

**NTT DATA Business Solutions Global End-User License Agreement ("EULA")
Own Intellectual Property (IP) and Third-Party Software**

1 Overview

1.1 This End User License Agreement ("EULA") was prepared by NTT DATA Business Solutions AG to govern all global distribution of software other proprietary solutions developed by NTT DATA Business Solutions AG and its Affiliates ("Own IP") and Third Party Software. This EULA is between NTT DATA Business Solutions Inc. ("NTT DATA") an Affiliate of NTT DATA Business Solutions AG, and the Customer (defined in Section 1.2 below) for the delivery and use of NTT DATA Software, or Third-Party Software (collectively "Software") and related Services for the following:

- On premise perpetual software license (one-time license fees for unlimited period of time)
- On premise leased software license (subscription license for fixed period of time)
- Cloud Services
- Use of Documentation or other materials, limited or unlimited in time

The provisions of this EULA shall apply to Software or Cloud Services that have been ordered by Customer through either a separate order form, software terms and conditions agreement, license and software maintenance agreement, or other contractual document with NTT DATA (the "Agreement"). This EULA is hereby incorporated into and made a part of the Agreement.

1.2 In all contractual relationships in which NTT DATA (i) provides Software and related services to other companies or legal entities (hereinafter referred to as "Customer") and (ii) grant rights of use of the Software for an unlimited or limited period of time, this EULA shall apply on the effective date of the Agreement, unless otherwise expressly agreed in writing between the parties to the Agreement. The EULA is in addition to the Agreement and the documents relevant to the use or service (such as product or service descriptions or other applicable supplemental terms which shall be made available to the Customer upon request). In the case of other Third-Party Software, the Third Party's conditions shall apply.

1.3 This EULA shall also apply if NTT DATA's services are rendered without knowledge of Customer's conflicting conditions. The provisions of this EULA shall apply to pre-contractual relationships. In the event of a conflict between the terms of the EULA and the Agreement, the Agreement shall prevail for the Software or Cloud Services under such Agreement. In all instances the Third Party Software conditions shall prevail in the event of a conflict with the EULA or the Agreement.

1.4 The Agreement and this EULA shall become effective upon Customer's acceptance of the contractual documents required for NTT DATA's delivery of the Software and/or access to the Services.

2 General Definitions

2.1 "**Agreement**" means the license and software maintenance agreement pertaining to this EULA entered into between the Customer and NTT DATA.

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

2.3 "**Affiliate**" means any corporation, partnership, or legal entity that is owned or controlled, directly or indirectly, by the Customer, NTT DATA Business Solutions AG, or other NTT DATA third-party licensor.

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

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

2.6 "**Customer 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. Customer-specific reports). The Customer Data and the data derived therefrom do not contain any Confidential Information of NTT DATA and its licensors or partners.

2.7 "**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.

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

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

2.10 "**Documentation**" means the technical and/or functional documentation belonging to the Software and, if applicable, descriptions of roles and responsibilities, as amended from time to time, of the respective manufacturer, which is provided or made available to the Customer together with the Software .

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

- 2.12 **"Licensed Software"** means the NTT DATA Software or Third-Party Software that Customer has acquired through NTT DATA via an executed Agreement, including software that is part of Cloud Services.
- 2.13 **"Maintenance"** means the Software support/maintenance provided by NTT DATA as contained in the Agreement for the Software.
- 2.14 **"Modification"** means developments/changes to the Software that could potentially jeopardize or prevent the release capability of the Software. For the avoidance of doubt, customizing and parameterization of the On Premise Software do not constitute a Modification, but are generally permissible within the framework of the Agreement.
- 2.15 **"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, and corrections) of such NTT DATA Software made available to Customer in performance of the Agreement (through Maintenance); and (iii) all complete or partial copies thereof. If components of the NTT DATA Software contain Open-Source Software ("OSS"), such OSS components shall also be disclosed to Customer upon request at any time prior to the termination of the Agreement. Upon delivery of the NTT DATA Software, or within the scope of the product description, Customer shall receive an Open-Source description which lists the respective Open-Source components used and identifies them in accordance with the applicable provisions of the respective OSS license.
- 2.16 **"Non-Productive Use"** means the use of the Software solely for the Customer's internal training purposes to enable the Customer's permanent employees to use the Software to process the Customer's internal business transactions or for internal testing or development work in support of the Customer's productive environment.
- 2.17 **"On Premise Software"** means Software that is licensed (either for a limited or unlimited time period) and provided for installation and Use from a Client provided Designated Unit.
- 2.18 **"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.
- 2.19 **"Productive Use"** means the use of the Software exclusively for the processing of Customer's internal business transactions. Preparation for productive operation shall also constitute Productive Use.
- 2.20 **"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 Customer protect against unrestricted disclosure to third parties or which, in the circumstances of disclosure or according to its content, is to be regarded as confidential ("Confidential Information"). Excluded from this is such Confidential 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.
- 2.21 **"Release"** means any edition of the Software.
- 2.22 **"Software Development Tools"** means all development tools (software in object code and documentation as soft copy and/or hard copy) provided by NTT DATA in connection with the Software for non-productive use in the development of extensions based on the relevant Agreement. The Software Development Tools may include the Software Development Kit development version ("SDK") or may be included in the licensed ABAP workbench. The term "Software Development Tool" includes (i) all Releases, versions, or correction levels of a Software Development Tool and (ii) all complete or partial copies thereof.
- 2.23 **"Software"** means standard software of NTT DATA and other partners or licensors.
- 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 geographic territory in which the Software is installed; provided that the installation may only be made in one country at any one time.
- 2.26 **"Term"** means the agreed term 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 for which NTT DATA has licensed to the Customer.
- 2.28 **"Third-Party Business Partner"** means any third party that requires access to the Software or Cloud Services in connection with the conduct of Customer's (or its Affiliates') internal business, including, without limitation, Customer's auditors, distributors, Customers, service providers, and/or suppliers.
- 2.29 **"Third-Party Software"** means (i) all software products and related documentation to which Customer acquires rights of use under the Agreement but which have been developed for or by companies other than NTT DATA or their Affiliates and are not NTT DATA Software; (ii) all new versions (including, without limitation, releases, updates, patches, and corrections) of such Third-Party Software made available to Customer in performance of the Agreement; and (iii) all full or partial copies thereof.
- 2.30 **"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 customer or Third-Party interface or through another intermediary system.

