End-User-License Agreement ("EULA") NTT DATA Business Solutions Software Products and Third-Party Software

1. Overview

This End-User-License Agreement ("EULA") is between the respective NTT DATA Business Solutions Group company (hereinafter referred to as "NTT DATA") and the Client (defined below) for the provisioning and use of NTT DATA Business Solutions (NDBS) Software or, if agreed, Third Party Software (collectively "Software") Cloud Services and related Documentation, tools or other material as described in the following period:

- On-Premise perpetual software license (one time license fees for unlimited period of time)
- On-Premise subscribed software license (subscription license for fixed period of time)
- Cloud Services (for fixed period of time)
- Documentation, tools or other materials (limited or unlimited as required for use of the Software)

The provisions of this EULA shall apply to the corresponding Software, or Cloud Services that have been ordered by Client through a separate order form, license and software maintenance agreement or other contractual document with the respective contracting NTT DATA Group company or its Affiliate (the "Agreement").

1.1 In all contractual relationships in which NTT DATA (i) provides Software and related services or Cloud Services to other companies, legal entities under public law or special funds under public law (referred to as "Client") and (ii) grants rights of use for an unlimited or limited period of time this EULA shall apply in its respective valid version at the time of the respective conclusion of the Agreement and unless otherwise expressly agreed in writing between the parties of the Agreement. The EULA is part of the Agreement and the respective documents relevant to the use of service, such as product or service descriptions or other applicable Supplemental Terms, which shall be made available to the Client at any time upon request. In case of other Third-Party Software, the respective conditions of the third party shall apply.

1.2 These provisions constitute the complete EULA between the parties and will not be modified or amended without the prior written consent of both parties. Client may issue or use a sales order, purchase order, or other similar purchasing form; however, such forms will not modify or expand the terms and conditions of this EULA, even if such forms contain provisions to the contrary.. In all instances the Third-Party Software conditions shall prevail in the event of a conflict with the EULA or Agreement.

1.3 The Agreement and this EULA shall become effective upon Client´s acceptance of the contractual documents required by NTT DATA´s provisioning of the Software and/or access to the Cloud Services.

2. General Definitions

2.1 **"Agreement"** (also Contract) means the order form or similar order acceptance, license and software maintenance agreement and this EULA concluded between the Client and NTT DATA.

2.2 **"Add-On"** means any Software created by NTT DATA or a third party that communicates with, adds or enhances functionality to, and is not a Modification of, the provided Software.

2.3 **"Affiliate"** means any corporation, partnership or legal entity under applicable corporate law that is directly or indirectly controlled by, controlling or under common control with Client or NTT DATA (as the case may be through ownership of more than 50% of the voting or management rights). For NTT DATA this may be NTT DATA Inc. or any entity controlled by NTT DATA Inc.

2.4 **"Cloud Service"** means any specific on-demand solution (including support) provided by NTT DATA under an Agreement.

2.5 **"Cloud Materials"** means all materials provided to the Client prior to or as part of the provision of the Cloud Services, including materials generated by the provision of support services to the Client. Cloud Materials include materials created in collaboration with the Client but do not include Client Data, Client Proprietary Information or the Cloud Service itself.

2.6 **"Client Data"** means all content, materials, data, personal data and information captured by Defined Users in the production system of a Cloud Service or derived from its use and stored in the Cloud Service (e.g. Client-specific reports). The Client Data and the data derived therefrom do not contain any Proprietary Information of NTT DATA, NTT DATA´s licensors or Partners.

2.7 **"Data Center Operation"** means the use of or access to the Software by or for third parties, in particular to operate or manage the business of a third party, or the provision of outsourcing services.

2.8 **"Defined User (also "Authorized User")"** means an employee of Client, its Affiliates or a Third-Party Business Partner who is authorized to directly or indirectly access the Licensed Software.

2.9 **"Designated Unit"** means each individual computer or server on which the Software and the Third-Party Database are installed.

2.10 **"Documentation"** means the technical and/or functional documentation belonging to the Software and, if applicable, descriptions of roles and responsibilities, as amended from time to time, of the respective manufacturer, which is provided or made available to the Client together with the Software. Manuals are not included in the scope of delivery.

2.11 **"Export Law"** means all applicable import, export control and sanctions law, in particular without limitation the law of the United States of America (US), the European Union (EU) and Germany.

2.12 **"Force Majeure"** means causes beyond the party's reasonable control (such as fire, natural disasters, power blackout, strike, embargo, acts of civil or military authorities, war, terrorism, cyber-attacks, acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of online services) and unable to fulfill contractual obligations.

2.13 **"Licensed Software"** means the NDBS Software or Third Party Software that Client has acquired through NTT DATA via an executed Agreement including for the avoidance of doubt software that is part of Cloud Services.

2.14 **"Maintenance"** means the software support/maintenance provided by NTT DATA as agreed in the Agreement for the Licensed Software.

2.15 **"Modification"** means all upgrades, updates, patches, fixes, changes, regulations and/or global or industry standards, and other modifications to the Software but which does not constitute a new version of the Software.

2.16 **"NTT DATA Business Solutions Group"** means any corporation, partnership or legal entity under applicable corporate law that is owned or controlled, directly or indirectly, NTT DATA Business Solutions AG as the case may be through ownership of more than 50% of the voting or management rights and located in the Territory.

2.17 **"NTT DATA Business Solutions Software ("NDBS Software")** means (i) all standard software products and related Documentation developed for or by NTT DATA or its Affiliates; (ii) all new versions (including, without limitation, Releases, updates, patches, corrections) of such NDBS Software made available to Client in performance of the Agreement (through Maintenance); and (iii) all complete or partial copies thereof.

2.18 **"Non-Productive Use"** means the Use of the Licensed Software solely for the Client's internal training purposes to enable the Client's -authorized user to use the Licensed Software to process the Client's internal business transactions or for internal testing or development work in support of the Client's productive environment.

2.19 **"On-Premise Software"** means Licensed Software (either for a limited or unlimited time period) that is installed and Use from Client provided Designated Unit.

2.20 **"Open-Source Software"** (OSS) means software that is distributed with its source code, making it publicly available for use, modification, and distribution with its original rights and it includes a license that allows programmers to modify the software and control how the software can be distributed. If components of the NDBS Software contain OSS components, NTT DATA will notify Client prior to the conclusion of the Agreement. Upon delivery of the NDBS Software or within the scope of the product description, Client shall receive an OSS description which lists the respective Open-Source components used and identifies them in according to the respective current version OSS license which apply to Client as is.

2.21 **"Partner or NTT DATA´s licensor"** means any other party whose Software or services are distributed, sold, loaned, offered as a service, or otherwise made available by NTT DATA.

2.22 **"Productive Use"** means the use of the Software exclusively for the processing of Client's internal business transactions. Preparation for productive operation shall also constitute Productive Use.

2.23 **"Proprietary Information"** means (i) in relation to the Software and Documentation and any full or partial copies thereof, the program concepts, the Third Party Database, any other Third Party Software provided with or as part of the Software and results of comparative tests and (ii) any information which NTT DATA, Partner or NTT DATA licensor or Client protect against unrestricted disclosure to third parties or which, in the circumstances of disclosure or according to its content, is to be regarded as confidential and/or proprietary ("Proprietary Information"). Excluded from this is such Proprietary Information that (a) is or becomes publicly known without any act or omission by the other party or (b) is or becomes lawfully acquired by the other party from a source other than the disclosing party prior to disclosure by the disclosing party or (c) lawfully and independently becomes available to the other party.

