**End User License Agreement ("EULA") of standard software of Jedox GmbH with domicile in D-79098 Freiburg, Germany ("Jedox" or "we")**
(As of January 2021)

## 1. General, scope of application

1.1 This EULA applies to the use of Jedox standard software ("Software"), including updates and user documentation, if any, provided in connection therewith. The EULA governs the usage rights of end customers ("End Customer") who have licensed the Software under an on-premise usage agreement ("Licensing Agreement") with a Jedox reseller ("Jedox Partner").

1.2 The EULA applies in addition to the Licensing Agreement concluded between the Jedox Partner and the End Customer. Insofar as the licensing agreement contains provisions regarding the use of the Software that deviate from the EULA, the provisions of this EULA shall take precedence.

1.3 With this EULA, Jedox grants the End Customer the right to use the software in accordance with the following provisions. This EULA is subject to the End Customer having entered into a Licensing Agreement with a Jedox Partner, with the consent of Jedox, with reference to this EULA.

## 2. End Customer Rights of Use

2.1 Jedox grants the End Customer the non-transferrable, non-sublicensable temporary right limited to the duration of the Licensing Agreement, concluded with the consent of Jedox, to use the Jedox software, as well as the right to duplicate it to the extent required for the installation, loading, display, and operation or storage of the software on one (1) server for the simultaneous use by the maximum number of named users ("Named User"), agreed upon in the Licensing Agreement (Named User Model). Named Users refer only to authorized natural persons who are employees of the end customer's company, with the exception of third parties or machines. This right is limited solely to the contractual products, the website and the Named Users identified and quantified in the license order form for the contract entered into by the end customer and excludes any external use on another server, beyond the maximum number of designated Named Users provided, or of machines.

The End Customer shall use the software only as intended and will not make the software available to additional users. Special, separate licenses can be agreed upon or purchased for test, backup or development systems. Sections 69d subsection 1 and subsection 3 of the German Copyright Act (UrhG) shall remain unaffected. The End Customer is not entitled to be provided with, or use, the source code of the software.

2.2 The End Customer is not entitled to decompile the software unless it is permissible according to section 69e of the German Copyright Act (UrhG). In addition, the End Customer is not entitled to edit, translate, rework or duplicate the software unless this is required for the intended use, in particular to remedy a defect of the software. This shall however only apply on the condition that neither the Jedox Partner from whom the Software was licensed nor Jedox have made available the information required to do so to the End Customer upon their written request within a reasonable period of time, or if the Jedox Partner is in default of remedying the defect, rejects the rectification unjustifiably or is incapable to remedy the defect for reasons outside theirs responsibility and that the Jedox Partner has not remedied the defect within a reasonable period of time and under reasonable conditions despite the End Customer's written request. The End Customer may not commission third parties who are competitors of Jedox with the aforesaid measures unless they prove that the danger of disclosure of operation and trade secrets is excluded.

2.3 Third-party operation of the software by way of outsourcing requires the permission of Jedox.

2.4 The End Customer is not entitled to make copies or partial copies of the software on another data storage device. This does not apply to the making of a backup copy. The End Customer shall mark the backup copy with the note "backup copy".

2.5 The End Customer is not entitled to transfer the software provided to them to third parties, or to transfer copies of the software to third parties. The End Customer is in particular not permitted to sell, rent or otherwise sublicense the software, or to display or disclose it to the public unless it is absolutely necessary for the intended use, operation and maintenance of the software.

2.6 The End Customer has to ensure that the system requirements are met.

2.7 Upon request of Jedox, the End Customer is obliged to inform Jedox about the number, data storage device and the repository of all copies (e.g. backup copies) the End Customer has received.

2.8 The End Customer shall also be obliged to save all data including the external data files (e.g. data bases and configuration data) appropriate to the level of risk, at least once a day, and to store them in a place that corresponds to security standards customary in the trade to which neither the software transferred by us nor other components of the server systems used by the customer have written access.

## 3. Right to audit compliance with contract conditions

3.1 Jedox shall have the right to inspect the End Customer's records and IT systems in order to verify compliance with the terms of the License Agreement, in particular whether the End Customer is using the Software qualitatively and quantitatively under the Licensing Agreement ("Auditing"). To this end, the End Customer shall, at the first request of Jedox, provide Jedox with information regarding the number of users, the system environment used and the version of the software used by the End Customer, allow Jedox to inspect the documents and data required for the examination of the contractual use and enable Jedox to examine the hardware and software environment used for the contractual software. Jedox may also commission a third party for this purpose. Jedox will inform the End Customer in writing at least ten (10) working days prior to such inspection, unless Jedox has concrete indications for a non-contractual use of the software and an announcement would endanger the purpose of the audit. Inspection shall take place at the End Customer's business premises during normal business hours and shall, as far as possible, not impair the End Customer's business processes more than necessary.

3.2 If the auditing reveals that the acquired number of licenses has been exceeded by more than 5 % (five percent), or any other significant non-contractual use (in particular a prohibited processing or redesign of the software), the End Customer shall bear the costs of the auditing, otherwise Jedox shall bear the costs. An audit shall be performed no more than once per calendar year,

unless Jedox has concrete indications of non-contractual use of the Software.

## 4. Other rights and obligations

4.1 Other rights and obligations of the End Customer with respect to the Software, in particular the obligation to pay compensation and any claims for advice and support during the installation of the Software, due to late provision of the Software or due to defects in material or title of the Software, shall arise exclusively from the rental agreement concluded between the End Customer and the Jedox Partner.