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

3 Ownership and Intellectual Property Rights

All rights to the Software, regardless of whether it is offered on a permanent, temporary, or service basis—including copyright, trade secret, trademark, and all other intellectual property rights, documents, program concepts (such as methods, best practices, ideas, and know-how), other protected information provided within the scope of delivery, Agreement negotiation, and execution (including subsequent performance and/or Maintenance)—are and shall remain exclusively vested in, and be the sole and exclusive property of NTT DATA and/or the respective Partners or NTT DATA Licensors (e.g. Microsoft). NTT DATA and its Partners and/or NTT DATA Licensors retain all rights to the Software and Proprietary Information not expressly granted to Customer under this EULA or Agreement. All Use rights shall remain exclusively with NTT DATA, its Partners, and/or Licensors. The Customer is not granted any rights to (or in relation to) the source code of the Software. The Customer shall only be granted non-exclusive rights to the Software as forth in the Agreement and EULA.

4 Granting of Use Rights/License

In consideration for the fee set forth in the Agreement, NTT DATA grants the Customer use rights to the Software to the extent specified in the Agreement. Depending on which model the Customer chooses for the Software, the following conditions apply:

4.1 General conditions

4.1.1 Extent of Use and Users - The Customer may only Use the Licensed Software or Cloud Services to the extent stipulated in the Agreement. The right of Use is limited to the contractual software or services to the extent set forth therein, even if the Customer could access other software or service components. The Customer must have the necessary rights of Use for all persons (Customer employees, Affiliates, and Customer Third-Party Business Partners) who use the Software or Cloud Services (directly and/or indirectly). The Customer may permit Authorized Users to use the Software or Cloud Services 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 terms of the Agreement. Access data for the Cloud Services or a Defined User license may not be used more than once or by more than one person at the same time. However, they may be transferred from one person to another if the original user is no longer authorized to use the Cloud Services or the Software (e.g. because of termination of employment).

The Customer shall be liable for the acts and omissions of its Authorized Users, Affiliates, and Third-Party Business Partners and shall require them to use the provided Cloud Services, Software, and/or Documentation or other Materials in accordance with this EULA and the Agreement.

It is not possible to return or exchange Usage Metrics and Defined Users if the actual usage is less than expected or if actual usage changes.

A license key may be required for use of other Licensed Software. Access data is required for the Use of Software and/or Cloud Services:

a) Authorization of the Customer to Use the Software or Services for the Benefit of Affiliated Companies - Customer is authorized to Use the Software, the Third-Party Database, and the Cloud Services for Productive Use for its Affiliates provided that (i) the Affiliate has confirmed in writing that it will comply with the terms of the EULA; (ii) rights of Use have been acquired for all persons using the Software directly and/or indirectly for the Affiliate; and (iii) the Software and the Third-Party Database are not installed at the Affiliate's sites. Customer shall provide NTT DATA with a list of its Affiliates in writing prior to execution of the Agreement, which shall be incorporated into the Agreement.

b) Authorization of Third-Party Business Partners to Access the Software - Customer is authorized to allow Customer's Third-Party Business Partners to access the Software or Cloud Services to assist Customer in conducting its internal business transactions; provided that (i) each Third-Party Business Partner with access to the Software or Cloud Services enters into a non-disclosure agreement with NTT DATA; (ii) all Third-Party Business Partner's personnel accessing the Software or Cloud Services, directly or indirectly, shall be considered an Authorized User; (iii) Third-Party Business Partners access to the Software or Cloud Services is expressly limited to screen access only; (iv) Third-Party Business Partners will not have access to the source code of the Software; and (v) Third-Party Business Partners will not use the Software or Cloud Services to conduct their internal business transactions or to operate or manage their own business.

4.1.2 Prohibitions of Use and Obligations of Customer - Customer agrees that it will not: (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 the source code, Documentation, or other materials thereunder, or create derivative works thereof; provided, however, that Documentation may be copied for internal use to the extent necessary; (b) use any Software or Cloud Services in a manner that violates any applicable law, including but not limited to the transmission of information or data that is unlawful or infringes any third-party proprietary rights; (c) use the Software or Cloud Services to develop application or interface functionality with, or provide access to, the functionality of the Software or Cloud Services or any database used with the Software or Cloud Services, except through the use of permitted software development tools; (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, sublease, or otherwise make the Software or Cloud Services available to any third party, except as expressly permitted under this EULA.