2.24 **"Release"** means any edition of the Licensed Software.

2.25 **"Software Development Tools"** means all development tools (software in object code and documentation as softcopy and/or hard-copy) provided by NTT DATA in connection with the Software for Non-Productive Use in the development of extensions based on the relevant Agreements. The Software Development Tools may include the Software Development Kit development version ("SDK") or may be included in the licensed ABAP workbench. The term "Software Development Tool" includes (i) all Releases, versions or correction levels of a Software Development Tool and (ii) all complete or partial copies thereof.

2.26 **"Supplemental Terms" (or "Supplement")** means the product-specific supplemental terms and conditions applicable to the Cloud Service and referenced in an Agreement.

2.27 **"Territory"** means the territory in which the Software is installed, provided that the installation may only be made in one country at any time.

2.28 **"Term"** means the agreed term of a Use right, Cloud Service or Maintenance Agreement, consisting of initial term and renewal terms.

2.29 **"Third Party Database"** means any third-party proprietary database software, if any, for which NTT DATA has licensed the Client.

2.30 **"Third Party Business Partner (or Third Party)"** means any third party that requires access to the Software or Cloud Services in connection with the conduct of Client's or its Affiliates' internal business, including, without limitation, Client's auditors, distributors, Clients, service providers and/or suppliers.

2.31 **"Third Party Software"** means (i) all software products and related documentation to which Client acquires rights of use under the Agreement, but which have been developed for or by companies other than NTT DATA or their Affiliates and are not NDBS Software; (ii) all new versions (including, without limitation, Releases, updates, patches, corrections) of such Third Party Software made available to Client in performance of the Agreement; and (iii) all full or partial copies thereof. For the avoidance of doubt, OSS is considered Third Party Software for the purpose of this Agreement.

2.32 **"Use"** means the execution of the process functions of the Software, loading, executing, accessing, using the Software or displaying data resulting from those functions. Use may occur through an interface provided with or as part of the Software, through a Client or Third Party interface, or through another intermediary system.

2.33 **"Usage Metric"** means the usage parameters for determining the agreed usage volume and calculating the relevant remuneration for a Cloud Service or Software under the Agreement.

3. Ownership and Intellectual Property Rights

All rights to the Software, regardless of whether it is offered on a permanent, temporary or service basis, in particular the copyright, trade secret and all other intellectual property rights with all powers to all programs, documentation, documents, program concepts (such as concepts, methods, best practices, ideas and know-how) and other protected information provided within the scope of delivery, Agreement initiation and execution including subsequent performance and/or Maintenance are and shall remain exclusively vested in and be the sole and exclusive property of NTT DATA and/or the respective Partners or NTT DATA´s licensors (e.g. Microsoft). NTT DATA and its Partners or NTT DATA´s licensors retain all rights to the Software and Proprietary Information not expressly granted to Client under this EULA or under Agreement. All rights going beyond the rights of Use described below, in particular the right to distribute the Software, including the right to subscribe, translate, edit, arrange and make the Software available to the public, shall remain exclusively with NTT DATA or the respective Partner or licensor. The Client is not granted any rights to or in relation to the source code of a Software. The Client shall only be granted the following non-exclusive rights to the Software.

4. Granting of use rights / license

Subject to payment of the fee agreed in the Agreement, NTT DATA grants the Client the right to Use the Software as specified in the Agreement. Depending on which model the Client chooses for the Software, the following conditions apply accordingly:

4.1 Extent of Use and Users

Without prejudice to the following conditions, the Client may only Use the Software or Cloud Services to the extent stipulated in the Agreement. The right of Use is limited to the Software or contracted Services (functions) to the extent regulated therein, even if the Client could technically access other software or service components. The Client must have the necessary license to for all persons (Client employees, Affiliates and Client Third Party Business Partners) who Use the Software or Cloud Services (directly and/or indirectly). The Client may permit authorized Users to Use the Software or Cloud Service to the contractually agreed extent, which may not exceed the licensed maximum number of Defined Users or the Usage Metric and must correspond to the details in the Agreement. Access data for the Cloud Service or a Defined User license may not be used more than once or by more than one person at the same time, except otherwise contractually agreed. However, they may be transfer from one person to another if the original user is no longer authorized to Use the Cloud Service or the Software (e.g. because of termination of the employment contract).
The Client shall be responsible for acts and omissions of its Authorized Users, Affiliates and Third Party Business Partners as for its own acts and omissions and shall oblige them to Use the provided Cloud Services, Software and/or Documentation or other materials in accordance with the Agreement.
It is not possible to return or exchange Usage Metrics and Defined Users if the actual usage turns out to be less than expected or if actual usage changes.

A license key may be required for Use of Software. Access data is required for the Use of Cloud Services:

a) Authorization of the Client to Use the Software or Cloud Services for the Benefit of Affiliated Companies Client is authorized to Use the Software and the Third Party Database and the Cloud Services for Productive Use for its Affiliates provided that (i) the Affiliate has previously signed and delivered to NTT DATA an Agreement to comply with this EULA , (ii) rights of Use have been acquired for all persons using the Software directly and/or indirectly for the Affiliate, (iii) the Software and the Third Party Database are not installed at the Affiliate's sites, unless agreed to in writing. Client shall provide NTT DATA with a list of its Affiliates that shall be included in the Agreement, in writing prior to the conclusion of the Agreement. This Affiliate list forms an integral part of the Agreement and it may only be modified in a written agreement between the parties.

b) Authorization of Third Party Business Partners to Access the Software -Client is authorized to allow Client's Third Party Business Partners to access the Software or Cloud Services to assist Client in conducting its internal business transactions, provided that (i) all Third Party Business Partner's persons accessing the Software or Cloud Services directly or indirectly shall be considered an authorized User, (ii) Third Party Business Partners access to the Software or Cloud Services is expressly limited to screen access only, (iii) Third Parties Business Partners will not have access to the source code of the Software, (iv) Third Party Business Partners will not Use the Software or Cloud Services to conduct their internal business transactions or to operate or manage their own business.

4.2 Prohibits of Use and obligations of Client

Client is prohibited from the following uses of the subscribed Software or Cloud Services: (a) copy, translate, disassemble, decompile, reverse engineer, or otherwise modify (except as required by law or permitted under the applicable terms of the EULA or Agreement) all or any portion of the Software or Cloud Services and/or the source code, Documentation, or other materials thereunder, or create derivative works thereof; provided, however, that Documentation may be copied for internal Use to the extent necessary; (b) Use any Software or Cloud Services in a manner that violates any applicable law, including but not limited to the transmission of information or data that is unlawful or infringes any third party proprietary rights; (c) Use the Software or Cloud Services to develop an application or interface functionality with, or provide access to, the functionality of the Software or Cloud Services or any database used with the Software or Cloud Services, except through the Use of permitted a Software Development Tool and in those cases where the Cloud Services is developed to Use as an interface (e.g. it.xEDIcloud or it.capture); (d) Use the Software or Cloud Services in excess of the usage rights granted, both quantitatively and qualitatively; and (e) interfere with or circumvent the operation or security of the Cloud Service; and (f) sublicense, license, sell, lease, or otherwise make the Software or Cloud Services available to any third party, except as expressly permitted under this EULA.