4.2 This EULA merely grants the End Customer the rights of use set forth in Section 2 and does not otherwise create any direct contractual claims of the End Customer against Jedox.

## 5. Limitation of liability

5.1 Jedox shall only be liable in accordance with the regulations of the German Product Liability Act. Jedox shall in addition be liable for damages according to the legal provisions in cases of malicious intent, gross negligence, acceptance of a warranty, as well as injury to life, body or health for which Jedox is responsible. If Jedox otherwise violates an obligation due to simple negligence whose fulfillment is a prerequisite for the proper execution of the EULA and the compliance to which the End Customer regularly trusts and can trust, or an obligation whose violation puts the achievement of the contractual purpose at risk, the obligation of Jedox to pay compensation shall be limited to the foreseeable damage which is typical for the License Agreement. In all other cases of liability, claims for damages due to the violation of contractual obligations and through impermissible acts are excluded.

5.2 If, despite the above exclusions and limitations, Jedox is found to be liable for loss of data of the End Customer, Jedox's liability in cases of simple negligence shall be limited to the expense for a recovery using existing data backups. If the End Customer uses an external cloud provider, Jedox shall in no event be liable for a data loss caused by such provider.

5.3 Insofar as the liability of Jedox is excluded or limited due to the aforementioned provisions, this also applies to the personal liability of office employees, factory workforce, staff members, legal representatives and agents.

5.4 Subject to sentence 3 all liability claims against Jedox become time-barred after one year. The beginning of the limitation period for the liability limitation commences on the date specified in section 199 subsection 1 of the German Civil Code (BGB). The regulations specified in sentences 1 and 2 shall not apply to the cases regulated in clauses 5.1 Sentence 1 to 3.

## 6. Confidentiality

6.1 The End Customer undertakes to treat all items received or disclosed to them by the Jedox Partner or by Jedox (e.g. software, documents and information) that are legally protected or contain Jedox business or trade secrets as confidential even after the termination of the agreement unless they become public knowledge without violation of the secrecy obligation. The End Customer will store and secure these items in such a way that third parties access is excluded.

6.2 The End Customer will give only those employees and other third parties access to the confidential information defined by this clause 6 who require such access in the performance of their service obligations. The End Customer shall instruct these persons of the necessity to treat the delivered items as confidential. The End Customer shall inform Jedox without delay about any requests of disclosure by third-parties, judicial or administrative authorities in written or electronic form and support Jedox in the effort to prevent that confidential information is disclosed.

6.3 Jedox shall process the data of the End Customer required in the business transaction in compliance with the relevant data protection regulations. Jedox may cite the name of the End Customer along with the full company name and their logo on Jedox marketing materials (including Websites) as a reference customer.

6.4 Except for subsection 6.3 the aforementioned regulations do not establish any intellectual property rights. All rights of use granted under this EULA shall remain unaffected by the above mentioned regulations.

6.5 The obligation to maintain secrecy shall remain in force for another five years after termination of the EULA and the licensing agreement.

## 7. Term and termination

7.1 This EULA shall terminate automatically upon termination of the Licensing Agreement.

7.2 Jedox and the End Customer may terminate the EULA for cause without notice in accordance with the provisions of the law. A cause for termination by Jedox without notice shall include, without limitation, if the End Customer uses the Software in breach of the provisions of this EULA or refuses an audit of their use of the Software in accordance with the terms of this EULA, or if the Licensing Agreement has been entered into in breach of any agreement between End Customer and Jedox.

7.3 Notice of termination of the EULA shall only be effective when given in writing or in text form.

## 8. Place of fulfillment, applicable law, place of jurisdiction, supremacy clause

8.1 Unless otherwise agreed the place of fulfillment shall be the company domicile of Jedox in Freiburg im Breisgau, Germany.

8.2 The law of the Federal Republic of Germany shall apply for this EULA and all legal relationships between Jedox and the End Customer. Any collision rules as well as the UN Convention on the Sale of Goods (CISG) are excluded.

8.3 Insofar as the End Customer is a businessperson in the meaning of the German Commercial Code, a legal person subject to public law, or is a special public law fund, the exclusive place of jurisdiction for all rights and obligations of the contractual parties from any kind of business - including disputes over bills of exchange and checks - shall be the company domicile of Jedox. The same applies if the End Customer does not have a general place of jurisdiction domestically (Federal Republic of Germany), relocates their domicile or usual place of residence (outside the Federal Republic of Germany) after conclusion of the Licensing Agreement, or if

their residence or usual place of residence is not known at the time proceedings are filed. Howver, Jedox shall also be entitled to start legal proceedings against the End Customer at their general place of jurisdiction.

8.4     In the event of inconsistencies between this EULA and the Licensing Agreement, the provisions of the EULA shall prevail.

## 9.     Escape clause

This EULA can be changed between the End Customer and Jedox by way of a corresponding arrangement as follows: Jedox sends the End Customer the changed terms before they shall take effect in writing (e.g. via e-mail) and separately informs the End Customer about the new regulations as well as the date when they are to take effect. Jedox shall at the same time grant the End Customer a reasonable deadline of at least four-weeks to declare if they accept the changed conditions for a further use of the Software. In the event that no declaration is made within this time period, which shall commence with the receipt of the written notification the changed conditions, these changed conditions are deemed to be accepted. At the beginning of the time period Jedox shall separately inform the End Customer about the legal consequences of their actions or inactions, i.e. the right to object, the time limit for filing an objection, and the legal effect of their silence.