4.1.3 Intellectual Property Rights & Infringement of Intellectual Property Rights - The Software, including without limitation, any and all related source code, object code, materials, designs, techniques, methods, inventions, forms, formulas, and other works of authorship and any extracts or derivatives, shall remain the sole and exclusive property of NTT DATA or its licensors, which owns and retains all rights, title, and interest in and to the Software under copyright, trade secret, trademark, patent, and other

intellectual property laws. Customer shall in no event infringe the rights of NTT DATA or its licensors or other partners in the Software or Cloud Services. Customer is responsible for monitoring proper use. If Customer recognizes, suspects, or becomes aware that an infringement or breach of contract is imminent or has occurred, NTT DATA must be informed immediately. NTT DATA or its licensors or other partners and their agents shall be indemnified by the Customer against all third-party claims that are based on an unauthorized or illegal use of the Software or Cloud Services by the Customer or that have been made with the Customer's approval.

4.2 In the case of Cloud Services, NTT DATA shall be entitled to temporarily block Customer's access (e.g., usernames and passwords) to the Cloud Services for the purpose of loss prevention if, and to the extent there is a reasonable likelihood that the continued use of the Cloud Services by Customer, Authorized Users, or any third party in breach of this Agreement could adversely affect the Cloud Services, other customers, or the rights of third parties in a manner that requires immediate action for loss prevention. NTT DATA will promptly notify Customer of any such suspension. To the extent circumstances permit, Customer will be notified of such blocking in advance, in writing or by email. NTT DATA shall limit the blocking in time and scope as is reasonable under the circumstances.

Conditions for On Premise Software (perpetual or leased):

a) General - NTT DATA grants to the Customer the non-exclusive right to Use the Licensed Software (whether delivered in source or object code), either perpetual or terminable in accordance with Section 14. If the Customer leases the Licensed Software for a certain period, the right of Use shall only apply for the agreed lease period. This right includes the Documentation as well as other Proprietary Information and the Third-Party Database (if licensed by NTT DATA) provided by NTT DATA to Customer for Productive and Non-Productive Use at the specified location(s) in the Agreement. The Customer accepts this granting of rights of use and acknowledges that Customer has read and understood the conditions of use before signing. Customer is not permitted (i) to use the Software, other Proprietary Information, and the Third-Party Database other than for itself and its Affiliates without permission in Data Center Operations (see section 4.2 b); (ii) to provide training to third parties, except to the extent expressly provided for in this EULA; or (iii) to use the Software for the control of power plants or means of mass transportation. The Use right refers only to the current version of the Software.

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

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

b) Storage location and use in Data Center operation - 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 Customer or one of its Affiliates.

If the Customer 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), this shall require a separate corresponding agreement. The Customer shall not use the Software, other Proprietary Information, and the Third-Party Database in the Data Center Operation without such an agreement.

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

Customer may transfer the rights granted to it for perpetual Licensed Software (including Software acquired through any subsequent licenses or through Maintenance) to a third party (the new user) 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) Customer providing the new user with the terms and conditions of Use and transfer of the Software; (ii) Customer completely and permanently discontinuing and abandoning Use of the Software; and (iii) Customer 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 set forth herein shall also apply in the event of corporate transformations and legal successions. The Customer may not pass on to third parties Software which Customer acquired in a manner other than according to the Agreement and this EULA. .

d) Archival copy, copy restrictions, origin notes to be reproduced - Customer may make one (1) copy of the Software for archival purposes and such number of backup copies of the Software as is consistent with Customer's regular backup procedures. Customer shall document the number and location of all originals and copies of the Software. The Customer 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. Customer shall affix notices of copyrights, trademarks, service marks, or other proprietary rights of NTT DATA or its licensors or other partners to all copies, in whole or in part, of the Software, Documentation, Third-Party Database, or Proprietary Information in the same form and location as such notices appear on the originals. Under no circumstances may Customer remove such notices.

e) Modifications, Changes, Extensions, and Add-Ons - Any Modifications or Add-Ons developed for Customer or available as a product or Software by NTT DATA, or any other third-party licensor or any of their Affiliates, shall be governed exclusively by the terms of the applicable Agreement and shall not be subject to this Section 4.2 (e).

The Customer is not entitled to create, use, or make available to third parties Modifications or Add-Ons to the Licensed Software unless expressly permitted to do so by law or in accordance with this Section. Modifications may only be made in relation to the Software supplied to the Customer by NTT DATA in source code.

Customer acknowledges that even minor changes, extensions, Modifications of the Software, or other interventions 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. Customer 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 Modifications or Add-Ons to the Licensed Software. NTT DATA shall not be obligated to remedy any malfunctions arising in connection with changes, extensions, Modifications, Add-Ons, or other interventions 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 Customer 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 their provision is impeded by Modifications or Add-Ons to the Licensed Software.

These Modifications and Add-Ons may only be used together with the Licensed Software and only in accordance with the right to Use the Licensed Software. Modifications and Add-Ons may not (subject to the further restrictions herein) be suitable for the following: circumventing the contractually agreed restrictions and/or enabling Customer to access Software for which it has not licensed or otherwise acquired any rights of use or making accessible or available any information about the Software.

Customer acknowledges that the Software is continuously developed and modified by NTT DATA, its licensors, and/or other partners in accordance with their release and development strategy. NTT DATA, its licensors, and/or partners shall be entitled 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 Customer; neither party being entitled to copy the Customer's source codes. Customer agrees not to assert any IP rights in such Modifications or developments against NTT DATA, its Affiliates, and/or its licensors or other partners.

