

SOFTWARE LICENSE TERMS AND CONDITIONS

DATE: 1 november 2025

1. Preamble and Recitals

1.1. This Software License ("Contract") is made between adesso, hereinafter Supplier/Licensor, and the "Client/Licensee".

1.2. The provisions of this Contract shall apply to all Orders issued by Client for Licensed Software, Maintenance and Support Services in relation to the Licensed Software.

2. Scope of the Contract

2.1. The scope of this Contract is:

a) the granting by the Supplier in favour of the Client of a non-exclusive, non-transferable, worldwide right, limited to term, to authorize users solely within Client and Client Affiliates' organization to access the Application described in Schedule 1 (the "Application") during the term of a Services Order for the Application, but only for Client own internal business purposes and subject to the terms and conditions set out in this Contract;

3. Granting of the right to use Supplier's products

3.1. The granting of the right to use the Application referred to in Article 2.1. is governed by provisions set out in Article 4.

4. License of the Application

4.1. License.

4.1.1. The Application is licensed and not sold. This Contract is for a license of intellectual property, as opposed to a sale of goods (even though some tangible items may be provided).

4.1.2. Subject to the terms and conditions of this Contract and in consideration of the payment of the License Fee (defined in clause 4.8), Licensor hereby grants Licensee a non-exclusive, non-transferable, limited license, without right to sublicense, to install (if applicable), access and use the Application for the license/subscription term specified in Licensee's Service Order, solely for Licensee's internal business purposes for use by Licensee's employees and contractors providing services exclusively on behalf of Licensee ("Users") and no other purpose.

4.2. Delivery.

4.2.1 For the purpose of this Contract, all references to deliveries shall mean delivery via electronic transmission.

4.3. Duration

4.3.1. The Services are provided under subscription plans of various durations. The relevant subscription plan to each license is specified in Licensee's Service Order.

4.3.2. Any subscription will be automatically renewed at the end of each subscription period unless a party informs the other party that he does not wish to renew the subscription at least seven days prior to the renewal date.

4.4. Restrictions.

4.4.1. The Application is protected by copyright laws and international treaties relating to intellectual property.

4.4.2. Unauthorized reproduction, distribution or use of the Application or any portion of it, may result in civil and criminal penalties and will be prosecuted to the maximum extent possible under the law.

4.4.3 Except where specific acknowledgement is granted in writing, all copyright and other intellectual property rights in the Application and any developments, modifications or adaptations to or of it (whether or not permitted and without prejudice to the Licensor's other rights) are and remain the absolute property of Licensor.

4.4.4. Any third-party software incorporated in the Application is licensed only for use in conjunction with Licensor's proprietary software and Licensee has no further rights, title or interest unless otherwise provided in this Contract.

4.4.5. Licensee shall not

(a) distribute copies of the Application to others, including but not limited to, consultants, affiliates, independent contractors, Users or any other third party;

(b) sell, loan, rent, lease, lend, transfer, assign or otherwise dispose to anyone else the Application; or

(c) modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Application.

4.4.6. Licensee shall use the Application only for lawful purposes and in compliance with all applicable laws, including privacy and data collection and protection laws.

4.4.7. Licensee may be held legally responsible for any copyright infringement that is caused or incurred by Licensee's failure to abide by the terms of this Contract, and or its failure to adopt reasonable safeguards to protect the loss or unintended disclosure of confidential information.

4.4.8. Except as expressly provided in this Contract or by local law, Licensee may not otherwise make copies of the Application, including any written materials accompanying the Application (the "Documentation"). Licensee may copy such Documentation for its internal use only.

4.4.9. If Licensee transfers possession of any copy of the Application, Documentation or related material to another party in violation of this Contract, the license is automatically terminated.

4.5. Ownership of Application.

4.5.1. All title and intellectual property rights in and to the Application (including but not limited to any images, photographs, animations, video, audio, music, text and “applets”, incorporated into the Application), the Documentation and any copies of the Application or Documentation are owned by Licensor.

4.5.2. Licensee agrees that no title to the Application or Documentation is transferred to it, and that all rights not expressly granted to Licensee hereunder are reserved by Licensor.

4.6. Support and Maintenance.

4.6.1. The Licensor will provide support and maintenance services for the Application in accordance with Article 2, during the term of the license (“Support and Maintenance”).

4.6.2. Support and Maintenance shall be deemed to include access to New Releases, if and when available and applicable. For the purpose of this clause, “New Releases” are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Application that Licensor makes generally commercially available.

4.6.3. Licensee may use any New Releases that Licensor provides during a valid support term in the same way that the Licensee uses the Application.

4.8. Modification of Terms of Service

4.8.1. Licensor may modify the terms of the Support and Maintenance upon notice to Licensee at any time through a service announcement or by sending email to Licensee primary email address.

4.8.2. If Licensor makes significant changes to the Support and Maintenance that affect Licensee rights, Licensee will be provided with at least 30 days advance notice of the changes by email to Licensee’s primary email address. In such a case, Licensee may terminate his use of the Application by providing Licensor notice by email within 30 days of being notified of the availability of the modified terms of Support and Maintenance if the Terms are modified in a manner that substantially affects Licensee rights in connection with use of the Application.

4.8.3. In the event of such termination, Licensee will be entitled to a pro-rata refund of the unused portion of any prepaid fees.

4.8.4. Licensee’s continued use of the Application after the effective date of any change to the terms of the Support and Maintenance will be deemed to be Licensee’s agreement to the modified terms.

