Support Conditions Nexis QSEC (On-Prem)

Support Conditions of Nexis GRC GmbH for the product "QSEC"

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

Recitals

(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 has already granted the customer (hereinafter "Licensee"), by separate contract (License Terms), rights of use (licenses) to the editions and additional modules of the software specified in the purchase/lease agreement concluded between Licensee and Licensor or a partner affiliated with it (hereinafter "License Certificate").

(2) Support services for Licensee are provided for the version and modules of the software specified in the purchase/lease agreement concluded with Licensor or one of its partners on the basis of these support conditions.

(3) Licensee is an enterprise and uses the software in its own organisation for work within the framework of its ISMS (Information Security Management System).

Firmensitz Hamburg | Geschäftsführung: Dr. Heiko Klarl, Dr. Michael Kunz | Amtsgericht Hamburg | HRB 82211
USt-IdNr. DE219013923 | Sparkasse Regensburg | BIC: BYLADEM1RBG | IBAN: DE 11 7505 0000 0027 8855 57

Section 1 Subject matter of the contract

(1) Licensor provides support for the software in accordance with the following provisions and the specifications in the respective contract. Licensor's obligations relate exclusively to the current major version of the software and, for a period of 12 months from the release of a new major version, also to its respective predecessor version[1].

(2) The software support comprises the elimination of errors and the provision of updates (corresponds to the provision of a new minor version) and upgrades (corresponds to the provision of a new major version) of the software.

(3) Other services in connection with the software, in particular a hotline service for Licensee's questions on the software, installation and configuration services, customising and/or training measures, are not the subject matter of these support conditions.

(4) The elimination of malfunctions and damage caused by improper handling on the part of Licensee, by the influence of third parties or by force majeure is likewise not the subject matter of these support conditions. However, it may be agreed in individual cases against separate remuneration. The same applies to damage and malfunctions caused by environmental conditions at the place of installation, by faults in or failure of the power supply, defective hardware or other influences for which Licensor is not responsible.

(5) Licensee may only claim Licensor's support under these conditions for all licenses for the software acquired by Licensee. It is not possible to claim Licensor's support services for only a part of the licenses acquired.

(6) The maintenance of the hardware, of third-party software (e.g. operating system, system-related software) and of changes made by Licensee or third parties in order to establish the interoperability of the software with third-party software (e.g. interfaces to other software products) is not the subject matter of the contract.

[1] The major version number of the software (major release) is expressed by the first digit of the version number, the minor version number (minor release) by the second digit of the version number (example: version number 7.1 corresponds to major version "7" in minor version "1"). The version number can be viewed in the administrative area of the software.

Section 2 Error rectification

(1) Whether an error exists is determined by the descriptions of the program in the existing materials (user manual of the software version operated by Licensee) and the services specified therein for use in accordance with the contract. Accordingly, an error exists in particular if the software does not fulfil the functions specified in the user manual of the software version operated by Licensee, aborts the run in an uncontrolled manner or otherwise does not work properly, so that use of the software is not only insignificantly restricted or is impossible.

(2) An error within the meaning of this contract does not exist if the malfunction is due to improper handling of the software, in particular deviation from the installation and usage instructions (user manual), or use in a hardware and software environment not intended for this purpose.

(3) A not merely insignificant restriction of the use of the software exists if an appropriate, economically reasonable use of essential parts of the software is no longer possible, or is only possible to an unreasonably restricted extent, due to an error in the software.

(4) Licensor shall, using the means available to it, begin rectifying the error within a reasonable period after receipt of an error report from Licensee. Licensor shall also endeavour to offer Licensee a workaround solution.

(5) The response time is determined by the circumstances of the individual case, in particular the severity of the error, and is defined as the time required by Licensor to begin rectifying the error. Unless there are special circumstances, the following error classes and response times apply for error rectification:

Error class	Problem description	Actions
Error class 1: No work possible	It is not possible to use the software or essential parts of the software; the software is either not executable or arbitrarily aborts its function.	Licensor will accept the error within one (1) business day and, within a further three (3) business days after accepting the error and receiving the materials necessary for the error analysis (see Section 4 (1)), begin rectifying the error and, if necessary, restore operability by means of a workaround solution.
Error class 2: Work critical	The use of essential parts of the software is only possible to a very limited extent; the user is severely restricted in his work.	Licensor will accept the error within one (1) business day and, within a further five (5) business days after accepting the error and receiving the materials necessary for the error analysis (see Section 4 (1)), begin rectifying the error and, if necessary, restore operability by means of a workaround solution.
Error class 3: Minor errors	The software can be used without significant restrictions; the work results are usable.	The error is rectified as part of the next functional update.