4.3 Intellectual Property Rights & Infringement of Intellectual Property Rights

The Software, including without limitation, any and all related source code, object code, materials, designs, techniques, methods, inventions, forms, formulas, and other works of authorship and any extracts or derivatives shall remain the sole and exclusive property of NTT DATA, Partners or NTT DATA licensors, as appropriate, owning and retaining all rights, title and interest in and to the foregoing under copyright, trade secret, trademark, patent and other intellectual property laws. Client shall in no event infringe the rights of NTT DATA, Partners or NTT DATA licensors in the Licensed Software or Cloud Services. Client is responsible for monitoring proper Use. If Client recognizes, suspects or becomes aware that a breach of Agreement or rights is imminent, or has occurred, NTT DATA must be informed immediately. NTT DATA, Partners or NTT DATA licensors and their vicarious agents shall be indemnified against all claims of third parties that are based

on an illegal Use of the Software or Cloud Services by the Client or that have been made with the Client's approval. In any case NTT DATA shall be entitled to assert the rights under section 13.

4.4 In the case of Cloud Services

NTT DATA shall be entitled to temporarily block Client's access (e.g. usernames and passwords or Virtual Private Network (VPN) or other connections) to the Cloud Service for the purpose of loss prevention if and to the extent there is a reasonable likelihood that the continued Use of the Cloud Service by Client, authorized Users or any third party in breach of this Agreement could adversely affect the Cloud Service, other Clients or the rights of third parties in a manner that requires immediate action for loss prevention. NTT DATA will promptly notify Client of any such suspension. As far as the circumstances permit Client will be notified in advance in writing or by email. NTT DATA shall limit the blocking in time and scope as is reasonable under the circumstances of the individual case.

4.5 Conditions for On-Premise (perpetual or subscribed) Software:

a) General - NTT DATA grants to the Client the non-exclusive right to Use the Licensed Software (whether delivered in source or object code), which is either perpetual or terminable in accordance with section 14 of this EULA. If the Client subscribes the Licensed Software for a certain period, the right of Use shall only apply for the agreed subscription period. This right shall also apply to the Documentation, as well as other Proprietary Information and the Third-Party Database (if licensed by NTT DATA) provided by NTT DATA to Client for Produc- tive and Non-Productive Use at the specified location(s) in the Agreement Territory. The Client accepts this granting of rights of Use and declares that Client has read and understood the conditions of Use before signing the order form or software and maintenance Agreement. Client is not permitted (i) to Use the Software, other Proprietary Information and the Third-Party Database other than for itself and its Affiliates without permission in Data Center Operations (see section 4.5 g)), (ii) to provide trainings to third parties except to the extent expressly provided for in this EULA or (iii) to Use the Software for the control of power plants or means of mass transportation. The Use right always refers only to the current version of the Software.

The Software may be Used via an interface supplied with or as part of the Software, via an interface of the Client, a third-party supplier or via another intermediary system. The interface chosen to access the functions and data of the Software is irrelevant for the determination of the price. The decisive factor is the Use of the Software by the Client.

The Client may transfer the Software and the Third-Party Database from one Designated Unit to another without additional remuneration. The Client shall notify NTT DATA in writing of such installation within five (5) business days following the date of the transfers. The Software and Third-Party Database shall be immediately and completely deleted from the Designated Unit no longer in Use and from any backup copies for that Designated Unit.

b) Resale of perpetual Licensed Software to third parties - In the case of Software licensed on a perpetual basis (not subscribed), the following shall apply:

Client's located in the European Economic Area ("EEA"), which include all countries in the European Union ("EU") plus Iceland, Liechtenstein and Norway may transfer the rights granted to it in respect of perpetual Licensed Software (including Software acquired through any subsequent licenses or through Maintenance) to a third party (the new user) only uniformly and with complete and final abandonment of its own Use and only if it has notified the new user of the transfer in writing without undue delay, stating its name and address, and has paid the fees for the Software and Maintenance in full to NTT DATA. Transfer of the Licensed Software is conditioned upon (i) Client providing the new user with the terms and conditions of Use and transfer of the Software, (ii) Client completely and permanently discontinuing and abandoning Use of the Software, and (iii) Client promptly deleting all copies of the Software in their entirety and from all backup copies and not retaining any copies of the Software or Proprietary Information. A temporary or partial transfer to third parties or a transfer to several third parties is not permitted. The restrictions of the preceding sentences shall also apply in the event of corporate transformations and legal successions. The Client may not pass on to third parties' Software which Client acquired in a manner other than according to the contract purchase. The above mentioned is only applicable within the scope of application of the European Regulation EU2009/24. For Third Party Database and other Third-Party Software, deviating provisions may apply as identified when Client requests a transfer. For the avoidance of doubt, this transfer right applies to the License Software only and not the Agreement.

For the avoidance of doubt subscribed Software and Cloud Service shall not be subject to any resale to third parties.

c) Archival copy, copy restrictions, origin notes to be reproduced - Client may make one (1) copy of the Software for archival purposes and such number of backup copies of the Software as is consistent with Client's usual, regular backup procedures. Client shall document the number and location of all originals and copies of the Software. The Client may copy or reproduce parts of the Documentation for internal purposes in machine-readable or printed form, but only to the extent necessary to exercise its rights under this EULA. Client shall affix notices of copyrights, trademarks, service marks or other proprietary rights of NTT DATA, Partners or NTT DATA licensors to all copies, in whole or in part, of the Software, Documentation, Third Party Database or Proprietary Information in the same form and location as such notices appear on the originals. Under no circumstances may Client remove such notices.

d) Modifications and Add-Ons - Any Modifications or Add-Ons developed for Client or made available as a product or Software by NTT DATA, or any other third party licensor or any of their Affiliates shall be governed exclusively by the terms of the applicable Agreement and shall not be subject to this Section 4.5 (d). The Client is not entitled to create, Use, or make available any Modifications or Add-Ons to the Licensed Software to any Third Parties, unless expressly permitted to do so by mandatory law or in accordance with this section. Modifications by Client may only be made in relation to the Licensed Software supplied to the Client by NTT DATA..

NTT DATA points out that even minor changes, extensions, Modifications of the Software, or other interventions by the Client may lead to unforeseeable and considerable disruptions in the operation of the Software and other programs or in the communication between the Software and other programs. Disruptions may also result from changes, extensions or Modifications not being compatible with later versions of the Software. For any and all Modifications or Add-Ons made by the Client or at the Client's request, the Client shall be responsible for any disruptions in the operation, security or performance of the Licensed Software and other programs, or in the communication of the Licensed Software and other programs (collectively, "Disruptions") caused by said Modifications or Add-Ons to the Licensed Soft- ware. NTT DATA shall not be obliged to remedy any malfunctions arising in connection with changes, extensions, Modifications, Add-Ons or other interventions made by or requested by the Client or otherwise be responsible for such malfunctions or Disruptions. In particular, NTT DATA shall be entitled to modify the Software at any time without ensuring that Modifications Used by Client are compatible with later versions of the Software.

The foregoing provisions of this section shall apply mutatis mutandis to the Use of the Software together with Add-Ons. NTT DATA is also not obligated to provide Maintenance services if and to the extent that NTT DATA's provision is impeded by Modifications or Add-Ons to the Licensed Software which are made or requested to be made by the Client.

