

**End User License Terms Theobald Software
GmbH**

1. Scope of Application

- 1.1 These End User License Terms shall apply to all deliveries, services and offers of Theobald Software GmbH, Kernerstr. 50, 70182 Stuttgart, Germany (hereinafter referred to as "TS") in relation to the licensing of software, whether by way of a Subscription or a Purchase, and the provision of related services.
- 1.2 These End User License Terms are an integral part of all contracts concluded by TS with its contractual partners (hereinafter referred to as "Customer") in relation to the licensing of software and the provision of related services, whether under a Subscription or a Purchase. They shall also apply to all future contracts of such nature, even if they are not separately agreed again.
- 1.3 Terms and conditions of the Customer or third parties shall not apply, even if TS does not separately object to their application in individual cases. Even if TS refers to any correspondence that contains or refers to the terms and conditions of the Customer or a third party, this shall not constitute an acceptance of those terms and conditions.
- 1.4 The legal relationship between TS and the Customer shall be governed solely by (i) an order form executed between the Parties specifying the Software, whether the Software is licensed by way of a Subscription or a Purchase, the applicable Fee and other details (the "Order Form"), (ii) these End User License Terms (the "End User License Terms"), which govern the Customer's right to use the Software, including the applicable license types, usage restrictions, provisions on open-source software and usage data, and the terms applicable to trial licenses, (iii) the separate General Terms and Conditions of TS (the "General Terms and Conditions"), which govern all other matters relating to the Agreement, in particular the Fees, invoicing and payment, additional services, the Customer's general obligations (including third-party license obligations), data protection, confidentiality, term and termination, limitation of liability, export control, and (iv) any other documents referred to in the Order Form (hereinafter collectively referred to as the "Agreement"). In general, the Agreements will be executed based on quotes provided by TS to the Customer and which become binding upon acceptance by the Customer.
- 1.5 All quotes of TS are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. TS may accept orders or commissions from the Customer within fourteen (14) days of receipt.

2. Subject of the Agreement

- 2.1 The subject of the Agreement is the provision of the software products described in the Order Form together with the corresponding user documentation (the "**Software**"), whether by way of a Subscription or a Purchase.
- 2.2 The Software is provided to the Customer as an "on premise" solution.
- 2.3 The Customer shall receive the Software in object code form only. The Customer shall not be entitled to the source code of the Software.
- 2.4 The Agreement shall apply, if applicable, in addition to all other software licensing, software maintenance and other service contracts between TS and the Customer.

3. Delivery of the Software

- 3.1 TS shall provide the Customer with a copy of the Software.
- 3.2 The Customer may receive the copy, at the Customer's request, via TS' customer portal.
- 3.3 The Software must be carefully examined by the Customer immediately after receipt by the Customer.

4. Rights of Use

- 4.1 All rights to the Software provided, to work or training results, studies and adaptations as well as other rights to any materials made available to the Customer hereunder are and shall remain the exclusive property of TS.
- 4.2 TS grants the Customer a non-exclusive, non-transferable and non-sublicensable right to use the Software in accordance with the terms of the Agreement. In the case of a Subscription, this right of use is limited to the term of the Subscription. In the case of a Purchase, this right of use is granted on a perpetual basis, subject to full payment of the Purchase Price.
- 4.3 The Software is licensed by way of a (i) Server License, (ii) Cluster License, (iii) Desktop License, or (iv) Product License (each as defined below) as ordered by the Customer under the Order Form.
- 4.4 Server License. In the case of a Server License, the Customer acquires license authorization(s) equal to the number of server(s) specified in the Order Form. For each Server License, Customer is entitled to use the Software on one server, unless specifically agreed otherwise in the Order Form. The applicable Fee will be calculated and charged depending on the number of server(s) specified in the Order Form.
- 4.5 Cluster License. In the case of a Cluster License, the Customer acquires license authorization(s) equal to the number of SSIS Integration Runtimes specified in the Order Form. For each Cluster License, Customer is entitled to use the Software on one SSIS Integration Runtime, unless specifically agreed otherwise in the Order Form. The applicable Fee will be calculated and charged depending on the number of SSIS Integration Runtimes specified in the Order Form.
- 4.6 Desktop License. In the case of a Desktop License, the Customer acquires license authorization(s) equal to the number of desktop(s) specified in the Order Form. For each Desktop License, Customer is entitled to use the Software on one desktop. The applicable Fee will be calculated and charged depending on the number of desktop(s) specified in the Order Form.
- 4.7 Product License. In the case of a Product License, the Customer acquires license authorization(s) for certain products and product features specified in the Order Form. For each Product, Customer is entitled to use the Software with the features included in the license on as many servers or with as many containers as required from a performance perspective. The applicable Fee will be calculated and charged depending on the ordered usage plan and the total product usage on all instances and calculated on the basis of the product usage statistics to be provided by the Customer.
- 4.8 The Customer's right of use is subject to the limitations and restrictions specified in the Order Form.
- 4.9 The Customer's right of use is limited to the use of the Software as described in the online documentation made available by TS (via the OnlineHelp). The permitted use includes the installation as well as loading, displaying and running of the installed Software.

