End User License Agreement for the Provision of Software of NTT Germany AG & Co. KG, Horexstraße 7, 61352 Bad Homburg v. d. Höhe, Germany ("NTT") on a Subscription Basis

1. General

1.1. This End User License Agreement is applicable for Software products in object code and documentation for which NTT is the rights holder (**"Software"**) in the context of NTT's business dealings with entrepreneurs, legal entities under public law, and special assets *(Sondervermögen)* under public law on a subscription basis.

1.2. Terms and conditions deviating from this End User License Agreement shall not apply, even if NTT has not expressly rejected them and even if it elects to perform in the knowledge that deviating general business terms, respectively contractual terms, exist. These End User License Agreement shall apply for the subscribed Software including - if expressly agreed - for the delivery, installation, configuration and commissioning of the Software.

1.3. Documentation may be provided in either printed or digital form at NTT's reasonable discretion.

1.4. The documentation may be provided in either German or English at NTT's reasonable discretion.

2. Granting of Rights

Upon payment of the agreed licence fees pursuant to section 5 NTT grants client a non-exclusive, non-transferable right to use the Software to the agreed extent, limited in time to the term of the agreed subscription.

3. Reproduction Rights

3.1. The client may reproduce the Software insofar as the respective reproduction is necessary for the use of the Software. Necessary reproductions include in particular the installation, loading, running, displaying, transferring and storing of the Software for the intended use.

3.2. If, for reasons of data security or to ensure a quick reactivation of the computer system after a total failure, the regular backup of the entire data stock including the computer programs used is indispensable, the client may make backup copies in the number that is absolutely necessary. The backup copies may only be used for purely archival purposes.

3.3. If the client uses the Software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of use permitted) or quantitatively (with regard to the number of licences acquired), the client shall immediately acquire the rights of use necessary for the permitted use.

3.4. Upon request, the client shall enable NTT to verify the proper use of the Software, in particular whether the client is using the Software qualitatively and quantitatively within the scope of the licences it has acquired. To this end, the client shall provide NTT with information, grant NTT access to relevant documents and records and allow NTT to inspect the hardware and software environment used. NTT may carry out the inspection on client's premises during its regular business hours or have it carried out by third parties bound to secrecy.

4. Decompilation and Software Modifications

4.1. Subject to the provisions of Section 3 the Software may not be reproduced, edited, translated, or converted from object code to source code, in whole or in part, without NTT's prior written consent. If, however, the reproduction of the code or the translation is indispensable in order to obtain the information required to establish the interoperability of an independently created computer program with other programs, and if this information is neither published nor available from NTT upon request, the client shall have the right to decompile within the scope of Section 69e German Act on Copyright and Related Rights *[Urheberrechtsgesetz – UrhG]* for the duration of the subscription.

4.2. In this case, the client shall inform NTT which parts of the original Software it intends to decompile. NTT may charge a reasonable fee for granting access to the information or for decompiling.

5. Payment Terms

The regular remuneration shall be paid in accordance with a separate agreement.

6. Term and Termination

6.1. If a specific start of the contract has not been agreed, the contract shall start on the day on which the Software is taken over. If no takeover of the Software takes place, the contract begins with the delivery or provision of the Software.

6.2. Unless otherwise agreed, the term of the contract shall be twelve months from the beginning of the contract (**"Minimum Contract Term"**). The minimum contract period shall be extended by a further twelve months in each case if the contract is not terminated in writing no later than three

months before the expiry of the contract period. Section 545 German Civil Code *[Bürgerliches Gesetzbuch -BGB]* shall not apply.

6.3. The right to extraordinary termination for good cause shall remain unaffected. Good cause entitling NTT to terminate the agreement exists in particular if the client infringes NTT's rights by using the Software beyond what is permitted under this End User License Agreement and does not remedy the infringement within a reasonable period of time after NTT has issued a warning.

6.4. After termination of the contract, the client shall cease using the Software and remove all installed copies of the Software from its data processing systems and delete all backup copies of the Software.

7. Claims for Defects

If there is no case of Section 327t BGB, claims for defects can only be asserted by the client to the following extent:

7.1. NTT warrants that the contractually agreed quality of the Software will be maintained during the term of the contract and that no third party rights will prevent the use of the Software in accordance with the contract.

