

General Terms and Conditions
for
NEXIS 4 - Software as a Service Solution
(the "**NEXIS 4 Platform GTC**")

Please note: This English version of the NEXIS 4 Platform GTC is a convenience translation only. In case of conflicts between the German and the English version, the German version shall prevail.

1. General Information

- 1.1 These NEXIS 4 Platform GTC of NEXIS GmbH, Rudolf-Vogt-Str. 6, 93053 Regensburg (hereinafter referred to as "**Nexis**") apply to all contracts and customers regarding the use of the SaaS platform NEXIS 4 for identity management, authorisation analysis, role administration and compliance (the "**Nexis Platform**") and related services.
- 1.2 These NEXIS 4 Platform GTC apply exclusively to contracts that Nexis concludes with companies, entrepreneurs, merchants, legal entities under public law or special funds under public law. Nexis expressly does not offer its services to consumers within the meaning of Section 13 of the German Civil Code (BGB).
- 1.3 The customer's general terms and conditions shall not become part of the contractual relationship unless Nexis expressly agrees to their inclusion. This requirement of consent shall also apply if Nexis performs the services without reservation in full knowledge of the customer's general terms and conditions.
- 1.4 Nexis shall be entitled to amend the NEXIS 4 Platform GTC during the course of the contractual relationship. Such an amendment shall be made by sending updated NEXIS 4 Platform GTC to the customer in text form together with an accompanying letter that expressly refers to the future NEXIS 4 Platform GTC, the date of their validity and the customer's right of objection. The NEXIS 4 Platform GTC amended by Nexis shall become effective upon expiry of a period of 21 calendar days, starting from receipt of the amended NEXIS 4 Platform GTC and accompanying letter by the customer, and shall replace the current NEXIS 4 Platform GTC in their entirety. The customer shall have the right to object to the inclusion and validity of new NEXIS 4 Platform GTC adapted by Nexis within a period of 14 calendar days, starting from receipt of the adapted NEXIS 4 Platform GTC and the corresponding accompanying letter by the customer. If the customer objects to the inclusion of the amended NEXIS 4 Platform GTC in due time, they shall not become part of the contract. If Nexis does not receive an objection from the customer within the objection period and the customer continues to use the services provided by Nexis, the customer shall be deemed to have consented to the inclusion of the NEXIS 4 Platform GTC as amended by Nexis.

2. Conclusion of Contract

- 2.1 Prior to the conclusion of the contract, Nexis shall send the customer a time-limited, binding offer together with the associated service certificate (together, the "**Offer**").
- 2.2 Provisions individually agreed in the Offer shall take precedence over the provisions in the NEXIS 4 Platform GTC. In the event of a conflict between the provisions in the

GTC and the Service Level Agreement ("**SLA**"), the provisions of the SLA shall take precedence.

- 2.3 The contract between Nexis and the customer for the services described in the Offer shall be concluded upon acceptance of the Offer by the customer. Acceptance can be made either in writing or electronically (if technically available by electronic signature or e-mail).

3. **Subject of Performance**

In accordance with these NEXIS 4 Platform GTC, Nexis offers the customer the following services, whereby additional details regarding the scope of services and functions can be found in the respective Offer:

- 3.1 Access and use of the Nexis Platform. With regard to the use of the Nexis Platform, the conditions in section 4 shall apply in particular. In addition, Nexis provides general support services ("**Standard Support Services**") as part of the provision of the Nexis Platform, which are described in section 5.
- 3.2 At the customer's request and in accordance with a separate order, Nexis shall also provide extended support services in connection with the use of the Nexis Platform ("**Premium Support Services**", the Standard Support Services and the Premium Support Services together the "**Support Services**"). With regard to the provision of Premium Support Services, in particular the conditions described in section 5 shall apply.
- 3.3 In addition, Nexis shall provide other services in connection with the Nexis Platform at the customer's request and in accordance with a separate order, such as the initial setup of the Nexis Platform at the customer's premises; consulting services or customisation of the functionality of the Nexis Platform to the customer's needs (the "**Professional Services**"). With regard to the provision of Professional Services, in particular the conditions in section 6 shall apply.

4. **Special Conditions for the Use of the Nexis Platform**

4.1 **General**

- 4.1.1 Access to the Nexis Platform and all information contained therein, with the exception of customer data, is the intellectual property of or licensed to Nexis. The scope of the granting of rights to the Nexis Platform to the customer is set out in section 4.2.
- 4.1.2 The subject matter of the contract is expressly not the source code of the software on which the Nexis Platform is based and the provision of the source code for use by the customer.
- 4.1.3 Nexis is authorised to change and/or adapt the Nexis Platform within the scope of maintenance, support and regular further development by means of patches, updates, upgrades and new releases, if and to the extent that this is necessary for technical reasons or due to changes in the legal framework or to close security gaps and/or to improve the software functionally and/or technically. Such changes and adaptations shall in any case only be permitted if they are reasonable for the customer, taking into account his interests. The right of use regulated in section 4.2 shall apply accordingly to such further developments of the Nexis Platform.