Modifications and Add-Ons made by the Client may only be Used together with the Licensed Software and only in accordance with the right to Use the Licensed Software. These Modifications and Add-Ons may not (subject to the further restrictions regulated herein) be suitable or used for the following: (i) Circumvent the contractually agreed restrictions and/or enable Client to access Software for which it has not licensed or otherwise acquired any rights of Use; or (ii) make accessible or available any information about the Software itself. Client is aware that the Software is continuously developed and modified by NTT DATA, Partners, or NTT DATA licensors in accordance with their release and development strategy. NTT DATA, Partners and NTT DATA licensors shall be entitled at any time to develop, Use and distribute Modifications or developments whose functions are wholly or partially identical to Modifications or developments that may be developed by or for the Client; neither party shall be entitled to copy the Client's source codes. Client agrees not to assert any intellectual property rights in such Modifications or developments against NTT DATA, its Affiliates, Partners and/or NTT DATA licensors and their Affiliates or other partners.
If Client opts for certain preset solutions, Add-Ons or other best practice solutions, full functionality, or compatibility of the Licensed Software with pre-set solutions, Add-Ons or best practice solutions may not be guaranteed.

e) Decompiling - The Client may not disassemble, decompile, reverse engineer or Use any other method to obtain the source code of the Software. However, Client's located in the EEA shall have the right to decompile the Software to the extent necessary to achieve interoperability with another program, and if applicable complies with the limits of Article 6 ("Decompilation") of EU Directive 2009/24 of EU.
To this end, prior to any decompilation of the Licensed Software, Client shall request NTT DATA, Partners or NTT DATA licensors in writing, setting a reasonable deadline, to provide the information and documents necessary to establish interoperability. If applicable, the Client shall be entitled to decompile after the expiration of the time limit within the limits of Article 6 ("Decompilation") of EU Directive 2009/24/ or other the applicable local legislation. For Client's outside of the EEA, decompiling of the Software is not permitted unless mandated by local legislation and then only in accordance with the local legislation and this provisions.
Prior to the involvement of third parties, the Client shall provide NTT DATA, Partners or NTT DATA licensors with a written declaration by the third party that the latter undertakes directly vis-à-vis NTT DATA. Partners or NTT DATA licensors to comply with the provisions contained in section 3 and 4.

f) Rights to new versions of the On-Premise Software - If the Client receives from NTT DATA copies of new versions of a Licensed Software (e.g. within the scope of rectification or Maintenance), which replace a previously provided Software version, the right of Use granted to the Client shall exist exclusively regarding the most recently received version. The right of Use with respect to the previously provided version shall expire as soon as the Client implements the new version for Productive Use. However, the Client may Use the new version for test purposes alongside the old version in Productive Use for a period of three (3) consecutive calendar months commencing on the date that the new version is implemented.

g) Storage location and Use in Data Center Operations - All data processing devices (e.g. hard disks and processors) onto which the Software is copied in whole or in part, temporarily or permanently, are located on the premises or in the direct possession of the Client or one of its Affiliates. If the Client wishes to operate or has operated the Software for the processing of its internal business transactions on data processing equipment which is located on the premises and in the direct possession of a third-party company (outsourcing), Client shall be responsible for third-party company's compliance with the obligations in this EULA and Client shall indemnify and hold NTT DATA harmless for any breach by Client's third party companies. The Client shall not Use the Software, other Proprietary Information, and the Third Party Database in Data Center Operation without such an Agreement.

4.6 Prerequisites for Use, delivery of Software
In order to Use the On-Premise Software certain requirements must be met by the hardware used by the Client. The Client shall be responsible for sufficient server hardware and, if applicable, system software. NTT DATA can provide release-dependent minimum requirements upon request by the Client. NTT DATA reserves the right to adapt these requirements.
Delivery shall occur, at NTT DATA's option, by (i) NTT DATA making the Licensed Software available to Client for download; (ii) in the case of NDBS Software, by making it available to Client by means of access to the relevant system (Electronic Delivery); or (iii) by shipping the Licensed Software on DVD or other data carriers to the agreed delivery address (Physical Delivery). In the case of Physical Delivery, the time at which NTT DATA hands over the Licensed Software to the data carrier shall be decisive for compliance with delivery dates and the passing of risk. In the case of Electronic Delivery, the time at which the Licensed Software is made available for download, and this is communicated to Client (download letter) and delivery shall be deemed to have taken place upon notification to Client that the Licensed Software is available for download.

If the Client does not accept the Licensed Software on the agreed date, NTT DATA may – without prejudice to its statutory rights arising from default – withdraw from the Agreement and demand liquidated damages (due immediately in one sum in lieu of performance) in the amount of twenty-five percent (25%) of the total remuneration accruing up to the date on which the Client could have terminated the Agreement as well as compensation for services already rendered. The amount shall be set higher or lower if NTT DATA demonstrates to the Client that NTT DATA has incurred a higher or lower damage. NTT DATA is entitled to exercise other claims owing to late payments.

4.7 Conditions for Cloud Services

4.7.1 Use Rights
NTT DATA grants the Client a non-transferable worldwide right to Use the Cloud Service (including its implementation and configuration), the Cloud Materials and Documentation exclusively for the purpose of processing internal business transactions of the Client and its Affiliates in each case in accordance with the Agreement and conditions, in particular product-specific supplementary terms and conditions, the product description and other associated Documentation:
a) If the Cloud Service contains links to web services or mobile applications of other Partners or providers, NTT DATA shall only provide technical access to the contents of such integrated websites, for whose contents these third parties are exclusively responsible. Any additional terms and conditions in the link to web services or mobile applications are directly between the third party and the Client.

b) If NTT DATA procures Cloud Services from other providers, the specific terms and conditions of the respective third-party licensors shall apply.

c) Authorized Users can access certain Cloud Services via mobile applications (mobile apps) that are made available through third-party websites such as the Android or Apple App Store. The Use of the mobile apps in itself is subject to the terms and conditions agreed upon when downloading/accessing the mobile application and not to the provisions of the Agreement.

The Cloud Service may contain On-Premise Software components that can be downloaded and installed by the Client (including updates). If On-Premise Software components are delivered by NTT DATA, the conditions for On-Premise Software will apply.

4.7.2 Free of Charge Services

NTT DATA shall provide the Cloud Service and related support as stated in the Agreement. For any Cloud Services provided free of charge, NTT DATA shall not provide any support for such Cloud Service, shall not make any service level commitments or other performance commitments and may discontinue a free Cloud Service at any time. Further NTT DATA shall be free of any liability to the extent permitted by law.

4.7.3 Service Level Agreements

Unless otherwise provided in the Agreement or supplemental documents, NTT DATA will maintain an average monthly system availability for the Cloud Service Productive Use system as set forth in the related Service Level Agreement ("SLA"). To the extent that Productive Use system availability does not meet the SLA for an extended period, NTT DATA may, at its sole discretion, issue a credit to Client, provided that such failure has not insignificantly impacted Client's Use of the Services. To the extent NTT DATA fails to achieve a Productive Use system availability of at least ninety-five percent (95%) in any calendar month for four (4) consecutive calendar months or five (5) or more calendar months in any twelve (12) consecutive month period, Client shall have the right to terminate the affected Cloud Service upon thirty (30) days prior written notice to NTT DATA after the conditions occurred, with the burden of proof on Client. Termination shall be effective as of the end of the calendar month following the thirty (30) day notice.

4.7.4 Client Data

NTT DATA and its Affiliates may perform analyses using (partially) anonymized or aggregated Client Data and information resulting from Client's Use of the Cloud Service for the following purposes:

(a) Product improvement or development (including, without limitation, product features and functionality, performance, workflows and user interfaces);
(b) Services planning and improvement;
(c) Training and development of machine learning algorithms;
(d) Reviewing security and data integrity.

Unless otherwise agreed, personal data in the Client Data will only be Used to provide the Cloud Service.

4.7.5 Controls

NTT DATA shall implement and maintain appropriate technical and organizational measures to protect the personal data processed by NTT DATA as part of the Cloud Service, as set forth in the Data Processing Agreement of NTT DATA, which is referred to in the Agreement, in accordance with the applicable data protection regulations.