If Customer opts for certain preset solutions, Add-Ons, or other best practice solutions, the full functionality or compatibility of the Licensed Software may not be guaranteed.

f) Decompiling - The Customer may not disassemble, decompile, reverse engineer, or use any other method to obtain the source code of the Software. However, the Customer shall have the right to decompile the Software to the extent necessary to achieve interoperability with another program, if it complies with applicable law and the provisions set forth in this EULA.

To that end, prior to any decompilation of the Licensed Software, Customer shall request from NTT DATA (or its licensors or other partners) in writing to provide the information and documents necessary to establish interoperability within a reasonable time. Prior to the involvement of third parties, the Customer shall provide NTT DATA or its licensors or other partners with a written declaration by the third party that the latter undertakes directly vis-à-vis NTT DATA (or its licensors or other partners) to comply with the provisions contained in Sections 3 and 4 of this EULA.

g) Rights to new versions of the On Premise Software - If the Customer receives copies of new versions of a Licensed Software (e.g. within the scope of Maintenance) from NTT DATA, which replaces a previous version, the right of use granted to the Customer shall exist exclusively regarding the most recently received version. The right of use with respect to the previous version shall expire as soon as the Customer implements the new version for Productive Use. However, the Customer may use the new version for test purposes alongside the old version in Productive Use for a period of three (3) consecutive calendar months.

4.3 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 Customer. The Customer shall be responsible for sufficient server hardware and, if applicable, system software. NTT DATA can provide release-dependent minimum requirements upon request by the Customer. NTT DATA reserves the right to amend these requirements.

Delivery shall be effectuated, at NTT DATA's option, either by (i) NTT DATA making the Licensed Software available to Customer for download; (ii) in the case of NTT DATA Software, making it available to Customer 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 Customer (download letter), delivery shall be deemed to have taken place upon notification to Customer that the Licensed Software is available for download.

If the Customer does not accept the Licensed Software on the agreed date despite a reasonable grace period (receiving), NTT DATA may, without prejudice to its contractual rights arising from default, withdraw from the Agreement and demand liquidated damages (due immediately in a lump-sum in lieu of performance) in the amount of twenty-five percent (25%) of the total remuneration accruing up to the date on which the Customer 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 Customer that NTT DATA has incurred a higher or lower damage. NTT DATA is entitled to exercise other claims owing to late payments.

4.4 Conditions for Cloud Services

4.4.1 Use Rights - NTT DATA grants the Customer the non-transferable worldwide right to use the Cloud Service (including its implementation and configuration), the Cloud Materials, and Documentation exclusively for the processing of the internal business

transactions of the Customer and its Affiliates in accordance with the Agreement, 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 the 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 Customer.

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

c) Access via apps and On-Premise Software components - 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 Customer (including updates). If On-Premise Software components are delivered from NTT DATA, the conditions for On-Premise Software apply.

4.5.2 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.

4.5.3 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 Customer, provided that such failure has not insignificantly impacted Customer'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; four (4) consecutive calendar months; or five (5) or more calendar months in any twelve (12) consecutive month period, Customer shall have the right to terminate the affected Cloud Service upon thirty (30) days prior written notice to NTT DATA after the conditions occur, with the burden of proof on Customer. Termination shall be effective as of the end of the calendar month following NTT DATA's receipt of the thirty (30) day notice.

4.5.4 Customer Data - NTT DATA and its Affiliates may perform analyses using (partially) anonymized or aggregated Customer Data and information resulting from Customer'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 agreed, personal data in the Customer Data will only be used to provide the Cloud Service.

4.5.5 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, which is referred to in the Agreement, in accordance with the applicable data protection regulations.

4.5.6 Access to Data - During the term of the Cloud Service, the Customer has the option to access, retrieve, and export the Customer 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 Customer shall agree on a reasonable method for enabling the party making the request (ordering party) access to the ordering party data. Prior to the termination of the Agreement, the Customer may perform a final export of the Customer Data from the Cloud Service in accordance with the agreed method with NTT DATA. After the termination of the Agreement, NTT DATA shall delete or overwrite the Customer 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.

5 Overuse, System Measurement (license audit), Additional Purchase

5.1 Customer shall be responsible for monitoring proper use and shall immediately notify NTT DATA in writing of any use in excess of any Agreement, including but not limited to any use exceeding the Usage Metrics. In the case of such excess use, Customer shall be obligated to sign an extension agreement showing the additional usage and the additional fees. The corresponding fees shall be due as of the day on which the overrun exists.

5.2 Any use of the Licensed Software or Cloud Services that goes beyond the Agreement shall be communicated to NTT DATA in writing and requires a separate agreement on the additional scope of use (additional purchase). The additional purchase shall be made on the basis of the price lists and metrics of NTT DATA, its licensors, or partners valid at the time of the additional purchase.

5.3 NTT DATA or a third party authorized by NTT DATA:

- a) shall be entitled to verify the use of the Licensed Software (once per year) and in accordance with applicable standard

procedures of the Software owner by survey. Surveys shall take place regularly in the form of self-reports using surveying tools or similar procedures. Customer agrees to create 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 form (e.g. txt. pdf).

b) may also carry out remote surveys if the self-disclosure by the Customer was refused, did not provide any meaningful results, or there are objective indications of a violation of rights by the Customer. NTT DATA or a third party authorized by NTT DATA may carry out on-site surveys if the remote survey was refused, did not provide meaningful results, or there are objective indications of an infringement of rights by the Customer.