- 4.1.4 The customer is not entitled to an adaptation of the Nexis Platform due to changes in legal requirements specifically applicable to him, which are not included in the scope of the licence. In such a case, the customisation will only be carried out if expressly commissioned as part of Professional Services.
- 4.1.5 The proper usability of the Nexis Platform is only possible if the customer maintains the current system requirements, such as the use of current browsers or for the operation of the connectivity proxy on the customer's systems. The current system requirements shall be communicated to the customer by Nexis upon request, are included in the service certificate (*Leistungsschein*) or are published on the Nexis website. It is the customer's responsibility to obtain information on this independently.
- 4.1.6 Nexis is authorised but not obliged to include customer-specific adaptations with regard to the standard functionality in the Nexis Platform. Any such customisations are the subject of the Professional Services.
- 4.1.7 Nexis hereby points out that the contractual use of the Nexis Platform may require the subsequent licensing of third-party software. Any additional costs incurred for this shall be borne by the customer.
- 4.1.8 If the customer is provided with certain templates (e.g. templates or best practice recommendations) via the Nexis Platform (or individually bookable modules), these merely represent a non-binding recommendation and do not constitute legal advice. The customer must therefore carry out their own legal checks on such templates.

4.2 License Conditions

- 4.2.1 Nexis shall grant the customer a non-exclusive, revocable, non-transferable and non-sublicensable right to use the Nexis Platform for its own business purposes in connection with the subject matter of the contract. This right of use is limited to the duration of the contract and relates exclusively to the current status and scope of the Nexis Platform provided by Nexis during the term of the contract. The customer shall not receive any further rights, for example to the software applications or operating software on which the Nexis Platform is based. With the exception of the provisions set out in this section 4.2 or unless otherwise agreed in writing, the customer may only use the Nexis Platform (i) for its own business purposes, (ii) by its own employees and (iii) for the maximum number of licences and licensing variant specified in the Offer (see section 4.2.3).
- 4.2.2 The Nexis Platform is offered with various modules, each with a different range of functions. The Offer specifies which modules of the Nexis Platform are licensed by the customer. It also provides an overview of the modules and their range of functions.
- 4.2.3 The Nexis Platform is licensed in accordance with the Offer, either based on the number of digital identities created on the Nexis Platform (see a)) or on the number of customer employees using the Nexis Platform (see b)).
 - a) Alternative 1: Each digital identity of the "Employee" category imported to and managed via the Nexis Platform requires a separate licence. The remuneration due for the use of the Nexis Platform is calculated from the fee per digital identity in accordance with the Offer.

- b) Alternative 2: The customer informs Nexis of the number of employees (this includes both internal and external employees) for whom at least one digital identity in the "Employee" category is to be imported. The remuneration due for the use of the Nexis Platform shall be calculated from the fee per employee in accordance with the Offer.

In the case of Alternative 2: If several digital identities are managed on the Nexis Platform for one employee, this has no effect on the amount of the licence fees. Nexis is free to check the information provided by the customer about the number of employees who will use the Nexis Platform at regular intervals. Such a review can be carried out both remotely and on site at the customer's premises. Upon request, the customer shall provide Nexis with all information required for the review. Such a review shall be carried out during normal business hours and any disruption to the customer's ongoing business operations shall be minimised as far as possible. If it is determined during such a review that more employees are using the Nexis Platform than were licensed by the customer, the customer shall be obliged to immediately pay the resulting additional licence fees and reimburse the costs incurred by Nexis for the review.

Digital identities that are created on the Nexis Platform for administrative purposes (e.g. "Administrator") are treated as digital identities for "Employees" with regard to licensing and are to be remunerated accordingly, unless otherwise agreed in the Offer.

- 4.2.4 The customer is entitled to grant employees of affiliated companies within the meaning of Section 15 German Stock Corporation Act (*Aktiengesetz - AktG*) access to the Nexis Platform within the scope of the agreed licence model (section 4.2.3), provided that this has been agreed in the Offer and the affiliated company has been specifically named. The parties merely clarify that the user behaviour of employees of affiliated companies shall also be attributed to the customer, in particular with regard to any liability of the customer.
- 4.2.5 Types of use other than those described in this section 4.2 are not covered by the right of use. In particular, access to the Nexis Platform may not be made available to third parties.
- 4.2.6 Any use of the Nexis Platform by the customer beyond the agreed extent, in particular with more licences than specified in the Offer, shall be deemed to be in breach of contract. In this case, the customer shall be obliged to notify Nexis immediately of the excess use and to reach an agreement with Nexis on subsequent licensing (with appropriate remuneration) on the basis of the valid price lists of Nexis. Any copyright claims of Nexis shall remain unaffected by this. This provision shall also apply in particular if access to the Nexis Platform was provided to the customer by a Nexis partner.

4.3 Availability, Transfer Point

- 4.3.1 Nexis shall be responsible for providing access to the Nexis Platform at the transfer point. The transfer point is the data interface of the Nexis data centre or the service provider commissioned by Nexis to provide a data centre (e.g. AWS) on which the Nexis Platform is operated.

- 4.3.2 The customer's connection to the Internet is not the subject of the contract, but is the responsibility of the customer.
- 4.3.3 The responsibility of Nexis for the availability of the Nexis Platform ends at the transfer point. Nexis guarantees the availability of the Nexis Platform in accordance with the SLA.

4.4 Data Use and Deletion

- 4.4.1 Upon termination of the contractual relationship, Nexis shall be entitled to delete all data and information transferred by the customer to the Nexis Platform without replacement. Nexis shall inform the customer of this pending deletion no later than four (4) weeks prior to the termination of the contractual relationship. At the customer's request, Nexis shall submit an offer to migrate or support the migration of the customer's data from the Nexis Platform to another system to be named by the customer, provided that this is reasonable for Nexis and the transfer is to take place in a data format and technical transmission path known to Nexis. If Nexis terminates the contractual relationship without notice for good cause, Nexis shall, at the customer's request and for a maximum period of three (3) months after termination of the contract, provide the customer with the opportunity to export its data in a suitable format, whereby the customer shall reimburse Nexis for the expenses incurred in this respect in accordance with the most recently agreed hourly and daily rates; in this case, Nexis shall be entitled to demand the expected costs incurred from the customer as an advance payment.
- 4.4.2 If Nexis is subject to retention obligations, Nexis shall be entitled to store and process the corresponding data and information for the duration of the retention obligation. Upon expiry of the retention obligation, Nexis shall delete the relevant data and information in its entirety; the provision in the above section 4.4.1 shall remain unaffected by this.
- 4.4.3 Transmission data from real-time communication is collected and stored by Nexis for a maximum of 12 months for the purpose of error detection (so-called debugging).
- 4.4.4 Asynchronous data exchange via standard interfaces with third-party systems is only collected and stored if necessary and for a maximum of 12 months for the purposes of error detection (debugging).

