NTT DATA

End-User-License Agreement ("EULA")

for NTT DATA Business Solutions Software Products and Third-Party Software

15 May 2025 | Document Version 0.01

Contents

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 for the provisioning and use of NTT DATA Software and Third Party Software (collectively "Software"), Cloud Services and related Documentation, tools, or other material as follows:

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

This EULA shall apply to and is incorporated in the corresponding Software or Cloud Services ordered by Client via a seperate order form, license and software maintenance agreement, or other contractual document with NTT DATA or its Affliate ("Agreement").

1.1   In all contractual relationships in which NTT DATA (i) provides Software and related services or Cloud Services to business entities (referred to as "Client") and (ii) grants Use rights for an unlimited or limited time, this EULA shall apply. For Third-Party Software, the end-user conditions of the third party shall apply, which may require the Client to execute a separate EULA provided by the third party.

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

The Agreement 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   "**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.

2.2   "**Affiliate**" means any corporation, partnership, or legal entity under applicable corporate law that is directly or indirectly controlled by, controlling, or under common control of the Client or NTT DATA.

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

2.4   "**Cloud Materials**" means all materials provided to the Client prior to or as part of the provision of the Cloud Services including materials created in collaboration with the Client and excluding Client Data, Client Proprietary Information, or the Cloud Service itself.

2.5   "**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.

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

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

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

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

2.10   "**Force Majeure**" means causes beyond the parties' 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).

2.11   "**Licensed Software**" or "**Software**" means the NTT DATA 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.

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

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

2.14   "**NTT DATA Business Solutions Group**" means any corporation, partnership or legal entity under applicable corporate law that is owned or controlled, directly or indirectly, by NTT DATA Business

Solutions AG through ownership of more than 50% of the voting or management rights and located in the Territory.

2.15 **"NTT DATA Business Solutions Software ("NTT DATA 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 NTT DATA Software made available to Client in performance of an Agreement (through Maintenance); and (iii) all complete or partial copies thereof.

2.16 **"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.

2.17 "**On-Premise Software**" means Licensed Software that is installed and Used from Client's provided Designated Unit.

2.18 "**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 NTT DATA Software contain OSS components, NTT DATA will notify Client prior to the execution of an Agreement. Upon delivery of the NTT DATA Software, Client shall receive an OSS description which lists the respective Open-Source components used which apply to Client as is.

2.19 "**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.

2.20 "**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.

2.21 **"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 is to be regarded as confidential and/or proprietary. Excluded from this is such Proprietary Information that (a) is or becomes publicly known without any act or omission by the other party; (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.

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

2.23 "**Software Development Tools**" means all development tools (software in object code and documentation as softcopy and/or hardcopy) 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 workbench. The term "Software Development Tools" includes (i) all Releases, versions, or correction levels of a Software Development Tool and (ii) all complete or partial copies thereof.

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

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

2.26 **"Term"** means the duration or contract period of a Use right, Cloud Service, or Maintenance Agreement, consisting of an initial term and renewal terms.

2.27 **"Third Party Database"** means any third-party proprietary database software which NTT DATA has licensed to the Client.

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

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

2.30 **"Trade Compliance Laws"** means any applicable import, export control and/or economic sanctions law, including, without limitation, the laws of the United States, the UK, the EU, and Germany.

2.31 **"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.

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

3.   Usage Rights Provisions

3.1.   Ownership and Intellectual Property Rights

All rights to the Software, including copyright, trade secret, and all other intellectual property rights to all programs, documentation, documents, program concepts (such as concepts, methods, best practices, ideas, and know-how), and other protected information, 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 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 an Agreement. All rights going beyond the rights of Use described below, including the right to distribute the Software, 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.

3.2.   Granting of Use Rights/License

Subject to payment of fees agreed in an Agreement, NTT DATA grants the Client the right to Use the Software or Cloud Services as specified in an Agreement. The following conditions apply:

3.2.1   Extent of Use and Users

Client may only Use the Software or Cloud Services to the extent stipulated in an Agreement. The right of Use is limited to the Software or contracted Services (functions), even if the Client could access other software or service components. The Client must have the necessary license 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 an 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. However, such licenses or access to the Cloud Services may be transferred 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 employment).