5.4 The Customer 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 to the extent necessary in the case of remote surveys and on-site surveys. NTT DATA shall give Customer reasonable notice of on-site surveys. Customer's confidentiality interests as well as the protection of its business operations against impairment shall be considered in an appropriate manner. The reasonable costs of the survey shall be borne by the Customer if the results of the survey reveal Customer Use is not in accordance with the Agreement.

5.5 If it becomes apparent during the measurement or in any other way that the use of the Licensed Software by the Customer exceeds the Agreement, a contract for additional purchases shall be required. Previously agreed-upon purchase terms, including agreed discounts, shall not be applicable. NTT DATA reserves the right to claim damages and interest on any arrearage.

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

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

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

6.2 Unless otherwise expressly set forth in the Agreement, in the case of NTT DATA Software, Customer shall only acquire the usage rights for the country/language version specified in the Agreement. In countries where such use is not permitted due to Export Law, the use of the Software or Cloud Services is not allowed.

6.3 Software may only be used in the country in which it was purchased unless otherwise set forth in the Agreement.

7 Condition of the Software and Services and Obligations of Customer

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

7.2 The Customer is responsible for understanding the essential functional features of the Software or the Cloud Services and their technical requirements (e.g. database, operating system, hardware and data carriers, and internet connection). Customer bears the risk that the Software or Cloud Services will meet its requirements and areas of use.

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

7.4 Customer 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 Customer 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. Customer's contact person must be able to make the necessary decisions for the Customer or to bring them about without delay. In case of a change of the contact person, Customer shall inform NTT DATA immediately in writing.

7.5 The Customer shall thoroughly test the Licensed Software for freedom from defects before commencing its operational use immediately after receipt of access authorization to the Software (usually within 10 days after receipt). This shall also apply to Software which Customer receives within the scope of subsequent performance and Maintenance. The Customer shall communicate complaints immediately in writing with a detailed description of the problem by Customer's dedicated contact person according to section 7.4.

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

7.7 The Customer shall bear any disadvantages and additional costs arising from Customer's breach of its obligations.

7.8 Any delay or nonperformance of any provision of this EULA (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of 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 conditions preventing performance.

8 Fees, Payment, Taxes, Reservation

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

8.2 All prices are subject to the applicable statutory value added tax or other country specific sales or use tax. If NTT DATA is required to pay taxes, Customer shall reimburse NTT DATA for such amounts. Customer hereby agrees to indemnify NTT DATA for any Taxes and related costs, interest, and penalties paid or payable by NTT DATA.

8.3 In the case of OnPremise perpetual Software Agreements, an invoice shall be issued after delivery of the Licensed Software.

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

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

8.6 Payments shall be made to the account specified in the invoice and shall be due and payable within ten (10) calendar days of the invoice date. After the due date, NTT DATA may charge default interest in the amount of the applicable default interest rate. After prior written notice, NTT DATA may suspend Customer's use of the Cloud Service or Maintenance or leased On Premise Software until payment is made.

8.7 The Customer may only offset undisputed or legally established claims and may only base a right of retention on undisputed or legally established claims.

NTT DATA may change the fees for Maintenance or Cloud Services by sending written notice to Customer in accordance within a notice period specified in the Agreement. The new fees will be effective starting January 1st of the next calendar year.

If the Customer 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, the new fees shall be deemed to have been agreed upon. NTT DATA shall point this out in the adjustment declaration.

9 Warranties, Defects as to Quality, Defects in Title, Other Faults

9.1 Exclusions - The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; (ii) if the defect is caused by a Modification or Add-on by Customer or its third-party software provider; or (iii) to any Customer unlicensed activities. 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 Customer's business requirements.

9.2 Warranties on On-Premise Software

a) Applicability for all countries under this EULA - NTT DATA warrants that the Software will substantially conform to the specifications contained in the Documentation for six (6) months following delivery.

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

9.3 Warranties on leased Software (On-Premise), and Cloud Services

NTT DATA warrants that the leased Software (On-Premise) or the Cloud Service will meet the specifications stated in the Agreement during its term. NTT DATA shall remedy defects in accordance with Section 9.4. Defects existing prior to execution of the Agreement shall be excluded. If NTT DATA has not remedied the defect after expiration of a cure period of reasonable length and if Customer's use of the leased Software (On-Premise) or Cloud Service is reduced more than insignificantly, the Customer shall be entitled to the remedies under Section 9.4.

9.4 Remedies - In the event of a proven material defect, NTT DATA will, at its sole option, repair or replace the nonconforming Software or re-perform the deficient Cloud Service. The rectification of defects may also consist of NTT DATA offering the Customer reasonable options to avoid the effects of the defect. The foregoing remedy can also be effectuated via telephone or written or electronic instructions provided to the Customer which the Customer is reasonably expected to be capable of implementing. If the subsequent remedy performance ultimately fails after an appropriate and agreed cure period, the Customer may withdraw from the Agreement in the case of On Premise Software or terminate the Agreement for cause with thirty (30) days prior written

notice in the case of leased Software or Cloud Services, provided that the defect is not inconsiderable, or to reduce the fees by an agreed upon amount. The fees owed under a Maintenance or Cloud Service or leased Software subscription shall be the subject of any potential right of reduction if agreed upon by the parties. The Customer must indicate in writing that it reserves the right to withdraw from or terminate the Agreement in the event of repeated failure. The requirements of Section 9.4 must be satisfied during the grace period. The limits stipulated in Section 11 shall apply to claims for damages and reimbursement of expenditures incurred as a result of a defect.

