License Terms Nexis QSEC (On-Prem)

License Terms of Nexis GRC GmbH for the product "QSEC"

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Please note: This English version of the License Terms is a convenience translation only. In case of conflicts between the German and the English version, the German version shall prevail.

Section 1 Subject-matter of these terms

(1) Nexis GRC GmbH with its registered office in Hamburg (hereinafter "Licensor") is the exclusive holder of the rights of use to the standard software product "QSEC" (hereinafter "software") and transfers to the customer (hereinafter "Licensee") rights of use (licenses) to the editions and additional modules of the software (= licensed functional scope) specified in the purchase/lease agreement concluded separately between Licensee and Licensor or one of its partners (hereinafter "License Certificate") in accordance with the provisions set out below.

(2) Licensee declares its agreement to the validity of these license terms by accepting the offer for use of the software or by installing the software, whichever occurs earlier. The license terms shall also be binding upon the Parties under the law of obligations.

(3) The provisions contained in these license terms shall take precedence over all deviating or supplementary provisions of Licensee, in particular in Licensee's general terms and conditions, terms of purchase, purchase orders or other documents. Such provisions according to sentence 1 shall not become part of the contract, even if Licensor is aware of them, unless their validity is expressly agreed. Furthermore, Licensor hereby expressly rejects any provisions conflicting with these license terms.

Section 2 Scope of usage authorisation

(1) Licensor grants Licensee a simple, non-exclusive right of use, which does not include the right to grant sub-licenses, in accordance with the provisions set out in Section 2 (2) to (12) below.

(2) Licensor offers the software in the form of different editions and additional modules, each with a different functional scope. The relevant basis of calculation for the licensing is the total number of employees of Licensee. The License Certificate specifies the total number of employees, the edition and the additional modules of the software licensed by Licensee. An overview of the editions and modules and their functional scope can be found in the document "Editions and functions of the software QSEC" provided in the purchase/lease agreement concluded separately with Licensor or one of its partners.

(3) Licensee is entitled to use the licensed edition and the licensed additional modules of the software within the scope of normal, intended use within the enterprise specified in the License Certificate and for the maximum number of licenses and the licensing variant specified in the License Certificate, either for an unlimited period of time (in which case a purchase license applies) or for a defined period of time (in which case a rental license applies), i.e. to install the software and allow it to run in accordance with its intended use.

(4) The licenses are only transferable if the transfer takes place within the entitled parties named in the License Certificate (Licensee and, if applicable, affiliated companies, etc.) and if the licenses are permanently unused. Permanently unused licenses are no longer counted as used licenses within the meaning of Section 2 (3) and are defined as entities which have been marked as "inactive" (or "outdated") within the software for more than 30 consecutive days or have had no access to the software for more than 30 consecutive days. In all other cases, the transfer is excluded.

(5) Licensee is entitled to use the software on one productive system and additionally on up to five non-productive systems with the identical data or a subset of the data imported into the productive system.

(6) Other types of use are not covered by the right of use. In particular, the software may not be rented or lent to third parties. If the software is provided on the basis of a lease agreement, Licensee shall additionally be prohibited from selling or giving away the software to third parties.

(7) If Licensee nevertheless passes the software on to third parties within the scope of a purchase agreement, Licensee shall commit the third party in writing to comply with the provisions agreed in this contract. Furthermore, Licensee is obliged to delete the software completely from all computers and to completely destroy all copies of the software. Licensee must confirm this deletion to Licensor in writing and inform Licensor of the sale.

(8) Licensee may make a back-up copy of the software provided to it electronically to the extent that this is necessary for the purpose of securing the future use of the software (e.g. in the event of a system failure). The number of back-up copies shall be limited to the absolute minimum. The back-up copy shall be identified as such, shall bear Licensor's copyright notice and shall be protected against third-party access. If the hardware on which the software is used is replaced, the software shall be deleted from the previously used hardware.

(9) Licensee is not authorised to make changes, extensions or other modifications to the software. In particular, all other rights of use remain with Licensor, and any further exploitation, in particular any modification, decompilation or reverse engineering, is not permitted. The removal of the proof of origin is also prohibited. Licensee is also not authorised to remove or bypass existing protection mechanisms of the software that have been put in place against unauthorised use, unless this is absolutely necessary to achieve trouble-free use of the program. Copyright notices and other proprietary notices within the software provided may neither be removed nor altered. The rights under §§ 69d and 69e UrhG (German Copyright Act) remain unaffected.

(10) The software has a copy protection which is used to verify compliance with the correct use of the software. The removal of or tampering with this copy protection is not permitted, subject to the rights of Licensee under §§ 69d and 69e UrhG.

(11) Any use of the software provided by Licensee beyond the agreed scope shall be deemed a breach of contract. In this case, Licensee is obliged to notify the overuse without undue delay and to enter into an agreement on relicensing (with adequate remuneration) with its contractual partner on the basis of its contractual partner's valid price lists. Any copyright claims of Licensor shall remain unaffected. This provision shall also apply in particular if the software was provided by a partner of Licensor.

(12) Any defects occurring in the software will be remedied within the scope of the liability for defects owed by the respective seller or within the scope of a valid support contract.

Section 3 Licensee's obligations

(1) Licensee is obliged to provide a functioning and adequately dimensioned hardware and software environment for the software, as recommended in the product description. This is the sole responsibility of Licensee. Licensee must ensure that the copy protection is available on the computer system on which the software is operated.

(2) Licensee is obliged to take adequate precautions in case the software does not work properly in whole or in part. Such adequate precautions consist in particular of adequate and regular data backups as well as regular checks of the data processing results.