(6) The categorisation of errors shall generally be agreed between Licensor and Licensee. If no agreement can be reached, Licensor shall decide.

(7) If the error is reported outside Licensor's business hours (Monday-Friday, except on public holidays at Licensor's registered office; 9:00 am-5:00 pm), it shall be deemed to have been reported at the beginning of the next business hours. If a deadline is calculated in days, the deadline ends at the end of the respective business hours of that day.

(8) If Licensor does not succeed in rectifying the error within a period appropriate to the severity of the error, Licensee may - after setting a grace period for the error rectification twice - terminate the support contract (in the case of an underlying software purchase) or the lease agreement (in the case of an underlying software rental).

(9) Licensee is obliged to accept the work after the rectification of errors of classes 1 to 2. Upon completion of the work, Licensor shall notify its readiness for acceptance. Licensee

shall declare acceptance or, within 14 days of notification of readiness for acceptance, communicate reasons entitling it to refuse acceptance. If Licensee does not make a declaration within this period, the services shall be deemed accepted.

(10) Licensor shall choose the type of error rectification (repair or replacement delivery). If the error is rectified by supplying a new software version, a patch or an update, Licensee is obliged to install it. Otherwise, Licensor is not responsible for any errors that occur. At Licensee's request, the installation will be carried out by Licensor against separate remuneration.

(11) Furthermore, an error within the meaning of this contract does not exist if, in the case of interface programming and data transfer work or the installation of patches or updates by Licensor, non-deliveries, delays in the services or increased effort result from Licensee not communicating a change in the requirements to Licensor.

Section 3 Updates

(1) Licensor supplies Licensee with software updates, among other things for error rectification or for the further development of the software. The number of updates is at Licensor's discretion, taking into account the number and type of errors that occur and the resulting functional impairments of the software.

(2) Updates are installed either on site at Licensee's premises or via remote access to the computer system on which the software is operated.

(3) Licensee will install patches and updates in order to keep the software up to date and in particular to rectify errors.

(4) Licensee has no claim to an adaptation of the software due to statutory changes affecting Licensee that are not included in the scope of the license. In such a case, the adaptation will only be carried out if expressly commissioned and against corresponding additional remuneration to be agreed.

(5) Licensee's rights of use to new versions and other corrections of the software correspond to the rights of use to the previous version of the software. With regard to the rights of use, the rights to the new versions and other corrections replace the rights to the previous versions and other corrections.

Section 4 Licensee's duties to cooperate

(1) Licensee shall support Licensor free of charge in the fulfilment of the contractual performance obligations. In particular, in the case of error reports, Licensee will describe the symptoms as well as the hardware and software environment in as much detail as possible and provide Licensor with further relevant information, e.g. the number of affected profiles and the like. Malfunctions shall be made available to Licensor in reproducible form as far as possible. Any delays in the duty to provide support for which Licensee is responsible shall extend the periods for rectification.

(2) Furthermore, Licensee shall grant the employees of Licensor entrusted with the support services access to the computers on which the software is installed.

(3) Licensee shall comply with Licensor's suggestions for troubleshooting and error rectification.

(4) Licensee is obliged to carry out sufficient and regular data backups which enable lost data to be reconstructed with reasonable effort.

Section 5 Remuneration

(1) In the case of a software purchase, the support fee is calculated as a certain percentage of the purchase price of the software and is quantified in the corresponding purchase agreement (see Recitals para. (1)). Unless otherwise provided in the respective contract, the support fee in the case of a purchase is an annual fee from the 13th month after the acquisition of the software. The amount stated in the respective contract is exclusive of statutory value added tax. In the case of a software rental, support is included in the monthly rental price.