9.5 **Reporting** - Customer shall promptly notify NTT DATA in writing of any potential deficiency in the performance of the obligations under the Agreement, describing in detail the reason for such asserted deficiency. If the Customer reports a deficiency that is not demonstrable or not attributable to NTT DATA, or if the Licensed Software is not used in compliance with the Documentation, NTT DATA can claim the expenses for troubleshooting or rectification of the reported deficiency from the Customer. The additional expenses incurred by NTT DATA as a result of rectifying the deficiency shall be compensated where NTT DATA incurs expenses as a result of the Customer (a) not satisfying its duties of cooperation by operating the contractual 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 Software.

9.6 **Maintenance and Cloud Services** - Should NTT DATA not provide Maintenance or Cloud Services in accordance with the Agreement, the Customer must notify NTT DATA in writing of the nonconformance and provide NTT DATA a cure period of a minimum of ten (10) business days, within which NTT DATA shall be given the opportunity to perform the service properly or to otherwise remedy the situation. The termination of the Maintenance agreement takes the place of the withdrawal from the Agreement unless otherwise agreed to in writing by the parties. The fees owed under a Maintenance agreement may be the subject of any potential right of reduction.

10 Third Party Claims

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

If a third party asserts claims which are opposed to the authorization to Use, the Customer shall inform NTT DATA immediately in writing. Customer shall not acknowledge any claim prior to a written confirmation by NTT DATA. If the Customer discontinues the Use of the Licensed Software due to mitigation measures or for other valid reasons, the Customer shall notify the third party that such discontinuation does not constitute acknowledgement of the claimed infringement. The Customer grants NTT DATA the right to settle the dispute with the third party. The Customer shall provide the required support as well as the necessary information during the dispute with the third party. NTT DATA shall hold the Customer harmless from costs and damages resulting from the defense against such claim by NTT DATA if the Customer has complied with the conditions stated herein and if the claim is not based on the behavior of the Customer, in whole or in part.

11 Liability

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

a) Unless otherwise specified in the Agreement, each Party is fully liable for willful misconduct and fraudulent intent, damages, unauthorized use or disclosure of Confidential Information or granted license, either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data, according to relevant laws, or any failure by Customer to pay any fees due under the Agreement.

b) In cases of gross negligence and failure to meet warranty standards, NTT DATA shall only be liable in the amount of foreseeable, direct damages that should have been prevented by the breached obligation or guarantee.

11.2 In all other cases, NTT DATA shall only be liable for breaches of material obligations and to the extent stated in the liability limits indicated herein. Material obligations are those obligations that must be fulfilled for the proper execution of the Agreement, the breach of which jeopardizes achievement of the contractual purpose and compliance with which the Customer may regularly rely upon. In such case, liability is limited to foreseeable, direct, and typical damages. Moreover, total liability in such cases is limited to the fees paid under this Agreement within the prior twelve (12) months for all damages. In the case of default due to impossibility by NTT DATA, total liability is limited to a maximum of the twenty percent (20%) of the fees paid under the Agreement within the prior twelve (12) months.

11.3 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 11, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER ARISING OUT OR RELATING TO THIS EULA.

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

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

12 Confidentiality and Data Protection

12.1 In accordance with applicable trade secret laws, the parties agree to treat all Proprietary Information of the other party obtained prior to and in the course of the performance of the 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 the Agreement, such persons being subject to substantially similar obligations of confidentiality as set forth herein. Reproductions of Proprietary Information of the other party shall contain, to the extent technically possible, all notices and legends as to its confidential or secret nature.

12.2 NTT DATA and its Affiliates use the data of the Customer and/or the contact person (name, business address, and email address) to send to the Customer product information, service offers, event information, news of interest to the Customer, and other information about NTT DATA goods and services. In order to address advertisements to the Customer, 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 this to the Customer. 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. In choosing the channels of communication for advertising (by mail and, for self-promotion to existing Customers, via email), NTT DATA shall take due care to ensure that such communication represents the lowest possible level of disturbance to the Customer. The Customer or the person addressed in the advertising material may object to receiving such advertising at any time.

12.3 NTT DATA shall observe the rules of data protection law. Insofar as NTT DATA receives access to the Customer'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 parties' data protection obligations in the context of potential order processing (as part of maintenance services) result from an order processing agreement to be entered into between the parties.

12.4 Customer is responsible for the content of Customer Data and its collection in the Cloud Service or Maintenance. Subject to this Section, Customer grants NTT DATA (and its Affiliates and subcontractors) the non-exclusive right to use Customer 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 Customer's compliance with the terms of the Agreement.

13 Export Control

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

14 Duration and Termination of the Software Transfer

14.1 Software usage rights to On-Premise Software, unless leased, are perpetual usage rights which remain with the Customer in perpetuity. With an unlimited right of use, the Customer is entitled to use the Software for an unlimited period if the authorization is not revoked or terminated for good cause. Good cause shall only exist if it is unreasonable for NTT DATA to maintain the Agreement in view of the circumstances and after weighing the interests of the parties.