5. Special Conditions for Support Services

As part of the licensing of the Nexis Platform in accordance with section 4, Nexis also provides Standard Support Services, the scope of which is set out in the Service Level Agreement, the SLA, and the description in this section 5.

- 5.1 The provision of Support Services relates exclusively to the current version of the Nexis Platform and any associated software.
- 5.2 The Support Services include the elimination of errors and the provision of updates (equivalent to the provision of a new minor version) and upgrades (equivalent to the provision of a new major version) of the Nexis Platform.
- 5.3 The elimination of faults and damage caused by improper use of the Nexis Platform by the customer, incorrect user behaviour, the influence of third parties or force

majeure are not covered by the Support Services. However, they can be agreed in individual cases for a separate fee.

- 5.4 The Support Services also do not include the maintenance of hardware, third-party software (e.g. operating system, operating system-related software) and changes made by the customer or third parties in order to establish the interoperability of the Nexis Platform with third-party software (e.g. interfaces to other software products).
- 5.5 Other services in connection with the Nexis Platform, in particular a hotline service for customer questions about the Nexis Platform, installation and configuration services, customising and/or training measures are not part of the Support Services.
- 5.6 The customer can only make use of Support Services in accordance with these terms and conditions for all licences purchased by them for the Nexis Platform. It is not possible to use the Support Services for only some of the licences purchased.
- 5.7 The customer is authorised to contact Nexis support to report malfunctions, operational restrictions and functional impairments of the Nexis Platform.
- 5.8 For every enquiry or report to Nexis support, Nexis opens a qualified support ticket (the "**Support Ticket**").
- 5.9 Support Tickets are processed exclusively in German or English.
- 5.10 Support is generally available on working days at the Nexis Regensburg site from 9:00 am to 5:00 pm ("**Support Hours**"). Support Tickets are accepted and processed exclusively within the Support Hours. Support Hours deviating from this can be agreed individually.
- 5.11 The customer can open Support Tickets via the ticket system provided by Nexis and send them to Nexis.
- 5.12 Nexis informs the customer about the receipt and completion of Support Tickets. This can also take the form of an automatically generated e-mail from the system.
- 5.13 Only key users are authorised to contact Nexis support. The customer is authorised to name up to two key users at the same time. Key users are the authorised enquirers from the customer's sphere of responsibility appointed by the customer. After conclusion of the contract, the customer shall provide Nexis with a list of key users that enables Nexis to identify them as such.
- 5.14 The customer is authorised to update the list of key users designated by the customer at any time. An updated list submitted by the customer shall become binding for Nexis at the beginning of the month following the month in the course of which the updated list was submitted by the customer.
- 5.15 Nexis invoices the price for processing Support Tickets on a time and material basis and at 15-minute intervals, unless otherwise contractually agreed. The hourly rates for the provision of Support Services are set out in the Offer.
- 5.16 Nexis is authorised to charge a factor of 2.5 for Support Tickets processed outside Support Hours at the express request of the customer.
- 5.17 If the customer or a key user opens a Support Ticket to report malfunctions, operational restrictions and functional impairments of the Nexis Platform and/or the

system that Nexis is not obliged to rectify under the warranty, Nexis shall be entitled to demand the actual expenses incurred in the course of checking, recognising and/or rectifying the reported issue for each Support Ticket, but regardless of this, at least a flat processing fee of EUR 250. With regard to the flat-rate processing fee, the customer reserves the right to prove that no or only significantly less damage has been incurred.

- 5.18 In accordance with the Offer, the parties may agree that the customer books Premium Support Services against payment of an additional fee, which include an extended scope of services and different response times compared to the general Support Services. Details can be found in the Offer and the SLA.

6. Special Conditions for Professional Services

6.1 General

- 6.1.1 Professional Services are generally service contracts (*Dienstverträge*), unless the nature of the contract expressly provides otherwise. If, in exceptional cases, work services (*Werkleistungen*) are provided as part of the Professional Services, the following provisions of section 6.2 to 6.6 shall apply in addition.
- 6.1.2 The services to be provided as part of Nexis' Professional Services are set out in the Offer.
- 6.1.3 Unless otherwise agreed in writing, remuneration is based on time and material. Billing takes place in 15-minute increments.
- 6.1.4 To simplify matters, all short activities (<15 minutes duration) are not billed individually, but via a collective item (administration flat rate) amounting to 7% of the hours worked in a month. If this is not desired, the customer must inform Nexis of this when concluding the contract with regard to Professional Services. In this case, all short activities (each rounded up to 15 minutes) will be invoiced individually.
- 6.1.5 Any agreed total budget can be called up flexibly over a project term, taking into account corresponding lead times at Nexis. The customer is under no obligation to call up services under an agreed total budget.
- 6.1.6 The customer is obliged to name a contact person for the provision of Professional Services and any project communication on the part of the customer to Nexis in writing (e-mail is sufficient) before the agreed start of the Professional Services. In particular, the parties shall use this communication channel to agree on schedules for the provision of Professional Services or within the framework of a specific project.

