

Terms and Conditions SaaS – Free Trial Version

as amended on 15/08/2024

Standard Terms and Conditions of GBTEC Group for the Provision of the Standard Software BIC as Software-as-a-Service (“T’s&C’s SaaS”) - Free Trial Version

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GBTEC offers its BIC software and corresponding services to customers at <https://www.gbtec.com>. These present T’s&C’S SaaS apply to the provision of the BIC software as Software-as-a-Service ("SaaS"), including related documentation (collectively, the "Service") and to the use of our website. In addition, GBTEC's General Terms and Conditions (“GTC”) apply, which are also available and may be

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downloaded at <https://www.gbtec.com/terms-conditions/>. GBTEC provides the customer with an access to use the software via a telecommunications connection and with storage space for their application data under the following conditions.

1. Conclusion of the Contract / Subject Matter of the Contract

- 1.1 The subject of the contract is the temporary provision of BIC software as a SaaS from GBTEC's portfolio as a free trial version on a loan basis. The customer is granted access to use the software stored and running on the servers of GBTEC, or a service provider commissioned by GBTEC, via an internet connection for the term of this contract and for their own internal purposes and to store and process their data. An unlimited right to use the Service beyond the end of the contract is not granted. The subject matter of this Agreement being a free trial version, GBTEC will provide maintenance and support services only at will. Data centre services are part of the Service.
- 1.2 The specifics regarding the product line, modules, and scope of use are set out in the information regarding the trial version.

2. Nature and scope of the Service

- 2.1 GBTEC provides the customer in each case with the current version of the Service at the service transfer location. The service transfer locations are the router outputs of the data centres used by GBTEC where the servers are located. The Service, the necessary computing power on servers and the necessary storage space on servers are provided by GBTEC. Additionally, however, the use of the service requires computing power and storage space on the customer's computers in accordance with the system requirements (note: sent on request or for some products available at <https://www.gbtec.com/terms-conditions/>).
- 2.2 It is the responsibility of the customer to secure data generated during offline operation by means of a backup. GBTEC backs up the data of the cloud servers, unless otherwise set out in the individual agreement, on a daily basis with a retention period of seven (7) days. The backup solely serves the purpose of being able to restore the data in the event of a system failure; the data can be made available to the customer if required. GBTEC will always restore the most recent

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available backup with which an error-free recovery is possible. A restoration of older backups is possible in individual cases against payment of time and material. The software stores data processed by users on their workstation systems until the users complete their processing and make the processed data available to other users via the software. The customer is responsible for backing up such data on the users' workstation systems.

The software transfers data via interfaces to third party systems of the customer. GBTEC is responsible for the backup of such data only as far and as long as such data is processed by the contractual software. The customer is responsible for the backup of the data in the third-party systems.

2.3 GBTEC does not owe the establishing and maintenance of the data connection between the IT systems of the customer and the described service transfer location.

2.4 *Users* must be natural persons who have been granted access either by the customer itself or by a company affiliated with the customer in the sense of section 15 et seq. of the Stock Corporation Act (*Aktiengesetz - AktG*) (and the name of which the customer has provided to GBTEC in text form) and who can be engaged to comply with the regulations of these terms and conditions, comparable to an employee, due to their contractual agreement with the customer or the affiliated company. The *scope of use* is based on the information regarding the trial version. It is either determined by the number of authorised users(named user licence) or by the number of tasks executed in process instances. The following regulations apply to named user licences:

Named-User Licence: Under this licence, a specific number of persons are authorised to use the Service. The customer names the persons (e.g. by disclosing their e-mail addresses to GBTEC) who are to have the right of use via the network. Persons other than the named persons may not use the Service. The customer is entitled to replace named users by others if GBTEC is notified of such change beforehand (e.g. by removing/adding the user accounts concerned). Depending on the availability and suitability for the respective product, GBTEC will provide the customer with an electronic user documentation for the Service in the German

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and the English language to either download or use as an online version at the beginning of the contractual term.

The customer is entitled to save this documentation, to print it out and to copy it in an appropriate number for the purpose of this contract while maintaining existing intellectual property right notices. The restrictions on the use of the Service agreed on under clause 4 shall apply to the documentation accordingly.

- 2.5 Parts of the Service used by the customer may be owned by partner companies (companies with which GBTEC has entered into a contractual partnership) (“third-party software”) and are provided either by GBTEC or by these partner companies (third party licensors). If provided by the partner company and the customer decides to use such third-party software, the customer will be asked to confirm the terms of use for the third-party software prior to such use.
- 2.6 Parts of the Service used by the customer may be owned by third parties (“third-party software”) and are provided either by GBTEC or by such third parties (third party licensors). If provided by the third party licensor and the customer decides to use such third-party software, the customer will be asked to confirm the terms of use for the third-party software prior to such use. GBTEC shall ensure that the level of data protection between the companies at least corresponds to this agreement between the customer and GBTEC and that all legal and contractual obligations are observed.