14.2 In the case of leased Software, Cloud Services or Maintenance, if not otherwise specified, the following applies:

- a) The arrangement will be effective upon the signing of the Agreement and ends with the expiration of the Agreement term or contract period.
- b) Unless otherwise stated in the Agreement, the initial term or contract period shall be the end of the third full calendar year following the effective date of the Agreement (minimum term). If the Agreement begins on January 1 of a calendar year, the minimum period for the agreement shall be until December 31 of the third calendar year. Should no termination take place by the time the end of the initial term, the Agreement shall be extended automatically by a further calendar year (extension).
- c) An acquisition of the Customer automatically extends the term of the Maintenance or Cloud Services Agreement by a further full calendar year. This does not apply if (i) the purchase takes place before the last calendar year of the initial term or if (ii) the Customer has terminated the relevant Agreement in due time and the purchase takes place after confirmation of the termination but before termination of the 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 Customer is in default with the payment of fees for the Licensed Software and/or Maintenance or Cloud Services for two (2) consecutive months, or for a period extending over more than two (2) months with Customer's non-payment of the fees in an amount that reaches the basic price for one quarter, NTT DATA may terminate the Agreement without notice. NTT DATA reserves the right to terminate for cause, especially in the case of multiple instances or gross neglect of essential contractual obligations. In such a case, NTT DATA reserves the claim to fees that accrued prior to termination and can demand an immediate

claim to flat-rate compensation in the amount of 60% of the fees accrued to the point at which the Customer could have ordinarily terminated the Agreement for the first time. NTT DATA is entitled to exercise other claims owing to late payments.

14.3 In all cases of termination of Customer's right of Use, the Customer shall immediately cease using the Licensed Software and the Confidential Information. No later than one month after the right of Use is terminated, Customer shall irrevocably and permanently discontinue Use of the Software and destroy all copies of the Licensed Software in any form in any unrecoverable manner or, at the request of NTT DATA or the licensors, hand over all copies of the Licensed Software to NTT DATA and the licensors. A right of retention shall be excluded. This shall also apply to any copies of the Software, the codes, and any backup copies that may have been made, unless their retention for a longer period is strictly required by law. Any use of the Software by the Customer, its Affiliates, or Third-Party Business Partners is strictly prohibited from this point in time. Customer 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.

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

NTT DATA shall be entitled to amend 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 Customer 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. The Customer is entitled to a right of termination at the date the changes take effect. If the Customer does not give written notice of termination within two (2) weeks after receipt of the notice of change, the changes shall become part of the Agreement at the date the announced modification comes into effect and the Agreement shall continue with the changes.

NTT DATA is entitled to amend 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 Customer, NTT DATA shall inform the Customer of this change in services in writing or electronically no later than three (3) months before delivery and 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 Customer is entitled to terminate the Maintenance or Cloud Services agreement early within two (2) months following the date that the amendment became effective. Should the Customer not assert its right to terminate, the Maintenance or Cloud Services shall continue with the amended scope of services.

16 General Provisions

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

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

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

16.4 Offers made by NTT DATA shall be subject to change without notice, unless it has agreed in writing to be bound by them. The NTT DATA order form or order confirmation shall be decisive for the Customer's acceptance of offer.

16.5 The parties agree that all disputes between them shall be promptly submitted for informal resolution to their respective executives with power to bind their respective company. The foregoing process shall not require a party to delay obtaining any injunctive relief or equitable remedies based on a claim arising from the other party's breach of the 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 by and construed exclusively by the law of the State of Ohio. The United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act, as amended, do not apply. All disputes will be subject to the exclusive jurisdiction of the courts located in the State of Ohio.

16.6 The Customer may transfer the rights and obligations under this EULA and the Agreement (e.g., in the case of leasing) to a third party only with the prior written consent of the NTT DATA.

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

17 Additional Software Maintenance services provisions

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

17.2 Maintenance for NTT DATA Software refers to the Customer's overall inventory of maintenance-related NTT DATA Software or the Customer's respective NTT DATA Software. The Customer must keep all installations of NTT DATA Software for which maintenance is offered (including by potential later acquisitions or NTT DATA Software acquired as part of maintenance) completely maintained by NTT DATA in order to claim Maintenance services. The Customer may terminate the Maintenance agreement for NTT DATA Software altogether or only for individual NTT DATA Software products. If the Customer 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 rather is agreed upon later, to keep the Software updated, the Customer shall pay the Maintenance fees retroactively that it would have paid for the Maintenance services as of delivery. The retroactive payment is due and payable immediately and in its entirety. This shall equally apply in the case of a termination and subsequent reactivation of Maintenance.

EXHIBIT A – Service Description for NTT DATA Software Maintenance For On Premise Software

Preamble

This Exhibit A is hereby annexed to and made a part of the EULA and Agreement specified above. This software maintenance description specifies the software maintenance services to be provided to the Customer by NTT DATA and the provision of support services for the NTT DATA standard software acquired in the licensing and maintenance contract.

1. Use of Subcontractors

Software maintenance services may also be provided in whole or in part by NTT DATA subcontractors, provided confidentiality and privacy agreements are observed appropriately. The Customer expressly agrees that NTT DATA may pass on all customer data necessary for fulfillment of the contract to these subcontractors for further processing.

2. Supported Software

2.1 NTT DATA grants support only with regard to software errors, i.e., in particular grants no support for problems arising from customer-specific adaptations of the software. The same applies for problems that have arisen due to operation of the software on a different hardware environment or in connection with a different software environment than that named in the respective documentation or on defective hardware.

2.2 In particular, for products of third parties for which the Customer has not acquired any usage rights, or NTT DATA software for which no maintenance services have been contractually ordered and/or individual software, NTT DATA will not provide any maintenance services within the scope of the EULA, even if those products are supplied along with the software.

2.3 Within the scope of the EULA, NTT DATA also specifically provides no maintenance services for problems not attributable to software disruptions, such as problems occurring due to improper installation or operation, or inadequate training of the end users. The processing of information and advising inquiries (not disruption reports) occurs in the context of any advising contract or, if no such agreement was made, in the context of a separate order. Services that result in additional costs shall be carried out for a fee as an additional service after express placement of the order.