- 4.10 The documentation made available by TS (via the OnlineHelp website) also specifies the hardware and Software environment for which the Software is released. If the Customer uses another hardware and/or software environment, TS shall not assume any warranty or liability for the continued functionality of the Software to that extent that any defects are attributable to the use of such other hardware and/or software environment.
- 4.11 The Customer may use the Software on any hardware available to him, provided that it complies with the above specifications and the number of license authorization(s) specified in the Order Form.
- 4.12 The Customer is not entitled to make available the copy of the Software provided to him or the backup copy, if any, to third parties. In particular, the Customer is not permitted to sell, lend, lease or otherwise sublicense the Software or to reproduce or make the Software publicly available.
- 4.13 If the Customer violates any of the above provisions, all rights of use granted within the scope of the Agreement shall become immediately invalid and automatically revert to TS. In this case, the Customer shall immediately and completely discontinue the use of the Software, delete all versions or copies of the Software installed on his systems and delete the backup copy, if any, or hand it over to TS.
- 4.14 Unless specifically agreed otherwise under the Order Form, the Customer may not use the Software to provide computer center services for third parties.
- 4.15 The Customer is obliged to take suitable measures to protect the Software from access by unauthorized third parties, in particular to keep all copies of the Software in a protected place.
- 4.16 Copyright notices, serial numbers and other features serving the identification of the program may not be removed or changed under any circumstances. The same applies to a suppression of the screen display of corresponding features.
- 4.17 Without prejudice to any other provisions of the Agreement and subject to the provisions of the following paragraph, the Customer shall not: (a) connect, extend or modify the Software with or through interfaces other than those contractually provided; (b) reverse engineer, disassemble, decompile or otherwise attempt to derive the source code, algorithms, data structures or underlying concepts of the Software; (c) use the Software for competitive analysis, benchmarking or comparable evaluation purposes, or publish or disclose any performance data or results of the Software; and (d) use the Software in a manner that is incompatible with the rights of use expressly granted under the Agreement.
- 4.18 The following mandatory statutory rights of the Customer shall remain unaffected, provided that they are exercised within the limits set out in the applicable provisions of the German Copyright Act (Urheberrechtsgesetz – UrhG): (a) The Customer is entitled, pursuant to Section 69d (2) UrhG, to make a back-up copy of the Software, provided that this is necessary to safeguard future use. The back-up copy may only be used as a replacement for a lost, destroyed or otherwise unusable copy. Any other use is excluded. The Customer shall permanently delete or destroy the back-up copy within thirty (30) days after termination or expiry of the Agreement (or, in the case of a Purchase, upon the Software ceasing to be used) and, upon request, confirm such deletion or destruction to TS in writing. (b) The Customer is entitled, pursuant to Section 69d (3) UrhG, to observe, study and test the functioning of the Software without TS' consent in order to determine the ideas and principles which underlie any element of the Software, provided that this occurs in the course of any of the acts of loading, displaying, running, transmitting or storing the Software which the Customer is entitled to perform under the Agreement. This right does not include decompilation, disassembly or any other measures

that go beyond behavioural observation (black-box analysis). (c) The Customer is entitled, pursuant to Section 69e (1) UrhG, to reproduce the code of the Software or to translate the code form (including by way of decompilation), to the extent that this is indispensable for obtaining the information necessary to achieve the interoperability of an independently created computer program with the Software. This right shall only exist if all of the following conditions are cumulatively met: (i) the measures are carried out by the Customer, by a person authorised by the Customer to use the Software, or by a person authorised by any such person; (ii) the Customer has requested TS in writing, specifying the information and/or interface documentation required for interoperability, and TS has not made such information available free of charge within thirty (30) days of receipt of the request (contractual procedural provision implementing Section 69e (1) no. 2 UrhG); (iii) the information necessary for interoperability is not already readily available to the Customer by other means; and (iv) the measures are limited to those parts of the Software that are necessary to achieve interoperability. The information obtained in the exercise of this right shall be subject to the following statutory restrictions on use pursuant to Section 69e (2) UrhG: (i) it may only be used to achieve the interoperability of the independently created program; (ii) it may only be disclosed to third parties to the extent necessary for the interoperability of the independently created program; and (iii) it may not be used for the development, production or marketing of a program substantially similar in its expression to the Software or for any other acts infringing copyright.