6.2 Acceptance of Work Performances

- 6.2.1 Nexis shall notify the customer of the readiness for acceptance of work services (*Abnahmereife von Werkleistungen*) in writing (e-mail is sufficient).
- 6.2.2 The customer shall commence the acceptance test immediately upon receipt of the notification of readiness for acceptance.
- 6.2.3 The customer shall provide the data and equipment required for the acceptance test free of charge and to the extent necessary.

- 6.2.4 The customer may not refuse acceptance due to insignificant defects. Insignificant defects are in particular those of a more cosmetic nature that do not lead to an impairment of the function, or defects that occur in the layout that do not significantly hinder the use of the Nexis Platform by the user.
- 6.2.5 The service to be accepted shall be deemed to have been accepted if
- the customer refuses to carry out the acceptance test or to sign or draw up the report without a comprehensible justification, in particular without a description of defects preventing acceptance, or
 - the customer does not notify Nexis of defects preventing acceptance within a reasonable period of time, whereby a reasonable period of time is generally four weeks, unless Nexis notifies a different period of time, or
 - the customer uses the work product to be accepted productively for a total period of more than twelve (12) weeks after receiving notification that the work product is ready for acceptance.
- 6.2.6 If acceptance is excluded due to the nature of the work, the completion of the work shall take the place of acceptance.
- 6.2.7 In the event of partial acceptance, Nexis shall be entitled to withhold further services if the customer is in default with the acceptance of partial work products or with the payment of partially accepted work products. Agreed fixed deadlines shall be automatically extended by the period of such authorised retention.
- 6.2.8 Nexis shall be entitled to demand partial acceptances from the customer for partially completed work products rendered in accordance with the contract. The provisions of section 6.2 shall apply accordingly to these partial acceptances. Partial acceptances are subject to overall acceptance. Nevertheless, the customer may not refuse overall acceptance due to defects that were obvious during a partial acceptance test or should have been recognised by the customer, but the customer nevertheless declared acceptance.

6.3 Claims of the Customer for Material Defects

- 6.3.1 The customer shall grant reasonable periods of time to remedy the defect.
- 6.3.2 Within the scope of subsequent fulfilment, Nexis shall choose between rectification or new delivery.
- 6.3.3 After an unsuccessful attempt at subsequent fulfilment, Nexis shall be permitted at least one further attempt at subsequent fulfilment, unless Nexis seriously and definitively refuses subsequent fulfilment.
- 6.3.4 All notices of defects and requests for subsequent fulfilment shall, if possible, be made in writing with comprehensible descriptions of the symptoms of the defect and with the submission of written records, hard copies or other documents illustrating the defects.

- 6.3.5 The right to self-remedy in accordance with sections 634 No. 2, 637 BGB is excluded.
- 6.3.6 A reduction in remuneration totalling more than 50 % is not permitted.
- 6.3.7 Claims for defects shall not extend to work results and services of Nexis that the customer or a third party modifies on behalf of the customer without the consent of Nexis. This shall not apply if the customer proves that this change is not the cause of the defect in question.

6.4 System Compatibility

- 6.4.1 If the object of the Professional Services is the creation or provision of a web application or software application by Nexis, Nexis shall only be responsible for its functionality for the expressly agreed operating systems, browser types and versions.
- 6.4.2 If it is not possible to correctly reproduce a web application to be created and/or provided using one of the agreed browser versions solely due to non-compliance with W3C conventions or a programming error on the part of the browser manufacturer and Nexis is not responsible for this circumstance, this shall not constitute a material defect and Nexis shall not be obliged to modify or adapt the web application in question.
- 6.4.3 Nexis hereby expressly draws the customer's attention to the fact that the operability or functionality of the web application may be impaired or completely eliminated if the agreed operating systems and browser versions are changed, overhauled or replaced by new releases, updates, upgrades or subsequent versions of these programmes.

6.5 Change Request

- 6.5.1 The parties shall be entitled at any time to propose to the other party different characteristics or requirements for the object of performance agreed within the scope of the Professional Services ("**Change Request**").
- 6.5.2 Upon receipt of a corresponding request from the customer, Nexis estimates the costs for the professional, technical and organisational implementation of the customer's request and at the same time submits an offer to conclude a corresponding Change Request.
- 6.5.3 Nexis shall notify the customer of the completion of the customisation services in accordance with a Change Request.
- 6.5.4 During the negotiation of a Change Request, Nexis shall continue to perform in accordance with the applicable agreements. If the customer wishes to temporarily suspend the contractual provision of services until the conclusion of the negotiations, section 10.1.5 shall apply accordingly.
- 6.5.5 Any additional expenses incurred by Nexis due to the implementation of a Change Request shall be remunerated by the customer additionally and on a time and material basis. Nexis and the customer shall agree on the expected additional costs before implementing the Change Request.

6.6 Property Rights

Insofar as intellectual property rights are created by Nexis within the scope of Professional Services, the granting of rights to any work results shall be governed by section 4.2 unless otherwise agreed in writing. The parties merely clarify that, unless otherwise agreed, modifications to the Nexis Platform developed as part of the Professional Services shall not be deemed to be software components created individually for the customer and Nexis shall be entitled at any time to transfer these customisations to the standard functional scope of the Nexis Platform and also offer them to other Nexis customers.