7.2. NTT shall remedy defects the causes of which existed prior to the passing of risk by way of subsequent performance, at NTT's option, either by delivery of faultless Software or by rectification, provided that the cause of the defect existed at the time of the passing of risk. Sections 536b, 536d BGB remain unaffected.

7.3. The expenses arising from the fact that the supplementary performance has to be rendered at a place other than the contractually agreed place of performance shall be borne by the client.

7.4. Liability for material defects shall be excluded in the event of damage caused by faulty or negligent handling, non-observance of the documentation or other circumstances for which NTT is not responsible, as well as in the event of an insignificant deviation from the agreed quality or an insignificant impairment of the usability.

7.5. Claims of the client for damages, damages in lieu of performance or for reimbursement of expenses shall only exist under the prerequisites conditions set out in Section 8.

7.6. The client shall grant NTT the time and opportunity necessary in its reasonable discretion to remedy the defect.

7.7. NTT may also fulfil its obligation to fulfil defect claims by remote diagnosis with prior notice to the client, provided that the technical prerequisites for this are given.

8. Liability

NTT shall be liable in conclusion only to the extent set out below:

8.1. In cases of wilful intent, gross negligence and injury to life, body or health, as well as in the absence of a quality for which NTT has given a guarantee or of fraudulent misrepresentation, NTT shall be liable without limitation.

8.2. In the event of a slightly negligent breach of an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the client may regularly rely, NTT's liability shall be limited to the typical damage foreseeable at the time of conclusion of the contract.

8.3. The foreseeable, contract-typical damage within the meaning of Section 8.2 is limited to a maximum of the remuneration for six months per occurrence of damage. For several occurrences of damages in one contractual year, the foreseeable, contract-typical damage is limited in total to a maximum of the remuneration for twelve months. For untypically high damages, the possibility of taking out a corresponding insurance policy shall be provided.

8.4. Unless it has been demonstrably agreed between the parties that NTT shall back up the data, NTT's liability for client's loss of data shall be excluded unless NTT has caused the loss of data intentionally or by gross negligence and the client has ensured that the data can be reconstructed with reasonable effort from data material held in machine-readable form.

8.5. Liability for indirect damage, in particular loss of profit, loss of production, investment interest and financing costs, is excluded.

8.6. If not otherwise stated in sections 8.1 to 8.3, claims for damages and claims for reimbursement of expenses of the client shall be excluded, irrespective of the legal grounds, in particular due to the breach of duties arising from the contractual obligation and from tort. The above limitation of liability shall include claims against NTT's employees and against vicarious agents.

8.7. Consulting by NTT shall be provided in accordance with the recognised state of the art, however, this shall not constitute liability towards the

12 January 2024

client for damages. In particular, the client shall not be released from its obligation to check the suitability of the Software for the intended use on its own responsibility. This shall also apply if NTT is aware of the client's intended use.

8.8. Liability under the Product Liability Act and the rights of data subjects under Art. 82 GDPR remain unaffected.

9. Miscellaneous

9.1. The client may only offset against undisputed or legally established claims.

9.2. Should any provision of this End User License Agreement be or become invalid, the validity of the remaining provisions shall remain unaffected. In this case, the contracting parties shall agree on a provision whose meaning, and purpose comes as close as possible to the invalid provision.

9.3. Subsidiary agreements, assurances, amendments to the contract and other deviating agreements must be in writing in order to be effective. This also applies to any deviation from this written form requirement.

9.4. The parties are aware that the Software may be subject to export and import restrictions. In particular, there may be licensing requirements, or the use of the Software or related technologies may be subject to restrictions abroad. Client shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union, the United Kingdom and the United States of America, as well as all other relevant regulations. NTT's performance of the contract is subject to the proviso that no impediments due to national and international regulations of export and import law as well as no other statutory provisions prevent performance.

9.5. Place of performance is Bad Homburg v. d. Höhe, Germany.

9.6. German law shall apply to the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) as well as international private law.

9.7. The place of jurisdiction is Bad Homburg v. d. Höhe, Germany. NTT shall be entitled to bring an action at the client's general place of jurisdiction.

12 January 2024