(2) In the case of a purchase, the support fee is payable annually in advance.

(3) The Parties agree that, in the case of a software purchase, the first 12 months of support are granted free of charge because the errors of error classes 1 and 2 to be rectified under this contract are thereby covered by the warranty owed under the software purchase agreement. Under the separately concluded purchase agreement, the warranty period for these defects is one year. For the period of one year after conclusion of the contract, the rectification of such errors is therefore covered by the purchase price.

(4) Further services going beyond the services owed under this contract shall be remunerated separately as agreed with Licensor.

Section 6 Contract term

(1) The support contract enters into force upon signature by both Parties. In the case of a software purchase, the contract term is specified in the corresponding purchase agreement (see Recitals para. (1)). If the software is rented to Licensee, the contract term corresponds to the duration of the rental and ends automatically upon expiry of the rental period.

(2) If the support contract is terminated after a software purchase, it can only be resumed retroactively to the date of termination. In this case, the support fees are incurred retroactively from the day of the original termination and are invoiced by Licensor with the first invoice after the resumption of the support contract.

(3) Licensee may terminate this contract without notice if, in the event of a significant software defect within the meaning of Section 2 (3) of this contract, Licensor cannot prove that it has begun to rectify it within a reasonable period, or if the error could not be rectified within a reasonable period and Licensee has thereby suffered not merely insignificant damage.

(4) The right to extraordinary termination for good cause remains unaffected.

(5) Terminations must be made in writing.

Section 7 Rights in respect of defects

(1) Insofar as the services provided by Licensor are work services, Licensee shall be entitled to the statutory rights in respect of defects after acceptance has taken place, unless otherwise provided in these conditions. If Licensor's service does not have the agreed quality or is not suitable for the use presupposed under the contract or for ordinary use, Licensor is entitled and, insofar as this does not involve unreasonable effort, also obliged to carry out rectification twice. If Licensor does not succeed within a reasonable period in remedying the defect or circumventing it in such a way that Licensee is able to use the service in accordance with the contract, Licensee shall be entitled to the further statutory warranty rights. Instead of the right of withdrawal, Licensee has the right to terminate this contract.

(2) 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. If Licensee sets a deadline for subsequent performance, it shall, after the deadline has expired without success, notify without undue delay how the contract is to proceed. If it does not do so, Licensor may assume that the contract is to continue unchanged.

(3) Warranty claims are excluded for defects whose cause is based on actions of Licensee, in particular improper handling of the software, non-compliance with the installation instructions or disregard of security measures.

(4) Claims for defects become statute-barred after twelve months. This applies to both primary and secondary claims, unless a case of Section 8 (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.

Section 8 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. 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 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 9 Confidentiality and data protection

(1) Both Parties shall maintain secrecy about all business and operational matters that have come to their knowledge and shall treat all information connected with the performance of this contract as strictly confidential, also beyond its termination. The same applies to personal data covered by the provisions of the data protection laws.

(2) The Parties shall comply with the statutory data protection provisions.

(3) Licensor undertakes to use or exploit information, documents or data of Licensee within the meaning of para. (1) only for project purposes. Data stored in this context shall be deleted when no longer required. This does not apply as long as a statutory provision permits or even requires the storage of the data.

(4) The Parties will also commit their employees accordingly and inform any third parties and/or partners involved in the performance of the contract of this.

Section 10 Force majeure

(1) Licensor is released from the obligation to perform under this contract if and to the extent that the non-performance of services is attributable to the occurrence of circumstances of force majeure after conclusion of the contract. Circumstances of force majeure include, for example, war, strikes, unrest, pandemics, epidemics, expropriations, fundamental changes in the law, storms, floods and other natural disasters as well as other circumstances for which Licensor is not responsible (in particular water ingress, power failures and interruptions or destruction of data lines).

(2) Each contracting Party shall notify the other contracting Party of the occurrence of a case of force majeure without undue delay and in text form.

Section 11 Final provisions

(1) All modifications and amendments to these support conditions 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 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 support contract for cause.

(4) 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).

(5) The provisions contained in these support conditions 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 support conditions.

(6) 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.

(7) 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.

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

Date of version of the support conditions: 1 April 2025