7. General Principles of Service Provision by Nexis

- 7.1 Nexis shall provide the contractual services in accordance with the current state of the art.
- 7.2 Nexis shall provide the customer with user documentation (user guide) in digital form in German for the Nexis Platform and any software developed as part of Professional Services, which is addressed to a specialised IT user. No further documentation is owed.
- 7.3 Nexis only employs qualified and reliable staff and uses proven processes and tools that Nexis is aware of.
- 7.4 Nexis shall decide at its due discretion which employees are to be deployed or replaced for the contractual provision of services. The authority to issue instructions regarding the deployed employees lies and remains exclusively with Nexis.
- 7.5 Nexis shall be entitled to determine the location, working hours and work process itself, but shall take into account the given circumstances and objectively justified requirements to the extent necessary for the proper execution of the contractual relationship.
- 7.6 Nexis is not obliged to check the compatibility of the content requirements placed by the customer on the services to be provided by Nexis with applicable statutory provisions, in particular competition law, data protection law and consumer protection law provisions, as well as violations of trademark and patent law. The responsibility for this lies and remains with the customer. Nevertheless, Nexis shall notify the customer of breaches of law as soon as Nexis becomes aware of such breaches and the notification itself does not constitute a breach of duty on the part of Nexis.
- 7.7 Nexis shall only be obliged to provide advice if this has been expressly agreed.
- 7.8 Services provided by Nexis shall only be deemed guaranteed if and to the extent that the word "guarantee" or "guaranteed service" is expressly used in connection with them. In particular, services agreed in the SLA or as part of Support Services or Professional Services do not constitute guarantees.
- 7.9 The place of performance and fulfilment is the main place of business of Nexis.
- 7.10 Relative and/or absolute fixed dates are only those that are expressly designated as "fixed date" or "fixed dates" or with a similar and equivalent designation.
- 7.11 Unless otherwise agreed, e.g. as part of Premium Support Services, the customer is generally responsible for backing up the customer's data.

- 7.12 The customer is obliged to comply with all foreign trade regulations applicable to them and not to establish and/or maintain any connections with persons and organisations against which restrictive measures to combat terrorism or other foreign trade sanctions have been or will be imposed.
- 7.13 The services and deliveries of Nexis are subject to the reservation of self-supply, provided that Nexis is not at least grossly negligent in the temporary or permanent failure of self-supply. Nexis shall inform the customer of such a failure as far as possible in advance, promptly and in writing.
- 7.14 If contractual services can be realised in different technical ways and/or with different technical means, Nexis shall decide on the type and means at its reasonable discretion. Such a decision must take into account the interests of the customer and be reasonable.

8. Term and Cancellation

8.1 Access to the Nexis Platform

- 8.1.1 Unless otherwise agreed in writing, a contract for the use of the Nexis Platform is concluded for a fixed term of thirty-six (36) months.
- 8.1.2 The right of both parties to terminate the contract without notice for good cause shall remain unaffected, in particular if the other party persistently breaches material contractual obligations and fails to remedy the breach within a reasonable period of time despite a warning, or if the other party suffers a significant deterioration or threat to its assets. In addition, Nexis shall be entitled to terminate the contract without notice if the customer is in default of payment for two (2) consecutive months or for a period of more than two (2) months totalling two (2) months' remuneration.

8.2 Support Services

- 8.2.1 The term of the Standard Support Services offered in connection with the provision of the Nexis Platform is identical to the term of the contract for the use of the Nexis Platform. Unless otherwise agreed in writing, the term of any Premium Support Services booked by the customer is also identical to the term of the contract for the use of the Nexis Platform.
- 8.2.2 The right to extraordinary cancellation remains unaffected.
- 8.2.3 If a contract for Premium Support Services is concluded together with the contract for the use of the Nexis Platform, the provision of services shall begin when the login data for the Nexis Platform is provided to the customer. Unless otherwise agreed in the Offer, the obligation to pay the agreed maintenance and support fee shall commence upon expiry of a period of two (2) months, beginning with the conclusion of the Nexis Platform contract.
- 8.2.4 If support for third-party software is (also) the subject of Premium Support Services and the manufacturer of this third-party software announces the so-called "end-of-life" of the manufacturer's support for the third-party software in question, Nexis shall be entitled to terminate Premium Support Services in relation to the third-party software in question without observing a notice period and with effect from the date specified by the manufacturer in question as the "end-of-life" (extraordinary special right of termination). If the

termination of Premium Support Services relating to the relevant third-party software due to the assertion of this special right of cancellation occurs before the end of the contract term for which the customer has already paid remuneration to Nexis, Nexis shall refund the remuneration for Premium Support Services to the customer on a pro rata temporis basis.

8.2.5 If manufacturer support from a third party expires (so-called end-of-life), which Nexis obtains and requires in order to provide the contractual Premium Support Services, Nexis shall be entitled to:

- terminate the support contract as a whole subject to a notice period of 30 calendar days,
- terminate the contractual Premium Support Services affected by the end-of-life in question on a pro rata basis subject to a notice period of 30 calendar days, or
- request an adjustment of the support contract or the Premium Support Services to the effect that the end-of-life in question does not result in non-performance and/or poor performance by Nexis.

8.2.6 The right of cancellation in accordance with the above section 8.2.5 arises with the announcement of the end-of-life by the manufacturer.

8.3 Professional Services

8.3.1 If the Professional Services are considered services (*Dienstleistungen*), the customer shall owe remuneration for all services already rendered.

