

# End-User Licence Agreement

## I. Services from iXenso

### (1) Granting of rights/software purchase

iXenso transfers to the end customer the irrevocable, non-transferable, permanent right – or, in the case of use that is arranged for a fixed term – limited to the term of the order – to use the contract software (hereinafter referred to as the “Licensed Product”) according to the customer’s order. The type and scope of the right of use are dictated exclusively by these licence terms, unless deviating regulations have been agreed in the order.

### (2) Backup copies/use in working memory

The end customer is entitled to make copies of the Licensed Product that is provided for backup purposes only. iXenso shall acquire all rights to these copies unless they have been transferred to the end customer in accordance with I (1). The end customer shall be entitled to use the Licensed Products within the scope of the intended use on its data processing system, even if intermediate copies are made in the working memory in the process.

### (3) Installation location

The Licensed Product may only be installed at the installation location specified in the order on the data processing systems available there; the end customer may use the software from the installation location for its entire company. It is permitted to use the Licensed Product at a location other than the installation location if the Licensed Product is temporarily not able to be used at the installation location. In any case, any use by the end customer at an alternative location is only permitted within the framework of this Agreement.

### (4) (4) Delivery/installation

The end customer shall receive a delivery copy of the Licensed Product on data carriers. The Licensed Product will be installed by the end customer. iXenso will advise and support the end customer in preparing for the installation, insofar as this is agreed in the order. In this case, the customer shall be responsible for following the instructions provided by iXenso or clarifying the installation terms with iXenso in good time, and comprehensively, in order to be able to perform the installation speedily and without any issues..

### (5) Documentation

Upon delivery or installation of the Licensed Product according to I (4), the documentation will be handed over to the end customer. The usage rights to the documentation are determined based on the usage rights of the Licensed Product, in accordance with the order (see I (1)).

### (6) Maintenance/care

Insofar as agreed in the order and in a separate maintenance contract, and insofar as this service is not unreasonable, iXenso will maintain the Licensed Product even after the warranty expires at the request of the end customer and, in doing so, will, in particular, deliver updates to the Licensed Product to the end customer. The scope of the maintenance and care services shall be dictated by the maintenance contract.

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### (7) Training/advice

Operational support/user training shall only be due if this is expressly agreed in a separate contract or in the order.

### (8) Transferability

The rights of use transferred to the end customer are not transferable. In particular, the end customer is not entitled to pass on, transfer or assign the rights of use to third parties, to agree sublicences or to make the rights of use available to third parties, permanently or temporarily. The end customer recognises that any form of one of the above-mentioned, expressly prohibited measures may also constitute a violation of iXenso's copyrights, which may also be punishable under criminal law.

## II. Services of the end customer

### (1) Licence fee

Unless otherwise agreed in the order, the end customer must pay the agreed licence fee, without deduction, no later than one week after delivery of the software.

### (2) Terms of payment/default

In all other respects, all agreed prices and fees are payable no later than 30 days after issuance of an invoice, subject to additional statutory value-added tax. In the event of a delay in payment, iXenso may, without further proof, demand interest of 9 percentage points above the base interest rate according to Section 1 of the Discount Rate Transitory Act dated 09.06.1998 (Federal Law Gazette (BGBl.) I p. 1242) if the end customer is a registered trader; otherwise, it may claim interest in the amount of 5 percentage points above the respective base interest rate. iXenso expressly reserves the right to assert further claims.

### (3) Data backup

The end customer is aware that malfunctions in electronic data processing can never be completely ruled out and can lead to data loss. The end customer is obliged to always hold an adequate data backup available that accords with its operational and economic interests. iXenso shall not be liable for damage resulting from data loss.

## III. Rights to the licensed product

iXenso shall remain the owner of all rights to the Licensed Product, even if the end customer changes the Licensed Product or connects it to its own programs or to those of a third party. The documentation provided to the end customer shall remain the property of iXenso. This does not include the granting of rights for the Licensed Product under I (1) and the documentation during the term of this Agreement. iXenso may transfer all rights and obligations under this Agreement to third parties at any time. Such transfers shall be effective from the point in time at which iXenso sent the written notice of them to the end customer.

## IV. Third-party rights

iXenso guarantees that the Licensed Product is free of third-party rights that restrict or exclude any use in accordance with the contractually agreed scope.

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### V. Warranty

#### (1) Scope of warranty

iXenso guarantees that the Licensed Product essentially fulfills its main functions and complies with the generally agreed principles of technology and is not subject to any errors that nullify or significantly reduce its value or its suitability for customary use or the use stipulated in the Agreement.

#### (2) Duration of the warranty obligation

The warranty period is 12 months. It shall begin upon delivery according to I (5). Longer statutory limitation periods for liability and guarantee claims shall remain unaffected.

#### (3) Further assurances

No further assurances are made by iXenso, unless they are expressly agreed in the order. In particular, iXenso does not guarantee that the Licensed Product meets the individual and specific needs of the end customer. Compatibility of the licensed product with other software products used by the end customer is only assured if this is expressly confirmed in the order, unless compatibility with other products at the location corresponds to the general state of the art at the time of the order. The provision of interfaces or the implementation of third-party software requires an express, additional agreement between iXenso and the end customer.