4.7.6 Access to Data

During the term of the Cloud Service, the Client has the option to access, retrieve and export the Client Data in a standard format at any time. Retrieval and export may be subject to technical limitations and requirements (such as described in the Documentation). In such case, NTT DATA and Client shall agree on a reasonable method for enabling the party making the request (ordering party) access to the ordering party data. Prior to the end of the Agreement, the Client may perform a final export of the Client Data from the Cloud Service in accordance with the agreed method with NTT DATA. After the end of the Agreement, NTT DATA shall delete or overwrite the Client Data remaining on the servers Used to host the Cloud Service, unless its retention is required by law. The retained data is subject to the Confidentiality obligations rules.

5. Overuse, system measurement (license audit), additional purchase

5.1 Client shall be responsible for monitoring proper Use and shall immediately notify NTT DATA in writing of any Use in excess of any Agreement, including but not limited to any exceeding of the Usage Metrics. In this case, Client shall be obligated to sign an extension agreement for the additional usage and pay the additional remuneration. The corresponding remuneration shall be due as of the day on which the overrun exists. A separate agreement is required for adding Usage that exceeds Usage Metrics or license scope (Additional Purchase). The Additional Purchase shall be based upon the price lists and metrics of NTT DATA, its licensors or Partners valid at the time of the Additional Purchase.

5.2 NTT DATA or a third party authorized by NTT DATA, in particular Partners or NTT DATA´s licensors, shall be entitled to verify the Use of the Licensed Software (in principle once a year) and in accordance with applicable standard procedures of the Software owner by measurements. Surveys shall take place regularly in the form of self-reports using surveying tools or similar procedures. Unless otherwise agreed, Client undertakes in particular to draw up the surveying protocol at the latest two (2) weeks after request by NTT DATA and/or a third party authorized by NTT DATA, in particular Partners or NTT DATA´s licensors. The result of the survey shall be trans- mitted to NTT DATA in unchanged form in writing and in file form (e.g. txt.; pdf). NTT DATA or a third party authorized by NTT DATA may also carry out remote surveys if (i) Client refuses the self-disclosure; (ii) the self-disclosure did not provide any meaningful results; or/and (iii) there are objective indications that Client may be violating the Use rights or the Agreement.

5.3 NTT DATA or a third party authorized by NTT DATA, in particular Partners or NTT DATA´s licensors, may exceptionally carry out on-site surveys if the remote survey was refused, did not provide meaningful results or if there are objective indications of an infringement of rights by the Client.

5.4 The Client shall cooperate in an appropriate manner with NTT DATA and/or the third party authorized by NTT DATA in the performance of such surveys, by granting insight into its systems to the required extent in the case of remote surveys and on-site surveys. NTT DATA shall give Client reasonable notice of on-site surveys. Client's confidentiality interests as well as the protection of its business operations against impairment shall be considered in an appropriate manner. The reasonable costs of the survey shall be borne by the Client if the results of the survey reveal Client Use not in accordance with the Agreement.

5.5 Unless otherwise agreed, if it becomes apparent during the measurement or in any other way that the Use of the Licensed Software by the Client exceeds the Agreements, a contract on additional purchase shall be concluded. Any special, previously agreed to purchase terms of the parties, including agreed discounts, shall not be applicable as Section 5.2, shall apply accordingly. NTT DATA reserves the right to claim damages and interest on arrears.

5.6 Purchases increase the contract price which may increase Software license or service fees in total. The Software license or service fees are based on the prices for the Software valid at the time of the additional purchase.

6. Country versions/language versions and restrictions on availability and use in multinational environments

6.1 Software or parts thereof may be subject to restrictions with regard to their availability. No rights of Use for valid country/language versions of the Software are acquired from the Client unless expressly agreed otherwise in the Agreement. Packages may be subject to certain restrictions on availability. Information on these restrictions, including, for example, availability in certain countries, supported languages, supported operating systems and databases, will be made available to the Client upon request.

6.2 Unless otherwise expressly agreed in the Agreement, in the case of NDBS Software, Client shall only acquire the usage rights for the country/language version specified in the Agreement. In countries where such Use is not permitted due to Export Law, the Use of the Software or Cloud Services is not allowed.

6.3 Software may only be Used in the country in which they were purchased unless otherwise agreed in the Agreement.

7. Condition of the Software and Services and obligations of Client

7.1 The product description in the Agreement and the Documentation are conclusively authoritative for the quality of the Software or the Cloud Services. NTT DATA does not owe and will not provide any further quality statements concerning the Software. In particular, the Client cannot derive obligations from public statements or in advertising for the Software. Any warranties shall be specified in this EULA and/or the Agreement.

7.2 The Client is responsible for understanding the essential functional features of the Software or the Cloud Services and their technical requirements (e.g. with regard to database, operating system, hardware and data carriers, internet connection). Client bears the risk that the Software or Cloud Services meeting their requirements and areas of Use. The Client may seek advice or inquire on Software licensors' websites at any time for information.

7.3 Client shall provide for the working infrastructure and IT environment of the Software or Cloud Services covered by the Agreement, if applicable, in accordance with the specifications of NTT DATA and the Software licensors. It is Client's responsibility to create the necessary IT requirements and to ensure the proper operation of the necessary IT infrastructure environment, if necessary, through contracts with third parties. The Client shall observe the specifications of the Documentation and notes made available. NTT DATA shall not be responsible for any loss of function if the Client provided infrastructure and IT environment requirements are not met or in the event of Internet connection failures.

7.4 Client shall cooperate in the performance of the Agreement free of charge to the extent reasonably required, e.g. by providing NTT DATA and authorized third parties with employees, work rooms, IT infrastructure systems, data and telecommunication facilities or by granting access to the Licensed Software (application) or to the IT infrastructure systems directly and by means of remote data transmission. The Client shall name in writing a contact person for NTT DATA and an address, (mobile) telephone number and e-mail address at which the contact person can be reached. Client's contact person must be in the position to be able to make the necessary decisions for the Client or to bring them about without delay. In case of a change of the contact person, Client shall inform NTT DATA immediately in writing.

7.5 The Client shall thoroughly test the Licensed Software to confirm it is free from defects before commencing its operational Use immediately after receipt of the Software or after receipt of access authorization to the Software, usually within ten (10) days after receipt or otherwise agreed time period. This shall also apply to Software which Client receives within the scope of subsequent performance and Maintenance. The Client shall notify NTT DATA of perceived defects immediately in writing to the respective NTT DATA contact person, with a detailed description of the problem.

7.6 The Client shall take reasonable precautions if Client believes the Licensed Software does not work properly in whole or in part (e.g. by means of data backup, fault diagnosis, regular review of results). In the absence of an express written notice in the individual case, all persons involved by NTT DATA in the performance of the services shall assume that the Client Data with which they may come into contact are secured.

7.7 The Client shall bear any disadvantages and additional costs arising to Client from Client's breach of its obligations. Any delay or nonperformance of any provision of this EULA (other than for the payment of amounts due hereunder) caused by circumstances beyond the reasonable control and which could not have been overcome by any other means, such as Force Majeure, by the performing party shall not constitute a breach of this EULA, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the circumstances preventing performance.

8. Remuneration, payment, taxes, reservation

8.1 Client shall pay NTT DATA the contractually agreed remuneration for (a) the Licensed Software and for the Maintenance of the Licensed Software or (b) the agreed Cloud Services. No discount shall be granted. Unless otherwise agreed, Software Maintenance fees and the annual remuneration shall be calculated as a percentage of the respective contract price of Software (Maintenance Base). The Maintenance Base does not depend on the actual Use of the Software.