8.3.2 Insofar as – by way of exception - the services provided within the scope of Professional Services are considered work services (*Werkleistungen*), the provisions set out in this section 8.3.2 shall apply in deviation from the statutory provisions:

- a) With regard to section 648 sentence 3 BGB, Nexis shall be entitled to fifteen (15) percent of the agreed remuneration for the part of the work not yet performed. Nexis shall not be entitled to this lump-sum claim if and to the extent that the customer proves that the amount due to Nexis pursuant to section 648 BGB is significantly lower or that Nexis is not entitled to any remuneration.
- b) If the customer cancels work services within the framework of a mixed-type contract in accordance with section 648 BGB, the rest of the contract shall remain unaffected by this cancellation. If Nexis cancels work services within the framework of a mixed-type contract in accordance with section 643 BGB, the contract shall otherwise remain unaffected by this cancellation.

9. Remuneration

9.1 Services provided by Nexis shall be remunerated by the customer in accordance with the Offer.

9.2 All daily rates, hourly rates, prices and remuneration stated by Nexis are exclusive of any applicable statutory value added tax and any customs duties and other levies.

Taxation is calculated in accordance with the legal requirements for intra-community acquisitions in the EU.

9.3 Nexis shall properly invoice the contractual remuneration claims. Nexis is authorised to invoice by e-mail.

9.3.1 Invoices for the use of the Nexis Platform are issued twelve (12) months in advance. Billing for the subsequent period takes place directly after the end of the previous billing period. This results in one invoice per year of the contract term, which is issued at the beginning of each year. If the contract term is shorter than 12 months, the billing period corresponds to the period from the beginning to the end of the contract term.

9.3.2 Invoices for Premium Support Services are issued annually in advance.

9.3.3 Invoices for Professional Services are issued monthly, at the end of the month following the month in which the service was rendered.

9.4 Remuneration claims due from Nexis must be settled within 14 calendar days, beginning with receipt of the invoice.

9.5 If Nexis provides services within the scope of the customer's statutory and/or contractual liability for defects, these shall be free of charge, in particular also in the event that a contractual relationship (e.g. a contract for Professional Services) exists between Nexis and the customer, according to which the same services would have to be remunerated by the customer.

9.6 The customer shall reimburse Nexis for travel expenses incurred by Nexis employees travelling between the relevant Nexis and the customer's location. The following modalities must be observed when using means of transport:

- Rail travel: Costs for 2nd class are eligible for reimbursement.
- Flights: Reimbursable are costs for economy class.
- Use of own car: 0.40 Euro per kilometre or part thereof will be reimbursed.

The customer shall pay 50% of the daily or hourly rates agreed in the Offer for travelling time incurred by Nexis employees.

When Nexis employees travel, Nexis shall be entitled to claim from the customer any hotel costs incurred as well as an additional overnight accommodation allowance of EUR 150 per necessary overnight stay; an overnight stay is necessary if the contracting parties agree on the necessity, if it is necessary in order to comply with the requirements of the Working Hours Act (*Arbeitszeitgesetz*) or if the distance between the Nexis site and the customer's site is more than 200 km direct travel distance (on major European roads).

10. Secondary Obligations of the Customer

10.1 General Secondary Obligations

10.1.1 The customer is obliged to co-operate to the necessary extent free of charge. Nexis shall inform the customer in advance of any necessary co-operation.

- 10.1.2 The customer shall ensure that the data and information provided by it is correct, complete and appropriate; Nexis shall not be subject to any active verification obligations in this respect.
- 10.1.3 The customer is obliged to inform Nexis immediately of any defects or gaps in the provision of services, if and as soon as they become aware of them or can become aware of them in the normal course of business.
- 10.1.4 The customer shall name an employee of their company who shall be available to Nexis as a contact person authorised to make decisions. The customer shall also nominate a deputy in the event that the primary contact person is unavailable.
- 10.1.5 If the customer is in default with the performance or provision of an act of co-operation or if the contractual provision of services by Nexis is delayed due to another circumstance for which the customer is responsible ("**Delay**"), all agreed deadlines that cannot be met due to the Delay by Nexis for operational reasons shall be postponed to a reasonable later date to be determined by Nexis at its reasonable discretion. Furthermore, Nexis shall be entitled to demand compensation from the customer for damages resulting from the Delay, including necessary additional expenses, if and to the extent that such expenses are incurred.
- 10.1.6 The customer shall support Nexis in determining the amount of variable, in particular usage-dependent remuneration claims to the extent necessary and reasonable and free of charge for Nexis.
- 10.1.7 If Nexis performs work within the scope of Professional Services, sections 642, 643 BGB shall remain unaffected by the above provisions.

10.2 Supplementary Ancillary Obligations Regarding the Use of the Nexis Platform

- 10.2.1 The customer shall support Nexis in checking whether the Nexis Platform is used exclusively to the extent that Nexis has granted the customer rights to it. Upon request by Nexis, the customer shall provide corresponding self-disclosures with comprehensible evidence of the scope of use within a reasonable period of time.
- 10.2.2 The customer is obliged:
- to protect the login data assigned to them or their users for the Nexis Platform, in particular usage and access authorisations as well as identification and authentication safeguards, from access by unauthorised third parties and shall not pass them on to unauthorised users and/or unauthorised third parties,
 - to prevent unauthorised access by third parties to the Nexis Platform and/or the system and to the documentation by taking suitable precautions,
 - to take reasonable precautions in the event that the Nexis Platform does not work properly in whole or in part. Such reasonable precautions include, in particular, appropriate and regular data backups (unless otherwise agreed as part of Premium Support Services) and regular checks of the data processing results,

- before using the Nexis Platform for the first time, to only provide access data for the Nexis Platform to persons who have been sufficiently trained and informed about the consequences of misuse or incorrect use of the functions provided via the Nexis Platform,
- to store and retain the information and documents (invoices, credit notes, etc.) on the Nexis Platform that are relevant under tax and/or commercial law and must be retained in accordance with the law,
- to grant Nexis access to the web front-end of the Nexis Platform and the corresponding APIs, if necessary for the performance of maintenance work on the Nexis Platform, and
- to issue such authorisations without undue delay for the installation of patches, updates or upgrades on all of the customer's systems that require approval.