3. Scope of Software Maintenance Services

NTT DATA shall provide software maintenance services for the Customer in the scope described below. It is the Customer's responsibility to accept the maintenance services offered by NTT DATA. Otherwise, NTT DATA shall accept no liability for errors in, or in connection with, the software that should be rectified or could already have been rectified through the maintenance service that was not accepted.

3.1 Further Development of and Corrections to the Software

In the context of the EULA, NTT DATA shall make new software versions available to the Customer as they are made generally accessible or supplied by NTT DATA. The new versions may also contain expansions of functionality. However, the Customer is not entitled to incorporate particular additional functionalities into the software. NTT DATA will determine the scope and content of the current versions at its own discretion.

3.2 Support System

The initiation and processing of reports occur via the use of a support system provided by NTT DATA that is available 24 hours a day for the initiation of reports. As a rule, all reports (disruption reports, information and advising inquiries, and other types of reports) must be forwarded to NTT DATA via this support system for processing. In exceptional situations, e.g. when there is no access to the support system, the NTT DATA Service Center is available for initiation of reports. The Customer can access the status of report processing by NTT DATA at any time in the support system.

3.3 Service Center

NTT DATA operates the Service Center from Monday through Friday, except on Public holidays (and NTT DATA recognized holidays), from 8:00 a.m. to 6:00 p.m. EST/EDT.

3.4 Help with Disruptions

NTT DATA makes qualified employees available for processing software errors and disruptions. The Customer is not entitled to the services of particular employees. NTT DATA supports customers with disruption reports by providing notes for error rectification, error prevention and error workarounds. This can also occur through telephone, written, or electronic instructions to customers.

3.5 List of definitions for assignment of priorities in the context of disruption report processing for production systems

Priority 1 “Very high”

A report of “very high” priority is justified if there are very serious negative effects on the normal process of business. Work that cannot be postponed cannot be carried out. This is generally caused by the following circumstances:

- Complete shutdown of NTT DATA software.
- Disruptions in key functions of the NTT DATA software in the production system.
- Delay in the planned start of production or upgrade within the next 3 working days.
- The report requires fast processing because the disruption can lead to substantial losses.

Priority 2 “High”

A report of “high” priority is justified if there are great negative effects on the normal process of business. Necessary work cannot be carried out. This is caused by defective or lack of NTT DATA software functionality that is urgently needed in the current situation. The report requires prompt processing because the ongoing defective functioning can lead to serious disruption of the entire production process of the business.

Priority 3 “Medium”

A report of “medium” priority is justified if there are negative effects on the normal course of business. This is caused by defective or lack of NTT DATA software functionality.

Priority 4 “Low”

A report of “low” priority is justified if there are no or only slight negative effects on the normal course of business. This is caused by defective or lack of NTT DATA software functionality that is not needed every day or is little used.

The same problem situations in test systems generally lead to a priority level that is one level lower than those in production systems.

After submitting a Priority 1 disruption report via the support system, the Customer must pay for expenses incurred by NTT DATA due to checking and preferential processing in the event that no disruption was present in the customer's production system due to the software being used and the Customer could have realized this or NTT DATA was not obligated to process the report. In these cases, NTT DATA is entitled to request appropriate reimbursement of expenses from the customer.

4. Customer Cooperation Obligations

The Customer shall provide the required support and cooperation free of charge, in accordance with the EULA and in a timely manner as part of the execution of the software maintenance services that have been ordered. Otherwise, the customer shall bear the disadvantages and added costs arising from failure to comply with cooperation obligations. The following cooperation obligations in particular are in place:

4.1 The Customer operates test systems for problem simulation and analysis for all versions supported in the context of this software maintenance agreement.

4.2 The Customer shall list the defined users for each installation who can accept maintenance services and report disruptions. These people must have the knowledge necessary for this, which is, in particular, acquired through training.

4.3 The Customer offers the possibilities for remote access via technical standard processes as per the definition from NTT DATA and adheres to them and grants NTT DATA all necessary authorizations, in particular for problem analysis in the context of report processing. The Customer grants remote access without restrictions with regard to the nationality of the NTT DATA employees who process the reports or the country where they are located. The Customer is aware that delays in report processing as well as the provision of corrections can be caused by failure to grant access and that NTT DATA may not be able to provide efficient support.

4.4 The Customer is obligated to fully maintain the master data in the NTT DATA support systems via the self services that are provided and to update that data when changes are made.

4.5 The Customer shall test the software thoroughly for freedom from defects and for usability in the specific situation before beginning with operational use of the software. This also applies for software that the customer receives in the context of the warranty and the maintenance.

4.6 The Customer shall take appropriate precautions in case the software fails to work properly, in whole or in part (e.g. through securing data, diagnosing disruptions, regularly checking results). In the absence of express written notice in a specific case, the

contractor's employees or their subcontractors can always assume that all data to which they have access have been backed up.

5. Customer technical requirements

Hardware and software must meet the requirements for use defined in the contract. The particular requirements include:

- Software tool for analysis of databases (e.g. MS Enterprise Manager)
- Telecommunications infrastructure a) fast Internet connection, if applicable with separate license b) telephone system
- Remote data transmission facilities between the Customer's systems or production systems and NTT DATA and between the Customer's systems or production systems in accordance with the technical specifications of NTT DATA.