- 4.19 The performance or commissioning of penetration tests, vulnerability assessments or comparable security tests shall require the prior written consent of TS; such consent shall not be unreasonably withheld or delayed. Security assessments which the Customer is required to perform by law or by regulatory requirements shall remain unaffected; the Customer shall inform TS thereof in a timely manner in advance.
- 4.20 If TS grants its consent to security tests pursuant to the preceding paragraph, the Customer shall: (i) inform TS in a timely manner in advance of the scope and schedule of the tests; (ii) provide TS without undue delay with the complete and unredacted test results; (iii) treat the test results as Confidential Information of TS within the meaning of the applicable confidentiality provisions of the Agreement; and (iv) grant TS a reasonable period for the review, verification and, where applicable, remediation of identified security vulnerabilities before the Customer takes any further action on the basis of such results. Such period shall be at least ninety (90) days; however, in the case of security vulnerabilities classified as critical in accordance with industry standards, it shall be reduced to thirty (30) days.
- 4.21 Any disclosure of test results to third parties shall require the prior written consent of TS. This shall not apply to the extent that the Customer is required by law or by regulatory requirements to make such disclosure; in such case, the Customer shall inform TS without undue delay of the intended disclosure and shall limit the scope of the disclosure to what is required by law. Any extension of the Customer's right of use beyond the scope determined above – in particular use by third parties – requires a separate written agreement with TS.

5. Open-Source Software

- 5.1 The Software may contain open-source software components ("OSS Components"). TS shall make available to the Customer, no later than upon delivery of the Software, a notice file identifying the OSS Components contained in the Software and the applicable open-source license terms, to the extent that such identification and attribution is required under the respective open-source license terms ("OSS Notice"). In the event that TS releases updates or new versions of the Software that introduces new or modified OSS Components, TS shall provide an updated OSS Notice together with the respective update or new version, to the extent required by the applicable open-source license terms.

- 5.2 The Customer's rights to use the OSS Components shall be governed exclusively by the applicable open-source license terms of the respective rights holders. The Customer undertakes to comply with all applicable open-source license terms in connection with its use of the Software as set out in the OSS Notice.
- 5.3 TS shall only be liable for defects, security vulnerabilities or incompatibilities attributable to OSS Components to the extent that (i) such defects, security vulnerabilities or incompatibilities were known to TS at the time of integration or should have been identifiable by applying the standard of care of a professional software provider, or (ii) such defects, security vulnerabilities or incompatibilities become known to TS after integration and TS fails to remedy them within a reasonable period after becoming aware of them. To the extent TS is liable pursuant to the foregoing provisions of this paragraph, the liability caps and exclusions set forth in Section 9 of the General Terms and Conditions shall apply. The exclusions of liability under this paragraph shall be subject to the provisions on mandatory liability pursuant to Section 9.

6. Maintenance

- 6.1 In the case of a Subscription, TS is obliged to provide the Software to the Customer in a condition suitable for use in accordance with the specifications of the Agreement and to maintain the Software in this condition during the term of the Subscription (pursuant to Section 535 German Civil Code (BGB)). The Customer's statutory rights under Section 535 German Civil Code (BGB) are subject to any deviating agreements under the Agreement. In the case of a Purchase, TS shall only be obliged to provide the maintenance services set out in this Section 6 if and to the extent maintenance has been separately agreed in the Order Form, as further specified in Section 6 of the General Terms and Conditions. Subject to the foregoing, TS undertakes to provide the maintenance services to the Customer as specified in this Section 6.
- 6.2 Defects in the delivered Software including the user documentation and other documents will be remedied by TS after the Customer has notified TS of such defects.
- 6.3 Subject to the receipt of a corresponding notice, TS shall remedy the defect, at TS' option, by rectifying the defect (rectification of defects) or by delivering defect-free Software (replacement delivery).
- 6.4 TS shall provide the maintenance services in accordance with this Section 6 as services (Dienstleistungen) within the meaning of Sections 611 et seq. German Civil Code (BGB) and shall not assume any responsibility for the successful elimination of the defect. Defect handling services may also be provided by way of a workaround, patch or update, at the option of TS.
- 6.5 TS shall inform the Customer about the status and success of the elimination of defects at regular intervals.
- 6.6 The rights of the Customer under this Section 6 shall lapse if the Customer significantly impedes the detection or elimination of defects by violating its obligation to cooperate. The same applies if the Customer has modified the Software himself or through third parties or if restrictions of use or defects are or can be caused or contributed to by the improper or faulty operation of the Software by the Customer or his system environment. This shall also apply if the Customer has taken inadequate security precautions, in particular insufficient data backup. The right to request an elimination of defects shall not lapse if the actions or omissions of the Customer described above do not have a significant influence on the expenditure necessary for the detection or elimination of defects.
- 6.7 TS is entitled to provide the elimination of defects by means of remote maintenance or remote diagnosis.