3. Technical requirements (system requirements)

- 3.1 The technical requirements are provided via the GBTEC website or are otherwise made available by GBTEC. It is the responsibility of the customer to take note of the technical requirements before entering into the contract. By using the Service the customer confirms that they have read and understood the technical requirements.
- 3.2 GBTEC is not responsible for the quality or performance of the required hardware and/or software on the customer’s end.

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4. Usage rights

- 4.1 The products of GBTEC are protected by copyright. For the duration of the contract GBTEC grants the customer the non-exclusive, non-sublicensable and non-transferable right to load the user interface of the Service provided by GBTEC for display on the screen into the main memory of the end devices used for this purpose according to the contract, to execute it and to make the resulting copies of the user interface as well as to use the Service for the contractual purposes according to the product description. The customer shall not be granted any further rights.
- 4.2 The customer is entitled to use the Service themselves or through the users referred to in clause 2.4 in accordance with the provisions therein.
- 4.3 The customer is not authorised to use the Service beyond the use permitted under this agreement or to have it used by third parties or to make it available to third parties who are not registered as authorised users (clause 2.4).
- 4.4 The customer is not permitted to reproduce or sell the Service or parts thereof.
- 4.5 The customer is not entitled to make changes to the Service. In particular, they are not entitled to examine or decompile its functionalities by means of so-called reverse engineering, to disassemble it into its components and/or to use it as a basis for the creation of their own software programs.
- 4.6 If and when GBTEC creates new versions, updates, upgrades or other new deliveries with regard to the Service during the term of the agreement and makes them available to the customer, voluntarily or due to an additional contractual obligation, the above rights shall also apply to these applications. If the customer violates the above-mentioned regulations for reasons for which the customer is responsible, GBTEC is entitled to block the customer's access to the Service or to terminate the contract without notice, provided that the customer continues to commit the act of violation one week after GBTEC's prior written warning.

5. Intellectual property rights

- 5.1 All copyrights, patent rights, company rights, trademark rights and other industrial and intellectual property rights, as well as all similar rights to protect information relating to GBTEC's Service, are and shall at all times remain the exclusive property

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of GBTEC. No provision in any quotation, offer, order and/or contract (including these T's & C's SaaS) shall be deemed to result in any transfer of such rights in whole or in part to the customer, nor is any such transfer intended or may be construed as resulting in such.

- 5.2 The customer shall not alter, remove or obscure any intellectual property rights marking on the Service. The customer shall not register any GBTEC trademark, trade name, logo or domain name or any similar name which may be confused therewith.

6. Customer data and content / indemnity from third party claims

- 6.1 In order to be able to correct errors or malfunction of the Service reported by the customer, GBTEC may require the data sets of the customer, during the use of which the error or the malfunction of the Service occurred, in order to reconstruct the error or to carry out test runs with such data records, for example. The customer therefore consents to the use of their data sets in this context.
- 6.2 By using the Service the customer confirms that they own the rights to grant such right of use to GBTEC. The customer retains all rights and ownership of their content. GBTEC does not claim any ownership rights to such content.
- 6.3 In the event that a user uses functions of the Service to make data from the service available to other users of the same tenant (e.g. via the "share button") or to third parties (e.g. via the e-mail function or connected third-party systems), the customer is legally responsible for this transfer of data.
- 6.4 The customer undertakes not to post any content or data which are unlawful or otherwise illegal in absolute terms or in relation to individual third parties and not to use any programs containing viruses or other malware in connection with the Service. The customer remains the responsible party with regard to personal data and must therefore always ensure that the processing of such data via the use of the Service is covered by relevant regulation.
- 6.5 The customer is solely responsible for all content and processed data used by them as well as for any rights required for this. GBTEC does not take note of customer content, it is stored and made available for the customer without prior content-check or monitoring for correctness or legality by GBTEC.

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- 6.6 In this context, the customer agrees to indemnify GBTEC against any and all liability and all proven and reasonable costs, including possible and actual costs of legal proceedings, if a claim is made against GBTEC by third parties, including employees of the customer personally, as a result of alleged acts or omissions of the customer. GBTEC will inform the customer about the claim and, as far as legally possible, give the customer the opportunity to defend the asserted claim. The customer will immediately provide GBTEC with all available information about the facts which are the subject of the claim.
- 6.7 Further claims for damages of GBTEC remain unaffected.