The Client shall be responsible for acts and omissions of Authorized Users and shall require Authorized Users 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 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 or 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 or Cloud Services directly and/or indirectly for the Affiliate; and (iii) the Software and the Third Party Database are not installed at the Affiliate's sites. Client shall provide NTT DATA with a list of its Affiliates

that shall be included in an Agreement prior. This Affiliate list forms an integral part of an Agreement and may only be modified by a written agreement signed by the parties.

b) <u>Authorization of Third-Party Business Partners to Access the Software or Cloud Services</u>

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 personnel 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; and (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.

3.2.2   Prohibitions on Use and Obligations of Client

Client is prohibited from: (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, 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 a permitted Software Development Tool and in those cases where the Cloud Services is developed to Use as an interface; (d) Use the Software or Cloud Services in excess of the usage rights granted, both quantitatively and qualitatively; (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.

3.2.3   Intellectual Property Rights & Infringement of Intellectual Property Rights

The Software and Cloud Services, 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, 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 not 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 an Agreement or rights is imminent, or has occurred, Client agrees to inform NTT DATA immediately. NTT DATA, Partners, or NTT DATA licensors and their agents shall be indemnified by the Client 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.

4. Use Rights – On Premise and Cloud Services

4.1. On Premise Software Use Rights

4.1.1 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 5.7 of this EULA. If the Client subscribes to 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 Productive 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 in Data Center Operations; (ii) to provide training to third parties except to the extent expressly provided 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 Client may transfer the Software and the Third-Party Database from one Designated Unit to another without additional payment. 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.

4.1.2 Transfer of perpetual Licensed Software to third parties

In the case of Software licensed on a perpetual basis (not subscription), the following shall apply:

Clients 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. If Clients are located outside the EEA, the transfer of the perpetual licensed software requires the prior written consent of NTT DATA, which will not be unreasonably withheld. 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. This transfer right applies to the License Software only and not an Agreement. Software and Cloud Service shall not be subject to any transfer to third parties.

4.1.3   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 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. Client may not remove such notices.

4.1.4   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 applicable Agreement.

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.

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 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 Software. 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. 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 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 be used to (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.

4.1.5   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 these 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 3.1 and 3.2.

4.1.6   Rights to new versions of the On-Premise Software

If the Client receives from NTT DATA copies of new versions of a Licensed Software 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.

4.1.7   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 of the terms of this EULA 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.

4.1.8   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 alter 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 NTT DATA 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 the amount of twenty-five percent (25%) of the total payment 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.

4.2. Cloud Services Use Rights

4.2.1   General

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 accordance with the Agreement and conditions, including 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 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.

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 circumstances permit Client will be notified in advance in writing or by email of any such suspension. NTT DATA shall limit any blocking in time and scope as is reasonable under the circumstances.

4.2.2 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 without notice to the Client. Further, NTT DATA shall be free of any liability to the extent permitted by law.

4.2.3 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.

4.2.4 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; and
d. Reviewing security and data integrity.

Unless otherwise specifically agreed between the parties, personal data will not be processed under this clause.

4.2.5 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.

4.2.6 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 expiration or termination 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.

4.3. Overuse, System Measurement (License Audit), Additional Purchase

4.3.1   Client shall be responsible for monitoring proper Use and shall immediately notify NTT DATA in writing of any Use in excess of the Agreement, including but not limited to exceeding the Usage Metrics. In such a case, Client shall be obligated to sign an extension agreement for the additional usage and pay any additional amounts owed. The corresponding payment 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.

4.3.2   NTT DATA or a third party authorized by NTT DATA shall be entitled to verify the Use of the Licensed Software and in accordance with applicable standard procedures of the Software owner. Surveys shall take place regularly in the form of self-reports using surveying tools or similar procedures. Unless otherwise agreed, Client shall undertake 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. The result of the survey shall be transmitted to NTT DATA in unchanged form in writing and in file format (e.g. txt.; pdf). NTT DATA or a third party authorized by NTT DATA, may also carry out remote or on-site surveys if the survey (i) was refused; (ii) did not provide any meaningful results; and/or (iii) there are objective indications that Client may be violating the Use rights or Agreement.

4.3.3   The Client shall cooperate with NTT DATA and/or the third party authorized by NTT DATA in the performance of such surveys, by granting insight into its systems. 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. 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.

4.3.4   Unless otherwise agreed, if it becomes apparent during the survey (or in any other way) that the Use of the Licensed Software by the Client exceeds the terms of an Agreement, a contract for additional purchase shall be executed. Any special, previously agreed to purchase terms of the parties, including agreed discounts, shall not be applicable. NTT DATA reserves the right to claim damages and interest in arrears.