8.2 All prices are subject to the applicable statutory value added tax or other country specific sales or use tax. If NTT DATA is imposed with an increased sales tax under the Agreement, Client shall reimburse NTT DATA for such amounts. In the case of On-Premise perpetual Software Agreements, the invoice shall be issued after delivery of the Licensed Software.

8.3 Software Maintenance, On-Premise subscribed Software and Cloud Services represent recurring fees which are invoiced in advance as specified in the Agreement. For any partial period, the billing shall be on a pro rata basis. The payment obligation begins with the start of the respective Agreement.

8.4 NTT DATA and the respective licensors reserve all rights to the delivered Software, in particular to the versions made available within the scope of the Maintenance Agreement, until full settlement of their claims under the Agreement. Client shall immediately notify NTT DATA in writing in the event of access by third parties to Software subject to retention of title and shall inform the third party of the rights of NTT DATA and the respective licensors.

8.5 Payments shall be made as specified in the invoice and shall be due and payable within ten (10) calendar days of the invoice date unless otherwise defined in the Agreement. Upon the due date, NTT DATA may charge default interest in the amount of the applicable statutory default interest rate.

8.6 NTT DATA may suspend Client's Use of the Cloud Service or Maintenance or subscribed On-Premise until payment is made.

8.7 The Client may only offset invoiced amounts if they are undisputed or if legally established claims exist and may only base a right of retention on undisputed or legally established claims. The Client may not assign its claims to third parties without NTT DATA's written consent or unless required by law.

NTT DATA may change the remuneration for Maintenance or Cloud Services in each case by sending written notice to Client in accordance within a notice period specified in the Agreement. Unless otherwise agreed, the new remuneration will be effective starting January 1st of the next calendar year in compliance with the terms herein. Unless otherwise agreed, NTT DATA shall change the remuneration according to the index mentioned under a) for Agreements subject to German law or under b) for all other Agreements governed by different law.

a) The index of the average gross monthly earnings of full-time employees in Germany for the economic sector of the provision of information technology services (currently published in quarterly figures by the Federal Statistical Office in Fachserie 16, Reihe 2.4, Gruppe J 62) shall be Used as the basis for determining the change framework. Should this index no longer be published, the index published by the Federal Statistical Office which most closely reflects the development of average gross monthly earnings in the aforementioned sector of the economy shall be decisive for the determination of the change framework. If this is the first compensation adjustment, the index development between the index level published at the time of the conclusion of the agreement and the index level last published at the time of the adjustment declaration shall be decisive for the change framework. If a remuneration adjustment has already taken place previously, the change framework shall be defined by the index development between the index level last published at the time of the preceding adjustment declaration and the index level last published at the time of the new adjustment declaration.

b) At its NTT DATA's discretion, up to three percentage (3 %) of the respective annual remuneration or as specified in the Agreement. If the Client does not terminate the respective Agreement at the end of the calendar year by providing the termination notice within the time period specified in the Agreement (special right of termination), the new remuneration shall be deemed to have been agreed.

NTT DATA shall notify Client in advance of the rate adjustment and, if mandated by law, notify Customer of its termination rights.

9. Warranties, Quality defects, Defects in title, other faults

9.1 <u>Exclusions</u>

The warranty shall not apply: (i) if the Software is not Used in accordance with the Documentation and/or the Agreement; or (ii) if the defect is caused by a Modification or Add-on (other than a Modification or Add-on made by NTT DATA, Partners or NTT DATA licensors, which is provided through NTT DATA support or under a services warranty) by Client or its third-party software provider; or (iii) for any unlicensed activities of the Client. NTT DATA does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Client's business requirements.

9.2 <u>Warranties on On-Premise Software with no Maintenance</u>

9.2.1 Applicability for all countries

NTT DATA warrants that the Software will substantially conform to the specifications contained in the Documentation for six (6) months following delivery. The Client has the remedies set forth in Section 9.4. This is Client's sole and exclusive warranty and remedy for the Licensed Software.

Express Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NTT DATA AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN) INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

9.3 <u>Clients Warranties on subscribed Software (On-Premise), and Cloud Services</u>

NTT DATA warrants that the subscribed Software (On-Premise) or the Cloud Service will meet the specifications stated in the Documentation during its term. NTT DATA shall remedy defects in accordance with Section 9.4. If NTT DATA has not remedied the defect even after expiration of a reasonable cure period, and if Client's Use of the subscribed Software (On-Premise) or Cloud Service is reduced significantly, the Client shall be entitled to the rights under Section 9.4. Warranty applies only to defects that exist at the time NTT DATA delivers the Software and Cloud Services.

9.4 Remedies

In the event of a proven material defect, NTT DATA will, at its sole option repair or replace the nonconforming Licensed Software or re-perform the deficient Cloud Service. The rectification of defects may also consist of NTT DATA offering the Client reasonable options to avoid the effects of the defect. The foregoing remedy can also be effected via telephone, written or electronic instructions provided to the Client which the Client is reasonably expected to be capable of implementing. If the subsequent remedy performance ultimately fails after an appropriate and agreed cure period minimum of thirty (30) days, the Client may terminate the Agreement with thirty (30) days prior written. The remuneration owed under a Maintenance, Cloud Service or subscribed Software subscription shall be the subject of any potential right of reduction if agreed to by the parties. The Client has the right to terminate the Agreement in the event of repeated failure by providing written notice to NTT DATA. The remedies of Section 9.4 must be performed in the cure period. The limits stipulated in Section 11 shall apply to claims for damages and reimbursement of expenditure incurred as a result of an uncured warranty defect.

9.5 Reporting

Client shall promptly notify NTT DATA in writing of any breach of duty, describing in detail the reason for such defect. If the Client reports a defect that is not demonstrable or not attributable to NTT DATA, or if the Licensed Software is not Used in compliance with the Documentation and Agreement, NTT DATA can claim the expenses for troubleshooting or rectification the reported defect from the Client. In particular, the additional expenses incurred by NTT DATA shall be compensated where NTT DATA incurs these expenses as a result of the Client (a) not satisfying its duties of cooperation properly, operating the Licensed Software improperly, (b) not using the support or other services recommended by NTT DATA, or (c) itself and/or a third party interfering with the Licensed Software.

9.6 Maintenance and Cloud Services

Should NTT DATA not provide Maintenance or Cloud Services in accordance with the Agreement terms, the Client must notify NTT DATA in writing of the non-conformance and provided NTT DATA a cure period of minimum thirty (30) days, within which NTT DATA shall be given the opportunity to perform the service properly or to otherwise remedy the situation. Section 16.3 shall apply for notices. Section 11 shall apply to claims for damages and reimbursement of expenses. Section 14 applies accordingly to material damages and defects of title or disrupted performance of Maintenance services. If the Agreement is terminated for any reason or expires, Maintenance services will automatically terminate at the same time and Customer will be reimbursed on a prorated basis for prepaid Maintenance fees.

10. Third Party claims

In the event of proven defects in title or in right and authority to provide the Licensed Software, NTT DATA shall remedy the matter by obtaining the right for Client to Use the Licensed Software or to replace or modify with an equivalent Software. The Client must adopt a new Software version if need to preserve the scope of functions under the Agreement remains and provided that such adoption is not unreasonable.