4.9. Use Audit.

4.9.1. Licensors may, upon fifteen (15) days' advance notice and at its expense, conduct an audit, during Licensee's normal business hours, of Licensee's use of the Application and Documentation to verify compliance with this Contract. Licensee shall provide Licensors or an authorized representative with access to records, hardware and employees in order to perform the audit.

4.10. Assignment/Sublicense.

4.10.1 Neither this Contract nor any rights or obligations under this Contract, in whole or in part, shall be sublicensed, assigned or otherwise transferred by Licensee and any attempt to do so will be null and void.

4.11. Termination.

4.11.1. Licensee may terminate this license at any time by uninstalling or no longer accessing the Application and returning or destroying all Documentation and any related material together with all copies, modifications and merged portions in any form.

4.11.2. Licensee will not be entitled to any refund of License Fees upon any termination of this Contract or suspension of access to the Application.

4.11.3. Licensors may suspend access to the Application or terminate this Contract and Licensee's license to the Application in the event Licensee breaches any term of this Contract, and such breach remains unremedied for a period of ten (10) days following written notice of such breach to Licensee.

4.11.4. Licensee agrees upon such termination to uninstall or stop accessing the Application and to destroy the Documentation together with all copies, modifications and merged portions in any form, and to provide Licensors with written certification of destruction and non-use.

4.11.5. Clauses 4.4, 4.12, shall survive the expiration or termination of this Contract and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract.

4.12. Limitation of Liability

4.12.1. EXCEPT AS OTHERWISE PROVIDED IN THIS DOCUMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM THE LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF PRODUCTION OR USE, REGARDLESS WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.12.2. NOTHING IN THIS CONTRACT WILL LIMIT LICENSOR'S LIABILITY ARISING OUT OF OR RELATED TO:

A) EITHER PARTY'S OBLIGATIONS OF CONFIDENTIALITY AND PUBLICITY,

B) DEATH OR BODILY INJURY,

C) LICENSEE'S OBLIGATIONS OF USE OF APPLICATION, AND

D) EITHER PARTY'S INTELLECTUAL PROPERTY OBLIGATIONS OF INDEMNITY.

4.12.3. EXCEPT AS OTHERWISE PROVIDED IN THIS DOCUMENT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE ANNUAL LIABILITY FOR CLAIMS ARISING OUT OF OR RELATED TO THIS CONTRACT IN EACH CONTRACT YEAR, REGARDLESS OF THE FORM OF SUCH CLAIM, EXCEED THE FEES PAID AND PAYABLE TO SUPPLIER BY BUYER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT.

4.12.4. LICENSOR'S AGGREGATE AND TOTAL LIABILITY FOR DIRECT DAMAGES FOR ANY ALLEGED SECURITY INCIDENT OR OTHER LOSS OF CLIENT DATA OR PERSONAL INFORMATION, FOR THE CUSTOMER AND ALL ITS AFFILIATES SHALL NOT EXCEED THE FEES PAID AND PAYABLE TO LICENSOR BY LICENSEE UNDER THE SERVICES ORDERS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE COMMENCEMENT OF THE SUBJECT OF THE DISPUTE.

In no event will Licensor be responsible for any Security Incident if such Security Incident arises from or is related to: (a) Licensee's negligence; or (c) Licensee's failure to utilize the security features.

4.12.5. THE TERMS OF THIS LIMITATION OF LIABILITY SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

4.12.6. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND DOCUMENTATION ARE DELIVERED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY EITHER LICENSOR OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, DISTRIBUTION OR DELIVERY OF THE APPLICATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RELIABILITY, ACCURACY, COMPLETENESS, SECURITY, OR SUITABILITY OF ANY OF THE MATERIAL CONTAINED WITHIN THE APPLICATION OR DOCUMENTATION. LICENSOR MAKES NO WARRANTY THAT THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION, OR WILL MEET YOUR REQUIREMENTS. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

5. FORCE MAJEURE

5.1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

a) acts of God, flood, drought, earthquake or other natural disaster;

b) epidemic or pandemic;

c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident;
- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- h) [non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- i) interruption or failure of utility service.

5.2. Provided it has complied with clause 5.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

5.3. The Affected Party shall:

- a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

5.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 8 weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving 4 weeks' written notice to the Affected Party.

5.5. If the Force Majeure Event prevails for a continuous period of more than 4 months, either party may terminate this Contract by giving 15 days' written notice to the other party. On the expiry of this notice period, this Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Contract occurring prior to such termination.

6. ASSIGNMENT AND OTHER DEALINGS

6.1. This Contract is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.

6.2. The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Contract, provided that the Supplier gives prior written notice of such dealing to the Client.

7. CONFIDENTIALITY

7.1. Each party undertakes that it shall not at any time during this Contract, and for a period of five years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 7.2.

7.2. Each party may disclose the other party's confidential information:

a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7; and

b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

8. RIGHTS AND REMEDIES

8.1. THE RIGHTS AND REMEDIES PROVIDED UNDER THIS CONTRACT ARE IN ADDITION TO, AND NOT EXCLUSIVE OF, ANY RIGHTS OR REMEDIES PROVIDED BY LAW.

9. GOVERNING LAW

9.1. THIS CONTRACT AND ANY DISPUTE OR CLAIM (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) ARISING OUT OF OR IN CONNECTION WITH IT OR ITS SUBJECT MATTER OR FORMATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE NETHERLANDS.

10. JURISDICTION

10.1. EACH PARTY IRREVOCABLY AGREES THAT THE COURTS OF THE NETHERLANDS SHALL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE OR CLAIM (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR ITS SUBJECT MATTER OR FORMATION.