4.3.5   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.

4.4. Country Versions/Language Versions and Restrictions on Availability and Use in Multinational Environments

4.4.1   Software or parts thereof may be subject to restrictions regarding their availability. No rights of Use for valid country/language versions of the Software are acquired from the Client unless expressly agreed otherwise in an 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.

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

4.4.3   Software may only be Used in the country in which it was purchased unless otherwise agreed in the Agreement.

4.5.   Condition of the Software and Services and Obligations of Client

4.5.1   The product description in an Agreement and the Documentation are conclusive 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. The Client cannot derive obligations from public statements or in advertising for the Software. Any warranties shall be specified in this EULA and/or an Agreement.

4.5.2   The Client is responsible for understanding the essential functional features of the Software or the Cloud Services and their technical requirements (e.g., regarding database, operating system, hardware and data carriers, internet connection). Client bears the risk of the Software or Cloud Services meeting their requirements and areas of Use.

4.5.3   Client shall provide the infrastructure and IT environment for the Software or Cloud Services covered by an Agreement 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. NTT DATA shall not be responsible for any loss of function if the Client's infrastructure and IT environment requirements are not met or in the event of Internet connection failures.

4.5.4   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 have authority 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.

4.5.5   The Client shall thoroughly test the Licensed Software to confirm it is free from defects before commencing its operational Use as soon as reasonably possible after receipt of the Software or after receipt of access authorization to the Software, usually within ten (10) days after receipt. 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.

4.5.6   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 express written notice, all NTT DATA personnel involved in the performance of the services shall assume that the Client Data with which they may come into contact is secured.

4.5.7   The Client shall bear any disadvantages and additional costs to Client arising from Client's breach of its obligations. Any delay or non-performance of any provision of this EULA (other than for the payment of amounts due hereunder) caused by circumstances beyond the reasonable control of a party 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.

4.6. Warranties, Quality Defects, Defects in Title, Other Faults

4.6.1   Warranties for On-Premise Software with no Maintenance

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 herein, which sets forth Client´s sole and exclusive remedy.

4.6.2   Client's Warranties on Subscribed Software (On-Premise)

NTT DATA warrants that the subscribed Software (On-Premise) will meet the specifications stated in the Documentation during its Term. Warranty applies only to defects that exist at the time NTT DATA delivers the Software.

4.6.3   Exclusions

The warranty herein shall not apply: (i) if the Software is not used in accordance with the Documentation and/or an Agreement; (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.

4.6.4   Client's Warranties on Cloud Services

NTT DATA warrants that the Cloud Service will meet the specifications stated in the Documentation during its Term. Warranty applies only to defects that exist at the time NTT DATA delivers the Cloud Services.

4.6.5   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

4.7. Remedies

In the event of a proven material defect, NTT DATA will, at its sole option, repair or replace the nonconforming Licensed Software or 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 remedies can also be affected 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 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 notice. The payment owed under a Maintenance subscribed Software or Cloud Service 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 to cure defects by providing written notice to NTT DATA. The limits stipulated in Section 5.3 shall apply to claims for damages and reimbursement of expenditure incurred as a result of an uncured warranty defect.

4.7.1   Reporting

Client shall promptly notify NTT DATA in writing of any breach of NTT DATA's obligations, describing in detail the 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 of the reported defect from the Client. In particular, the additional expenses incurred by NTT DATA shall be reimbursed where NTT DATA incurs these expenses as a result of the Client (a) not satisfying its duties of cooperation, 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.

4.7.2   Notice Period

Should NTT DATA not provide Cloud Services in accordance with the Agreement, the Client must notify NTT DATA in writing of the non-conformance and provide 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 5.7 shall apply for notices. Section 5.3 shall apply to claims for damages and reimbursement of expenses.

4.8.   Additional Software Maintenance Services Provisions

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

In cases in which Software Maintenance is not in effect from delivery of the Software but is only agreed upon 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.

5. General Provisions

5.1. Payment, Taxes, Reservation

5.1.1 Client shall pay NTT DATA the contractually agreed amount for (a) the Licensed Software and for the Maintenance of the Licensed Software or (b) the agreed Cloud Services. Software Maintenance fees and the annual payment. 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.

5.1.2 All prices are subject to the applicable statutory value added tax or other country specific sales or use tax. If NTT DATA is imposed an increased sales tax under an Agreement, Client shall promptly 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.