If a third party asserts claims challenging Client's authorization to Use, the Client shall inform NTT DATA completely and immediately in writing. Client shall not acknowledge any claim prior to a written confirmation by NTT DATA. If the Client discontinues the Use of the Licensed Software due to mitigation measures or for other valid reasons, Client shall notify the third party that such discontinuation does not constitute acknowledgement of the claimed infringement. Client entitles NTT DATA, as far as permitted and in its sole discretion, to settle the dispute with the third party alone, both in and outside of the courts, or else only to conduct the discussion in agreement with NTT DATA. The Client shall provide NTT DATA with the required and reasonable support as well as the necessary information during the dispute with the third party. NTT DATA shall indemnify and hold the Client harmless from costs and damages, which are resulting from the defense against such claim if the Client has complied with the conditions stated herein and if the claim is not based on or contributed to the behavior of the Client. The conditions of Section 11 shall apply accordingly.

11. Liability

11.1 In any case of contractual or non-contractual liability, only the following shall apply:

11.2 Each party is fully liable for willful misconduct and fraudulent intent, body damages, unauthorized use or disclosure of Proprietary Information or granted license, either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data, according to relevant mandatory laws, or any failure by Client to pay any fees due under the Agreement.

11.3 In cases of gross negligence, as defined by governing law, and failure to meet warranty standards, NTT DATA shall only be liable in the amount of provable, direct damages that should have been prevented by the breached obligation or guarantee unless such limitation is prohibited by law.

11.4 In all other cases, NTT DATA shall only be liable for breaches of material obligations (also referred to as cardinal obligations) and to the extent stated in the liability limits indicated in the following subparagraph. Cardinal obligations are those obligations that must be fulfilled for the proper execution of the Agreement in the first place, or breach of which jeopardizes achievement of the contractual purpose and compliance with which the Client may regularly rely upon. In such case, liability is limited to provable, direct and typical damages. Moreover, total liability in such cases is limited to the fees paid under this Agreement within the past twelve (12) months for all damages. In the case of default due to impossibility by NTT DATA, total liability is limited to a maximum of the twenty percent (20 %) of the fees paid under the Agreement within the past twelve (12) months.

11.5 The option of a plea of contributory negligence remains open. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 11, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, INDICENTIAL OR PUNITIVE DAMAGES HOWEVER ARISING OUT OR RELATING TO THE AGREEMNT OR THE EULA.

11.6 In the event of a loss of data, NTT DATA shall be liable only for the expenses that would have been necessary for the recovery of the data at reasonable expense given the regular and proper backup of the data by the Client, however not exceeding the maximum limits specified in Section 11.3. The limitation shall not apply if and provided that NTT DATA is responsible for data backup within the context of the Cloud Services to be rendered by it.

11.7 A limitation period of up to one (1) year (for Contract in the US, two (2) years) shall apply to all claims for damages or reimbursement of expenses against NTT DATA arising from the Agreement. The limitation period shall commence at the end of the calendar year in which the claim arose, or the Client should have become aware of it. The provisions in this section shall not apply to liability in cases of willful misconduct, fraudulent intent or gross negligence or in cases of bodily injury or under mandatory law.

12. Confidentiality and Data Protection

12.1 In accordance with the statutory provisions, in particular trade secret laws, the parties undertake to treat all Proprietary Information of the other party obtained prior to and in the course of the performance of the contract as confidential for an unlimited period of time in the same way as they protect their own comparable Proprietary Information, but at least with reasonable care. Disclosure by the receiving party to third parties shall only be permitted to the extent necessary for the exercise of the receiving party's rights or for the performance of the Agreement and such persons are subject to substantially similar obligations of confidentiality as set forth herein. Reproductions of Proprietary Information of the other party shall contain, to the extent technically possible, all notices and legends as to its confidential or secret nature contained in the original.

12.2 NTT DATA and its Affiliates use the data of the Client and/or the contact person (name, business address and email address) to send the Client product information, service offers, event information, news of interest to the Client, and other information about NTT DATA`s goods and Services. In order to address advertisements to the Client, NTT DATA may share names and addresses with processors (e.g. shipping service providers, media agencies) that process this data for the purpose of compiling advertising material and sending them to the Client. The processing of the aforementioned data is required for the legitimate interests of NTT DATA and is justified by weighing interests in favor of NTT DATA. When choosing the channels of communication for advertising (by mail and, for self-promotion to existing Clients, via email), NTT DATA shall take all due care to ensure that such communication represents the lowest possible level of disturbance to the Client. The Client or the person addressed in the advertising material may object to receiving such advertising at any time.

12.3 NTT DATA shall observe the rules of data protection law. Insofar as NTT DATA receives access to the Client's hardware and software (e.g. for remote maintenance), this does not require any processing or Use of personal data by NTT DATA for business purposes. NTT DATA shall handle any personal data in accordance with currently applicable data protection regulations and other applicable protection regulations. The final provisions of the contractual parties' data protection obligations in the context of potential order processing (in particular as part of Maintenance services) result from an order processing agreement to be entered into between the parties.

12.4 Client is responsible for the content of Client Data and its collection in the Cloud Service or Maintenance. Subject to this Section, Client grants NTT DATA (and its Affiliates and subcontractors) the non-exclusive right to Use Client Data solely and to the extent necessary (i) for the purpose of providing the Cloud Service or Maintenance (including, without limitation, making backup copies and performing penetration testing) and related support, and (ii) to verify Client's compliance with the terms of the Agreement.

13. Export control and end-user restrictions

The Software is subject to the export control laws of various countries, in particular the laws of the United States of America and the Federal Republic of Germany. Client agrees not to transfer the Software subject to this Agreement to any governmental authority for review of a possible grant of rights of Use or for other regulatory approval without the prior written consent of NTT DATA, Partners or NTT DATA´s licensors, and not to export it to any country or to any person or entity subject to export prohibitions under the applicable export laws. Furthermore, the Client shall be responsible for compliance with all applicable legal provisions of the country in which the Client's head office is located and of other countries regarding the Use of the contractual Software by the Client and its Affiliated Companies. The Client is prohibited from using the Software or having it Used in countries or having it Used by persons or associations of persons for which restrictions (e.g. embargoes or sanctions) exist under the export control laws of various countries, in particular the laws of the United States of America and the Federal Republic of Germany.

Software may not be Used, exported, or transferred to countries/regions or cannot be made available to entities or individuals which are prohibited under applicable sanctions laws, including those listed on any applicable sanctioned party lists (e.g., European Union Sanctions List, U.S. Specially Designated National (SDN) lists, U.S. Denied Persons List, BIS Entity List, United Nations Security Council Sanctions). An overview of those countries/region can be found on the NTT DATA Business Solutions Compliance Website.

14. Duration and termination of the Software transfer

14.1 Software Use rights to On-Premise Software, unless subscribed to, are perpetual meaning that the Client is entitled to Use the Software for an unlimited period if the authorization is not revoked or terminated for good cause or Client's breach of the Agreement. Good cause shall only exist if it is unreasonable for NTT DATA to maintain the Agreement in view of the circumstances after weighing the interests of the parties. For example, good cause shall be deemed to exist if software privacy can be traced back to the Client in which the persons acting have committed a criminal offence.

14.2 In the case of subscribed On-Premise Software, Cloud Services or Maintenance, if not otherwise specified, the following applies:

14.3 The arrangement will be effective upon signing of the Agreement and ends with the expiration of the Agreement initial term, renewal term or contract period.

14.4 Unless otherwise stated in the Agreement, the initial term or contract period shall be the end of the third full calendar year following the effective date of the Agreement (minimum term). If the Agreement begins on January 1 of a calendar year, the minimum period for the Agreement shall be until December 31 of the third calendar year. If no termination notice is given by the time frame specified in 14.6 the Agreement shall be extended automatically by a further calendar year (extension or renewal term).