10.2.3 The customer undertakes to refrain from doing the following:

- to modify, edit or decompile the source and/or object code of the Nexis Platform without the consent of Nexis, unless and insofar as they are authorised to do so on the basis of section 69e of the German Copyright Act (UrhG) or with the express consent of Nexis,
- to use or allow the use of functions or processes of the Nexis Platform and the underlying system contrary to the contract or the intended purpose, or to support or enable such use,
- to gain access to data and information not intended for themselves or third parties,
- to misuse the Nexis Platform, in particular to post illegal or immoral content or to refer to such content by hyperlink that violates the rights of third parties or is illegal (e.g. violations of personal rights, copyright, trademark or competition law),
- to penetrate or use the data networks, servers, programs and program components or other system components of Nexis without authorisation,
- to remove and/or change copyright notices, serial numbers and other features serving to identify software and/or hardware,
- not to carry out any load, penetration, vulnerability or other testing procedures (including but not limited to automated vulnerability scans, fuzzing, code injection tests and simulations of DDoS or other overload attacks) that could affect the stability, security or availability of the Nexis Platform without the prior consent of Nexis, or
- to use Nexis software and systems for the unsolicited sending of electronic messages or information to third parties for advertising purposes (so-called spamming).

10.2.4 The customer shall provide Nexis with the following if required and upon request by Nexis:

- Parameters for system configuration,
- information on interfaces and data formats,
- the provision of test data, and
- the definition of test cases.

10.2.5 If the Nexis Platform is connected to third-party systems via an interface, the customer shall provide Nexis with a test system and/or test access to the relevant third-party systems promptly and in good time in advance.

10.2.6 If the customer breaches an obligation pursuant to sections 10.2.1 to 10.2.3, Nexis shall be entitled to request the customer to comply and to set a reasonable deadline for compliance. If this deadline expires without result, Nexis shall be entitled to block or restrict the contractual provision of services or access to the Nexis Platform and the system in whole or in part until the customer fulfils the obligation to cooperate or ancillary obligation. Such blocking or restriction shall not entitle the customer to withhold or reduce the monthly fee.

10.2.7 If the customer generates data on the Nexis Platform or holds data on the system that constitutes a breach of an obligation pursuant to sections 10.2.1 to 10.2.3 or whose possession and/or processing violates applicable law, Nexis shall be entitled to delete the data in question immediately and without replacement.

11. Third-Party Works and Services, Open Source

11.1 If Nexis provides the customer with third-party software, third-party hardware, third-party data centre services and/or other third-party services, the provisions of the licence conditions of the third parties concerned shall take precedence for their use and their support and maintenance, if and to the extent that Nexis is obliged to include the licence conditions of the third party in the contractual relationship between the contracting parties when using the contractual third-party services. At the customer's request, Nexis shall inform the customer in text form which licence conditions are involved, to which third-party services these relate and shall provide or send the customer the corresponding licence conditions. Licence conditions in this sense are in particular end-user licence agreements, SLAs, support and maintenance contracts and terms of use.

11.2 The integration, connection or combination of third-party works (e.g. third-party software, open source software, freeware, third-party graphics, third-party images) in, on or with the Nexis Platform and/or work results created by Nexis as part of Professional Services shall not require the customer's consent.

11.3 In the event of the integration, connection or combination of third-party works within the meaning of section 11.1 in which copyrighted rights of use, ancillary copyrights or industrial property rights sui generis exist in favour of third parties, Nexis shall only grant the customer rights to the relevant third-party works to the extent that Nexis itself receives rights from the respective rights holders and the legal relationship that exists between Nexis and the respective rights holders permits this.

11.4 Unless otherwise agreed, Nexis shall grant the customer rights to third-party works at least to the extent necessary for their contractual and intended use.

12. Claims of the Customer for Defects of Title

- 12.1 If services provided by Nexis are legally defective, Nexis may, at its discretion and expense:
- 12.1.1 modify or replace the relevant services in such a way that the defect of title is remedied, but still essentially correspond to the agreed functional and performance characteristics in a manner that is reasonable for the customer, or
 - 12.1.2 acquire rights from third parties that are necessary for the customer to be able to use the contractual services free of defects in title and in accordance with the contract and its intended purpose, and to grant these rights to the customer, or
 - 12.1.3 withdraw the affected services against reimbursement of the remuneration paid, whereby Nexis is obliged to grant the customer a reasonable cancellation period, unless this is only possible under unreasonable legal or other conditions.
- 12.2 Furthermore, Nexis shall indemnify the customer against justified and enforceable claims for damages due to the legal defectiveness of the services of Nexis vis-à-vis the owner of the property rights. The customer shall inform Nexis immediately of any claims asserted by a third party due to an asserted infringement of property rights based on services provided by Nexis. The customer shall refrain from declaring or concluding acknowledgements and/or settlements regarding such claims asserted by third parties without the consent or authorisation of Nexis. Furthermore, the customer shall leave the legal defence against such claims and the choice and assertion of defence measures to Nexis, unless the customer must reserve the defence measures and/or the legal defence for legal reasons. In the event of legal defence by Nexis, the customer shall support Nexis in this, insofar as this is reasonable and the costs involved are not disproportionate. Indemnification claims with immediate effect and retroactively.
- 12.3 If the contractual relationship for the provision of the Nexis Platform is regarded as a rental agreement, the right of cancellation in accordance with the above section 12.1.3 shall be replaced by the right of extraordinary termination without notice, with the proviso that rental payments paid in advance shall be refunded pro rata temporis.