5.1.3 Software Maintenance, On-Premise subscribed Software, and Cloud Services represent recurring fees which are invoiced in advance as specified in an 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.

5.1.4 Payments shall be made as specified in an invoice and shall be due and payable within ten (10) calendar days of the invoice date unless otherwise set forth in an Agreement. Failure to timely make payment may result in the assessment of default interest.

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

5.1.6 The Client may only offset invoiced amounts if agreed to by NTT DATA in writing 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.

5.1.7 The contract and the rights and obligations under the contract can only be transferred to another party with prior written consent by NTT DATA.

5.1.8 NTT DATA may change the payment for Maintenance or Cloud Services in each case by sending written notice to Client in accordance with the notice period specified in an Agreement.

Unless otherwise agreed, the amended payment 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 payment shall be deemed to have been agreed.

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

5.2. 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 replace or modify the Licensed Software with an equivalent Software. The Client must adopt a new Software version if needed to preserve the scope of functions under an Agreement, provided that such adoption is not unreasonable.

If a third party asserts claims challenging Client's authorization to Use the Licensed Software, the Client shall inform NTT DATA 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 authorizes NTT DATA, as far as permitted and in its sole discretion, to settle the dispute with the third party, both in and outside of the courts, or to conduct settlement discussions 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 the behavior of the Client.

5.3. Liability

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

5.3.1   Each party is fully liable for willful misconduct and fraudulent intent, bodily injury, gross negligence, unauthorized use or disclosure of Proprietary Information or granted license, and a party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data. Client is liable for any failure by Client to pay any fees due under the Agreement.

5.3.2   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 below. Material obligations are those obligations that must be fulfilled for the proper execution of an 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

an Agreement within the preceding twelve (12) months. 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 an Agreement within the past twelve (12) months.

5.3.3   The option of a plea of contributory negligence remains open. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 5.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF REVENUE, INCOME, PROFIT, SAVINGS OR SHARE VALUE, LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH, LOSS OF GOODWILL OR REPUTATION, CONSEQUENTIAL, SPECIAL, INDICENTIAL, OR PUNITIVE DAMAGES, HOWEVER ARISING OUT OR RELATING TO AN AGREEMNT OR THE EULA.

5.3.4   In the event of a loss of data directly attributable to the acts or omission of NTT 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 5.3.2. The limitation shall not apply if NTT DATA is responsible for data backup within the context of the Cloud Services to be rendered by it.

5.3.5   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.

5.3.6   Certain NTT DATA software and solutions may be used to collect, analyze, and report data or otherwise assist Client with its legal, regulatory, or compliance obligations. Client acknowledges that Client is solely responsible and liable for compliance with laws and regulations applicable to client's business, including without limitation financial regulations and security trading and under no circumstance will NTT DATA be liable for damages arising from or in connection with Client's or any third party's obligations to comply with laws or regulations specific to Client's industry and business.

5.4. Confidentiality and Data Protection

5.4.1   Each party undertakes to treat all Proprietary Information of the other party obtained prior to and in the course of the performance of an Agreement 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 an 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 possible, all notices and legends as to its confidential or secret nature contained in the original.

5.4.2   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.

5.4.3   NTT DATA shall observe 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.

5.4.4   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 Agreement.

5.5. Trade Compliance and End-user Restrictions

5.5.1   The Client shall not Use the Software or Services under this Agreement in a way prohibited by applicable Trade Compliance Laws, including, without limitation, reexporting, transferring, or allowing access to the Software or Services to any country, person, or entity for which/for whom trade, export, end-user, end-use, or end-destination prohibitions would apply. The Client is responsible for compliance with all applicable Trade Compliance Laws in the Client's head office country and of other countries in the context of the Client's Use (including reexports, transfers or allowing access) of the Software or Services.

5.5.2   The Client agrees to comply with NTT DATA's Client Trade Compliance Terms, the breach of which shall be a material breach of the Agreement. The Client Trade Compliance Terms of Use are available on the NTT DATA Compliance Website (https://nttdata-solutions.com/no/about-

us/compliance/export-control-and-sanctions-compliance/) (or a successor website); and are an integral part of this Agreement.