7. The customer's duties to cooperate

The customer shall support GBTEC in the performance of the contractual services to a reasonable extent as follows:

- 7.1 Upon the conclusion of the Individual Contract the customer shall – in a timely manner - provide GBTEC with all information required by GBTEC to set up the customer's access to the software. The customer commits to keeping the access and usage data provided to the customer confidential, to protect it from access by unauthorised third parties and to not pass it on to unauthorised third parties, unless this has been expressly agreed upon by the parties. The customer shall ensure that any user to whom access data is made available shall protect such data in the same manner. The customer will inform GBTEC immediately in the case they suspect that access data and passwords might have become known to unauthorised persons.
- 7.2 The customer is responsible for the proper and regular backup of their data only insofar as it concerns data which is not stored on the server provided by GBTEC but only on the users' workstation systems or via interfaces in third party systems. This also applies to any documents provided by GBTEC during the term of the contract. The customer is free to additionally save all data themselves with the help of the export and import function.

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- 7.3 It is the customer's responsibility to ensure that the system requirements on their end, which are necessary for the contractual use of the software and are specified by GBTEC for this purpose, are met.

8. Free trial version

As a free trial version GBTEC provides the use of BIC Software free of charge.

9. Rights concerning the provision of the Service and data backup

- 9.1 For the sole purpose of the performance of the contract the customer grants GBTEC the right to duplicate the data stored by GBTEC for the customer, as far as this is necessary for the provision of the services owed according to this contract. GBTEC is also entitled to keep the data in a disaster recovery system or separate disaster recovery computer centre. In order to resolve errors, GBTEC is further entitled to make changes to the structure of the data or the data format.
- 9.2 GBTEC points out that data generated or altered by the customer during processing and especially in offline operation cannot be backed up by GBTEC. The customer is responsible for the memory of the browser not to be deleted during this working phase. Only with the successful completion of the processing and the successful provision of such data to other users via the software (e.g. check-in of the data), the data processed in this way will be saved again in the Service. **NOTE: Working in the private mode of the browser is possible with some BIC products, but GBTEC strongly advises against this. Closing the window will delete all the session's data. Closing the browser can also clear the browser memory and thus discard the local data, depending on the company's settings.**

10. Confidentiality / data protection and data security

Then notices on data privacy and confidentiality on GBTEC's website apply.

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11. Liability and compensation

- 11.1 Liability for defects in quality and defects in title (collectively referred to as “Defects”). GBTEC shall be liable in accordance with the applicable statutory provisions, i.e. sections 600 respectively 599 of the Civil Code (*Bürgerliches Gesetzbuch - BGB*).
- 11.2 GBTEC shall not be held liable for an infringement of the rights of third parties committed by the Customer, their affiliates, their respective end users, officers, directors, employees, agents, representatives, subcontractors or successors which results from the use of the Service in violation of this Agreement. In such case the Customer shall indemnify GBTEC upon first request against any all claims of third parties.

12. Term and expiration / termination for cause / exit management

- 12.1 The term of this Agreement begins with the customer’s registration for the trial version and expires 30 days thereafter, unless otherwise agreed between GBTEC and the customer.
- 12.2 Both parties reserve the right to terminate the Agreement for cause if the legal requirements are met. This shall be the case if the continuation of the contractual relationship until its expiry or until termination by giving notice cannot reasonably be expected from the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties. GBTEC’s reasons for terminating for cause shall include:
- customer’s breach of their contractual obligations, in particular:
 - o deliberate provision of false contact data,
 - o deliberate provision of a false or invalid e-mail address,
 - o the customer transfers their user account to an unauthorised third party,
 - o the customer allows the use of their user account by unauthorised third parties, in particular by unnamed individuals,
 - customer’s non-compliance with legal regulations.

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- 12.3 Deletion of customer Data: Unless there is an obligation or right to retain data, GBTEC shall delete all data stored in the Service by the customer within a maximum period of 60 days after termination or expiry of the contractual relationship and destroy all documents provided by the customer that are still in GBTEC's possession. Upon the customer's explicit request, GBTEC will confirm such deletion/ destruction in text form. This includes all data entered and stored in the Service by the customer and their users or by GBTEC on behalf of the customer. The customer acquires all rights to such data, including property rights and copyrights. However, this does not include data stored by the customer or their users in areas of the Service that the customer has been made accessible to third parties (see clause 6.3). The customer may export their data via the system functions provided by the Service.
- 12.4 Exit Management: To provide a customer-friendly exit management, GBTEC will retain the data stored in the Service by the customer and make it available to the customer for download for a period of one 30 calendar days after the termination or expiry of the contract. Afterwards all data will be irrevocably deleted. Access is then no longer possible.

13. Transfer of rights and obligations

Neither this contract nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written (text form) consent of the other party. GBTEC may subcontract the performance of certain contractual obligations to its affiliated companies (as defined by section 15 AktG) as well as to the data processing centre the parties have agreed on.

14. Final provisions

- 14.1 The present contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the

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International Sale of Goods - CISG is excluded. Legal venue shall be Bochum (Germany).

- 14.2 In case any provision of these T's&C's SaaS shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. The parties shall then cooperate to replace invalid, illegal or unenforceable provision with a provision that corresponds as closely as possible to the invalid one.

GBTEC Group