### VI. Additional rules when using OpenText software

iXenso is a partner of Open Text Software GmbH/Munich (OT-GmbH) and sells its software products ("OT Products"). Insofar as software products from OT-GmbH are the subject of the contract between iXenso and the end customer, the following shall also apply:

The end customer acknowledges and confirms that the title and ownership of the OT products, including all related rights, in particular, patents, brands, trade secrets and copyrights, are the exclusive property of OT-GmbH and its licensors, even during, and after the end of, the usage period.

The end customer undertakes to safeguard and protect the intellectual property of OT-GmbH that resides in the OT Products during and after the transfer of use. In particular, it undertakes

1. to refrain from copying the OT Products in whole or in part, unless this is necessary for backup purposes, in the event of an unplanned restart or error checking,
2. to provide iXenso or OT-GmbH at any time with the opportunity to carry out tests, in an appropriate form, to confirm that the end customer is properly exercising the rights of use granted to it and that it is complying with the restrictions,
3. to prevent any use of the OT Products or access to them that exceeds the scope of the contractually granted right of use. This applies, in particular, to exceeding the contractually agreed number of named users and to exceeding the agreed number of client workstation licences, exceeding the acquired server licences, or other restrictions with regard to the use and/or the capacities of the licensed OT Products,
4. to refrain from offering OT Products for use in a service company or in a timeshare environment or on the basis of remuneration for individual services, e-commerce remuneration or online remuneration,
5. to refrain from sub-licensing OT Products, renting OT products, or making them available in any other way outside of the end customer's company,

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6. to refrain from decompiling or reverse engineering OT Products and from assigning any contractually granted rights to third parties without the express prior written consent of iXenso or OT GmbH,
7. to refrain from exporting or re-importing OT Products in violation of existing laws and regulations on export controls.
8. The warranty obligations are determined exclusively within the relationship between iXenso and the end customer. Therefore, unless in any case excluded, for all warranty obligations of OT-GmbH or its licensors, the warranty obligations and liability of OT-GmbH and its licensors shall, in all events, be expressly limited to the information in point 5.0 (Limitation of warranty/supplementary performance) of the reseller appendix concluded between iXenso and O-GmbH and in point 7.0 (Limitation of liability) of the Partner Master Agreement concluded between iXenso and OT-GmbH, as amended.

### VII. Liability

#### (1.) Liability and damages

iXenso shall bear no liability for damages in connection with the transfer of rights of use to the software in line with the order – regardless of the legal grounds. Insofar as Xenso's liability is excluded or limited, this shall also apply to the personal liability of employees, representatives and vicarious agents. This limitation of liability shall not apply if the cause of the damage is due to intent and/or gross negligence on the part of iXenso, its employees, representatives or vicarious agents. It shall also not apply to claims under the Product Liability Act. If iXenso negligently violates an essential duty under the contract, the obligation to pay compensation shall be limited to the damage that typically arises. The above limitations of liability shall not apply insofar as the minimum statutory provisions of German product liability law apply. Liability for consequential damage is excluded, except in the case of intentional damage by iXenso; in the event of data loss, it shall be assumed that this was due to insufficient data backup.

### VIII. Confidentiality

The contracting parties mutually undertake to keep confidential and not disclose to third parties the expertise and trade secrets they learn from one another during the execution of the order and the licence transfer as well as all expertise that is not generally known, and to oblige their employees accordingly.

### IX. Data protection

The parties mutually undertake to strictly comply with all data protection regulations. In particular, all data of the opposite contractual partner in question that were made mutually known or accessible during the implementation of the order and transfer of use shall be treated with strict confidentiality.

### X. Order processing

At the end of the transfer of use, in particular, at the end of the agreed period of use, the end customer shall be obliged to delete all Licensed Products available at the end customer's establishment and to return the documentation. At iXenso's request, the customer shall be obliged to expressly confirm that these have been deleted completely and correctly, and, if necessary, to declare this on oath.

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### **XI. Choice of law and jurisdiction**

All orders and transfers of rights of use in the relationship between iXenso and the end customer shall be deemed to have been signed in Germany and are subject exclusively to German law. Application of the UN Convention on Contracts for the International Sale of Goods is excluded. The exclusive place of jurisdiction and place of performance for both parties is Freiburg.

### **XII. Written form**

Any amendments and/or addenda to the order, this End User Agreement and/or all agreements made between the parties, as well as all future addenda and all legal acts, shall only be effective if they are made in writing. Both parties confirm that no further oral or tacit agreements exist outside of the written agreements.

### **XIII. Linguistic version**

This End User Agreement is drawn up in German. For convenience only, an English translation is enclosed. In case of doubt, the German version shall prevail.

### **XIV. Interpretation of the End User Agreement**

Should any of the provisions of this Agreement be invalid, ineffective or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, the parties shall replace the no longer applicable provision by mutual agreement with another legally effective provision that to the greatest extent possible fulfills the purpose of the no longer applicable provision. If no agreement can be reached on this, either party can request the court to replace the omitted provision.