5.5.3   Upon written notice to the Client, NTT DATA may immediately terminate the Agreement if: (a) subsequent changes in the applicable Trade Compliance Laws restrict or prohibit the delivery or performance under this Agreement; (b) the Client does not comply with NTT DATA's Trade Compliance Terms; or (c) the Client's Use of the Software or Services indicates the Client's non-compliance with applicable Trade Compliance Laws and the Client, after clarification is requested and a reasonable timeframe for response of at least 2 weeks is given, is unable to justify their Use as being compliant with applicable Trade Compliance Laws.

5.6.   Usage of Artificial Intelligence (AI)

5.6.1   NTT DATA may use Artificial Intelligence (AI) technologies to support the application provided to the Client.

5.6.2   The software application or cloud service may integrate, utilize, or rely on Artificial Intelligence (AI) technologies for various functionalities, including but not limited to automation, decision-making, data processing, and user interactions.

5.6.3   AI-Generated Outputs: The outputs generated by AI components are provided on an "as-is" basis. Client also understands that AI outputs are based on algorithms and data inputs, which may not always be accurate or error-free. Client is responsible for verifying information generated by the software before making significant decisions and consult with a human expert when necessary. NTT DATA disclaims any liability for decisions made based on AI-generated outputs.

5.6.4   Intellectual Property: AI-generated content within the software may be subject to ownership restrictions. NTT DATA retains all rights to proprietary AI models and algorithms. Client may only use AI-generated outputs within the scope of the software's intended purpose.

5.6.5   AI features may process user data in accordance with applicable privacy policies and regulations of NTT DATA. Client acknowledges and consents to the collection, processing, and potential storage of relevant data for AI functionality.

5.6.6   Client agrees to utilize AI functionalities responsibly and in compliance with applicable laws, ethical guidelines, and industry best practices. The software must not be used for unlawful, discriminatory, or harmful purposes.

5.6.7   NTT DATA reserves the right to update, modify, or discontinue AI functionalities as required, ensuring alignment with technological advancements, legal requirements, and ethical considerations.

5.7.   Duration and Termination of the Software Transfer

5.7.1   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 an Agreement in view of the circumstances after weighing

the interests of the parties. For example, good cause shall be deemed to exist if software piracy can be traced back to the Client in which the persons acting have committed a criminal offence.

5.7.2　For subscribed On-Premise Software, Cloud Services or Maintenance, if not otherwise specified in an Agreement, the following applies:

a. The arrangement ends with the expiration of an Agreement's Term.

b. 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 an 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. Should no termination take place by the of the initial term, the Agreement shall be extended automatically by a further calendar year (extension or renewal term).

c. An acquisition of additional subscribed On-Premise 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 (ii) the Client has terminated the relevant Agreement and the purchase takes place after confirmation of the termination but before termination of an Agreement.

d. After the initial term, 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.

e. If the Client is in default with the payment of fees for the Licensed Software, Maintenance, or Cloud Services for two (2) consecutive months, or in a period extending over more than two (2) months, NTT DATA may terminate an Agreement without notice. NTT DATA reserves the right to terminate for good cause, especially in the case of multiple instances or gross neglect of contractual obligations.

f. NTT DATA reserves the claim to payment that has accrued prior to termination and can demand an immediate claim to flat-rate compensation in the amount of sixty percent (60%) of the payment 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.

5.7.3　NTT DATA may, without liability for any resulting loss, terminate the Agreement in its entirety and cease delivery or provision of the Software immediately and without prior notice if NTT DATA reasonably determines that such delivery or performance would expose NTT DATA (or any Affiliate of NTT DATA) to any sanction, liability, prohibition, penalty, or restriction under any laws that prescribe Export and/or End-User restrictions (including economic sanctions or embargoes) that are applicable to the delivery or performance under the current Agreement.

5.7.4　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/or 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 such a 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 upon termination. Client shall assure NTT DATA and licensor in writing

that it and all its Affiliates and Third-party Business Partners have complied with the obligations set forth herein.

5.8. 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 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 such a 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 an applicable Agreement at the date the announced modification comes into effect and the Agreement shall continue with the changed conditions. 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 such a 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. Should the Client not assert its right to terminate, the Maintenance or Cloud Services shall continue with the amended scope of services.

5.9. Miscellaneous

5.9.1   If 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.

5.9.2   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.

5.9.3   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.

5.9.4   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 Agreement and any claims arising out of or relating to the Agreement and its subject matter shall be governed exclusively by and construed by the laws of the country (and state if applicable) 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. Unless otherwise agrees in the Agreement, 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.

5.9.5   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.