(3) Licensee shall assist Licensor free of charge in identifying and remedying errors and shall grant access to the documents from which the detailed circumstances of the error can be derived. Any delays in the duty to provide assistance for which Licensee is responsible shall extend the periods for subsequent performance.

(4) Licensee must take all reasonable precautions to prevent unauthorised third-party access to the software and the documentation of the software. Third parties may not be enabled, either directly or indirectly, to use the software and the documentation of the software.

(5) Unless Licensee expressly indicates otherwise in advance, Licensor may assume that all of Licensee's data with which it may come into contact are backed up.

Section 4 Rights in respect of defects

(1) If Licensor is the seller or lessor of the software, Licensee shall be entitled to the statutory rights in respect of defects, unless otherwise provided in these terms. Licensee

shall grant Licensor a period of time for subsequent performance that is reasonable in the circumstances of the individual case, whereby the type of subsequent performance shall be at Licensor's own discretion. Errors may also be remedied in the form of updates/upgrades if this is appropriate for the type of defect.

(2) The warranty is excluded for defects whose causes are based on actions of Licensee, in particular improper handling of the software, non-compliance with the installation instructions as well as improper changes to the software made without the written consent of Licensor.

(3) In the event of a purchase, Licensee is obliged to notify Licensor or the respective seller in writing of any defects in the software no later than ten (10) days after their discovery, insofar as Licensee is subject to the commercial obligation to give notice of defects. The notice must contain a description of the defect in as much detail as possible. Upon expiry of the ten (10) days, the defect shall be deemed accepted.

(4) Claims for defects become statute-barred after twelve months. This applies to both primary and secondary claims, unless a case of Section 5 (1) applies.

(5) As long as Licensee has not fully paid the remuneration due under the respective contract which corresponds to the value of the defective performance, and Licensee has no legitimate interest in retaining the outstanding remuneration, Licensor shall be entitled to refuse subsequent performance.

(6) If a third party asserts against Licensee that a performance of Licensor infringes its rights, Licensee shall notify Licensor without undue delay. Licensor and, if applicable, its upstream suppliers shall be entitled, but not obliged, to defend against the asserted claims at their own expense, insofar as this is permissible. Licensee is not entitled to acknowledge third-party claims before it has given Licensor an adequate opportunity to defend against the rights of third parties in another way.

Section 5 Liability

(1) Licensor shall be liable for intent and gross negligence. In the case of slight negligence, Licensor shall only be liable on the merits in the event of a breach of an essential contractual obligation, the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner may regularly rely, as well as in the event of damage resulting from injury to life, body or health or on the basis of given guarantees.

(2) In the event of slight negligence, liability shall be limited in amount to the amount of the foreseeable damage, the occurrence of which must typically be expected. In any case, liability for slight negligence is limited in amount to the sum covered by Licensor's liability insurance for financial losses of EUR 50,000 per insured event.

(3) Licensor shall not be liable for any lack of economic success of Licensee through the use of the software. The Parties understand this to mean any positive developments, intended by Licensee, of one or more key figures which provide information about the economic activity in a certain period. Typical key figures here are profit, but also rationalisation or scaling effects. Licensor is therefore not liable for Licensee actually achieving an increase in its activity through the software, since this depends on many other factors that cannot be influenced by Licensor.

(4) Licensor shall be liable for the loss of data and its recovery only to the extent that Licensor is at fault and if such loss of data could not have been avoided even by reasonable and regular data backup measures on the part of Licensee. The liability of Licensor shall be limited in amount to the typical recovery effort.

(5) The above limitations of liability shall also apply in favour of the employees and vicarious agents of Licensor.

(6) The above limitations of liability shall not apply to liability under the ProdHaftG (German Product Liability Act).

Section 6 Termination

(1) In the case of a rental license, the right of use expires at the end of the contract term. Regardless of the type of contract, Licensor shall be entitled to extraordinary termination of the license in the event of significant breaches of contractual obligations by Licensee. The right of use of the software expires upon receipt of the notice of termination. Regardless of the type of contract, Licensor reserves all rights and claims, in particular claims for damages, arising from a breach by Licensee of its obligations under this contract.

(2) Upon termination of the contract, Licensee is obliged to destroy all existing original data carriers and copies of the software without undue delay and to confirm the destruction to Licensor in writing.

Section 7 Other provisions

(1) All modifications and amendments to these license terms must be made in writing. This also applies to a modification of this written form clause itself. No oral ancillary agreements exist.

(2) Licensee may only set off against claims of Licensor with claims that are undisputed or have been established by a final court decision. Licensee shall only be entitled to assert a right of retention on account of counterclaims arising from this contractual relationship. The assertion of rights of retention by Licensee from earlier or other legal transactions is excluded.

(3) Licensor does not assume any manufacturer's guarantees for the software unless a part of the software is expressly designated in writing as "guaranteed".

(4) Licensor is entitled to assign the rights and obligations under this contract to third parties without the consent of Licensee. In the event of assignment, Licensor shall be responsible for the proper performance of Licensor's obligations set out in this contract. In this case, Licensee has the right to terminate this license agreement for cause.

(5) The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(6) Should individual provisions of this contract be or become invalid, the validity of the remaining provisions shall not be affected. In that case, the Parties shall endeavour to replace the invalid contractual provision with an appropriate provision that comes as

close as possible to the purpose intended by the invalid provision. In all other respects, the statutory provisions shall apply.

(7) The exclusive place of jurisdiction for disputes arising from this contractual relationship shall be the registered office of Licensor if Licensee is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany. However, Licensor is also entitled to bring an action at Licensee's registered office.

(8) This contract is binding in the German language version.

Date of version of the license terms: 1 April 2025