6.8 TS shall provide an online ticket system for the contact person named by the Customer to receive the Customer's reports.

6.9 TS shall provide the maintenance services in accordance with this Section 6 within the service time from Monday to Friday between 09:00 and 17:00 hours (except for national holidays and other public holidays at the headquarters of TS).

7. Patches, Updates, Upgrades and New Releases

7.1 For as long as maintenance services are owed by TS under Section 6 (i.e., during the term of a Subscription, or for a Purchase for as long as maintenance has been separately agreed), TS will, as part of its maintenance obligations, provide the Customer with all patches and/or updates, which TS generally makes available via download through TS website and Customer Portal to its customers to maintain the Software.

7.2 TS' obligation to provide those patches and/or updates does not apply to extensions of the Software which TS offers and markets separately as a new and independent product or as an additional module (hereinafter "Upgrades and New Releases"). Should the Customer order any such Upgrades and New Releases, such Upgrades and New Releases will be charged and invoiced separately to the Customer according to the then current price list of TS.

8. Usage Data

8.1 The Customer acknowledges and agrees that the Software may collect and transmit to TS certain anonymized and aggregated data relating to the Customer's use of the Software ("Usage Data"). Usage Data shall be limited to technical and operational data such as system configuration, feature utilization frequency, and performance metrics. Usage Data shall not include any personal data, individual user behavior data or any data that would allow the identification of individual users of the Customer.

8.2 TS shall be entitled to use the Usage Data for the following purposes: (i) provision of technical support and troubleshooting, (ii) improvement and further development of the Software and related products, (iii) monitoring of the performance and stability of the Software, and (iv) usage-based pricing and license compliance verification. TS may share Usage Data within the group of companies affiliated with TS within the meaning of Sections 15 et seq. of the German Stock Corporation Act (Aktiengesetz – AktG) (the "Theobald Group") for the aforementioned purposes. Usage Data shall not be disclosed to third parties outside the Theobald Group, except in anonymized and aggregated form that does not permit any identification of the Customer.

8.3 All rights, title and interest in and to the Usage Data, including any analyses, reports or derivative works created therefrom, shall vest exclusively in TS.

9. Obligations of the Customer

9.1 The Customer's obligations, including data backup and cooperation duties in connection with maintenance and third-party license obligations, are set out in the General Terms and Conditions.

10. Trial Licenses

10.1 Where TS provides the Customer with a trial, evaluation or demonstration license for the Software ("Trial License"), such Trial License shall be granted free of charge and shall be limited to the evaluation period specified by TS, which shall not exceed thirty (30) days unless expressly extended by TS in writing.

10.2 Upon expiration of the evaluation period, the Trial License and all associated rights of use shall automatically terminate without notice. The Customer shall immediately cease all use of the Software and delete all copies thereof upon expiration of the Trial License.

10.3 The Software provided under a Trial License is provided "as is" without any warranty or maintenance obligation of TS.

11. Final Provisions

11.1 Each Party shall bear its own costs incurred in connection with the execution and performance of the Agreement, unless expressly agreed otherwise in the Agreement.

11.2 The Agreement fully reflects the agreement between the Parties regarding the subject matter; no oral or other side agreements exist. Unless expressly agreed otherwise in the Agreement, all previous agreements between the Parties regarding the subject matter shall be fully replaced by the Agreement with effect from the effective date of the Agreement.

11.3 Amendments or additions to the Agreement shall require written form to be effective, unless a stricter form is required under mandatory law. The same applies to the waiver of this written form requirement. Unless expressly agreed otherwise in the Agreement, e-mails do not comply with this written form requirement. The written form requirement under the Agreement shall be deemed to have been met when the copy of a declaration is being transmitted by telecommunications (e.g. as an attachment to an e-mail) and that copy contains the signature of the person making that declaration, unless a stricter form is required under mandatory law.

11.4 Neither Party is entitled to transfer the Agreement to a third Party without the prior written consent of the other Party.

11.5 The Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws rules of private international law. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

11.6 Exclusive place of jurisdiction for all disputes arising out of or in connection with the Agreement shall be the registered seat of TS, unless otherwise required by mandatory law.

11.7 The Customer agrees to be named as a reference customer by TS.