number (i.e., each of 1.2, 1.2.1, 1.2.1.1 and 1.3 are versions of the major release 1.x). AGILEPOINT provides technical support for the current version of the current major release, for the last version of the previous major release, and for all versions in between. AGILEPOINT provides product fixes on the current version of the current major release and the last version of the previous major release, and not on versions in between. As an example, if AGILEPOINT is on major release 2.x, and the current version of that major release is 2.0.3, if a customer requests support for version 2.0.1, AGILEPOINT will provide technical support, but any product fixes for that customer would be provided in version 2.0.3.x.

## **1.6 Additional Assistance**

Where needed and available AGILEPOINT will:

- Provide to the customer relevant technical support documentation/tools (tech alerts, technical information, bug lists, patch lists, diagnostic tools, etc.) to facilitate problem diagnosis.
- Provide access to electronic communications (messaging, bulletin boards, ftp servers, email, etc.) to facilitate problem diagnosis and resolution.

Customer will make reasonable efforts to:

- Provide AGILEPOINT Support with a Reproducible Test Case for the Problem Report needing Resolution as part of normal Case processing.

## **Exhibit B – Data Processing Addendum (GDPR Article 28 Requirements)**

*(If needed, a formal DPA could be attached here with standard contractual clauses, etc. However, since Section 7 already covers it, this might not be needed unless company policy is to have a separate signed DPA. We mention it for completeness in references above.)*

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