14.5 An acquisition of additional On-Premise subscribed Software or Cloud Services automatically extends the term of the Maintenance or Cloud Services Agreement by a further full calendar year. This does not apply if (i) the purchase takes place before the last calendar year of the initial term or if (ii) the Client has terminated the relevant Agreement and the purchase takes place after confirmation of the termination but before termination of the Agreement.

14.6 Unless otherwise agreed, after the initial terms, all Agreements may be terminated in writing with four (4) months prior notice before the end of a calendar year. Separate termination rights and termination for cause shall remain unaffected. Section 16.3 remains unaffected.

14.7 If the Client is in default with the payment of fees for the Licensed Software, Maintenance or Cloud Services or of a not insignificant part of the prices for two (2) consecutive months, or in a period extending over more than two (2) months with Client's non payment of the fees in an amount that reaches the basic price for one quarter, NTT DATA may terminate the Agreement extraordinarily without notice. NTT DATA reserves the right to terminate for good cause, especially in the case of multiple instances or gross neglect of essential contractual obligations (e.g. Sections 3, 4, 7, 11, 13, 16). In this case, NTT DATA reserves the claim to remuneration that has accrued prior to termination and can demand an immediate claim to flat-rate compensation in the amount of sixty percentage 60% of the remuneration accrued to the point at which the Client could have ordinarily terminated the Agreement for the first time. NTT DATA is entitled to exercise other claims owing to late payments.

14.8 In all cases of termination of Client's right of Use, the Client is obliged to immediately cease using the Licensed Software and the Proprietary Information. No later than one month after the end of the right of Use, Client shall immediately, irrevocably and permanently discontinue the Use of the Software and destroy all copies of the Licensed Software in any form in an unrecoverable manner or - at the request of NTT DATA or the licensors - hand over all copies of the Licensed Software to NTT DATA and the licensors. A right of retention shall be excluded. This shall also apply to any copies of the Software, the codes and any backup copies that may have been made, unless their retention for a longer period is strictly required by law; in this case the return or destruction shall take place with the end of this period. Any Use of the Software by the Client, its Affiliates or Third Party Business Partners is strictly prohibited from this point in time. Client shall assure NTT DATA and licensor in writing that it and all of its Affiliates and Third party Business Partners have complied with the obligations set forth herein.

15. Modifications to the EULA, Business and Service Descriptions and Pricing

NTT DATA shall be entitled to adapt the EULA, prices and product descriptions, including the scope of Maintenance or Cloud Services, to technical, economic and legal progress or for ongoing compliance with applicable mandatory laws. NTT DATA shall notify the Client by e-mail or by other suitable means about any intended changes to the EULA, the specifications of Maintenance or Cloud Services and/or the prices at least two (2) months before the change takes effect. In this case, the Client is entitled to termination for convenience at the date the changes take effect by providing written notice to NTT DATA. If the Client does not give written notice of termination within two (2) weeks after receipt of the notice of change, the changes shall become part of the Agreement at the date the announced modification comes into effect and the Agreement shall be continued with the changed conditions. NTT DATA shall point this out, in its notice.

NTT DATA is entitled to adapt the scope of services of Maintenance or Cloud Services to the development of Software and technical advances. If a change in services could negatively affect the legitimate interests of the Client, NTT DATA shall inform the Client of this change in services in writing or electronically no later than three (3) months before its entry into force and, in this notification, shall refer to its subsequent right of termination and the consequences of not exercising the right to termination. In this case, the Client is entitled to terminate the Maintenance or Cloud Services agreement early within two (2) months following the date on which the amendment entered into force (extraordinary right of termination). Should the Client not assert its right to terminate, the Maintenance or Cloud Services shall continue with the amended scope of services.

16. General Provisions

16.1 It is the intent of the parties that in case any one or more of the provisions contained in this EULA shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this EULA, and this EULA shall be construed as if such invalid or unenforceable provision had never been contained herein.

16.2 If either party should waive any breach of any provision of this EULA, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

16.3 Amendments and supplements to the EULA and Agreement as well as all notices or reports which are required or may be given pursuant to this EULA and Agreement, in particular notices of termination, reminders or setting of deadlines, must be made in writing to the address specified in the order form or Software and Maintenance Agreement. This shall also apply to the waiver of the written form requirement. The written form requirement can be met by facsimile transmission, exchange of letters or other written form, including email (except for notices of termination or notice of a material breach). Notices of termination or material breach must be delivered by postal delivery to the respective executive offices of the parties.

Deadlines set by the Client as provided for by law or contract must, except in urgent cases, be at least thirty (30) working days. If the matter is not resolved by the deadline, Client may terminate the Agreement (e.g. by withdrawal, termination or damages instead of performance) or, to reduce the remuneration, the Client must notify NTT DATA in writing of the consequences of missing the deadline along with the date of the deadline.

16.4 Offers made by NTT DATA shall be subject to change without notice unless it has agreed in writing to be bound for a specific period of time. The executed order form or order confirmation of NTT DATA shall constitute acceptance.

16.5 The parties agree that all disputes between them shall be promptly submitted for informal resolution to their respective executives with power to bind their respective company. The foregoing process shall not require a party to delay obtaining any injunctive relief or

equitable remedies based on a claim arising from the other party's breach of intellectual property, or confidentiality obligations hereunder. The whole Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed exclusively by and construed by the laws of the country in which the contracting NTT DATA entity, has its registered office (local NTT DATA office), without reference to its conflict's laws. In the event of any conflict between foreign laws, rules and regulations the laws, rules and regulations of the local NTT DATA office, shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as amended, do not apply. All disputes will be subject to the exclusive jurisdiction of the courts located in the city of the registered office of the local NTT DATA office.

16.6 All contractual and non-contractual claims shall be governed exclusively by the law of the country in which the contracting NTT DATA entity has its registered local office (local NTT DATA office), without application of the UN Convention on Contracts for the International Sale of Goods (if applicable). The conflict of laws shall not apply. The exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement shall be the registered local office of NTT DATA (local NTT DATA office).

16.7 The Client may transfer this EULA and the Agreement (e.g. in the case of leasing) in its entirety to a third party only with the prior written consent of NTT DATA.

16.8 Other services that are not covered by the express descriptions of the On–Premise perpetual or subscribed Software license, Cloud Service or Maintenance Agreements must be agreed separately and are not the subject of this EULA or the Agreement.

16.9 This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter.

17. Additional Software Maintenance services provisions

17.1 The Client shall receive the rights of Use in accordance with Section 4 for new versions/releases that are delivered as part of Maintenance.

17.2 Maintenance for NDBS Software always refers to the Client's overall inventory of maintenance-related NDBS Software or the Client's respective NDBS Software. The Client must always keep all installations of NDBS Software for which Maintenance is offered (including by potential later acquisitions or NDBS Software acquired as part of Maintenance) completely maintained by NTT DATA in order to claim Maintenance Services. The Client may terminate the Maintenance agreement for NDBS Software as a whole or only for individual NDBS Software products (e.g. it.x-press). If the Client cancels the Maintenance services for a single NDBS Software product, the remaining Maintenance services for any other NDBS Software products shall remain unaffected.

In cases in which Software Maintenance is not in effect from delivery of the Software but rather is only agreed later, to keep the Software updated, the Client shall pay the Maintenance fees retroactively that it would have paid for the Maintenance services as of delivery. The retroactive payment is due and payable immediately and in its entirety. This shall equally apply in the case of a termination and subsequent reactivation of Maintenance.