13. Limitation of Claims

The limitation period for claims arising from material defects and/or defects of title is twelve (12) months, unless the application of the regular statutory limitation period (sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation regulations in accordance with the Product Liability Act and in accordance with the statutory limitation regulations for claims for damages by the customer against Nexis in the event of grossly negligent or wilful breach of duty shall remain unaffected. The customer's commercial obligations to give notice of defects shall remain unaffected.

14. Liability, Damages

- 14.1 Nexis shall be liable without limitation in the event of intent, gross negligence, injury to life, body or health, in accordance with the provisions of the Product Liability Act and to the extent of a guarantee assumed by Nexis.
- 14.2 If Nexis negligently breaches a material obligation, Nexis' liability shall be limited to compensation for damages that are typical for the contract and foreseeable for Nexis at the time the contract is concluded. Material obligations are those whose fulfilment is essential for the proper execution of the contract, whose breach jeopardises the achievement of the purpose of the contract and on whose compliance the customer regularly relies.
- 14.3 The strict liability of Nexis for material defects that already exist at the time the contract is concluded (section 536a BGB) is excluded. This exclusion does not apply to defects of title.
- 14.4 In the event of loss and/or damage to data, Nexis shall only be liable to the extent that this loss or damage and its recovery could not have been avoided by the customer taking reasonable precautions, in particular the daily creation of backup copies.
- 14.5 Otherwise, any liability for damages on the part of Nexis, regardless of the legal grounds, is excluded.
- 14.6 The above limitation of liability also applies to the personal liability of employees, vicarious agents, organs and representatives of Nexis.

15. Data protection, Telemetry

- 15.1 Both Nexis and the customer undertake to process personal data in accordance with the requirements of the applicable data protection laws, in particular the EU GDPR.
- 15.2 Insofar as Nexis processes personal data of the customer, its employees, end customers or other third parties as part of the services offered under these NEXIS 4 Platform GTC, Nexis shall only do so on the instructions of the customer or in order to comply with legal requirements. For this purpose, the parties shall conclude a separate order data processing agreement in accordance with **Annex 1**.
- 15.3 Nexis is entitled to anonymise or aggregate data about the customer's use of the Nexis Platform so that it is no longer possible to identify individual data subjects and use it in this form to optimise the Nexis Platform, among other things. The parties agree that anonymised data or data aggregated in accordance with the above shall no longer be considered customer data.

16. Confidentiality

- 16.1 The parties undertake to treat all confidential information that becomes known to them in the context of the contractual relationship as confidential and to use it only for contractually agreed purposes. Confidential information within the meaning of this provision is information, documents, details and data that are designated as such or are to be regarded as confidential by their nature, in particular also information about the functioning of the Nexis Platform including the underlying structure.
- 16.2 An exception to section 16.1 exists in the following cases:

- 16.2.1 If the information is already generally known at the time the contract is concluded,
 - 16.2.2 the party receiving the information was already aware of the information prior to such disclosure of the information by the other party,
 - 16.2.3 the information has become generally known after the conclusion of the contract without the party obliged to maintain confidentiality being at fault, or
 - 16.2.4 one party is required by applicable law, governmental regulation or lawful court or governmental order to disclose Confidential Information and, to the extent permitted by law, notifies the other party of such disclosure and takes reasonable steps to avoid and/or minimise the extent of such disclosure.
- 16.3 The provisions of the law on the protection of business secrets shall remain unaffected by the provisions set out in this section 16.
- 16.4 The rights and obligations under section 16 of these NEXIS 4 Platform GTC shall survive the term of the contractual relationship. Both parties are obliged to return or destroy confidential information of the other party upon termination of the contractual relationship at their discretion, unless it has been properly used or separate agreements have been made for the deletion of data after use of the Nexis Platform in accordance with section 4.4.

17. Minimum Wage Act

- 17.1 Nexis commits itself and its subcontractors to comply with the provisions of the Minimum Wage Act (*Mindestlohngesetz*).
- 17.2 Nexis shall indemnify the customer against all claims of third parties to which they are entitled against the customer due to a breach by Nexis of the provisions of the Minimum Wage Act. The provisions on indemnification of the customer in section 12.2 shall apply accordingly.

18. Change of Control

- 18.1 The customer is obliged to inform Nexis of a change in its majority shareholder in advance and in writing if possible.
- 18.2** Upon receipt of information within the meaning of section 18.1, Nexis shall be entitled to terminate the contractual relationship without observing a notice period and with immediate effect (extraordinary special right of termination).

19. Final Provisions

- 19.1 The transfer of the contract or individual rights or obligations arising from it by the customer to third parties requires the prior written consent of Nexis. Section 354a German Commercial Code (HGB) remains unaffected.
- 19.2 Offsetting against counterclaims of the customer is only permitted if these claims are undisputed or have been legally established. The customer's right of set-off is unrestricted insofar as an offset claim is synallagmatically linked to the principal claim.

- 19.3 The performance and legal relationship between the parties shall be governed exclusively by German law to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).
- 19.4 The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the main place of business of Nexis. Nexis also has the right to sue the customer at its registered office.
- 19.5 The contractual language is German. In the event of parallel use of other languages and inconsistencies between different language versions, the German wording of the relevant provisions shall be decisive.
- 19.6 Should individual provisions of the NEXIS 4 Platform GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the NEXIS 4 Platform GTC. The parties shall endeavour to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic intent of the invalid or unenforceable provision. The same applies in the event of a loophole in these NEXIS 4 Platform GTC.

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