

## End-User Licence Agreement (EULA)

### 1. Preamble

- 1.1 This End-User License Agreement ("**EULA**") is a legal agreement between You ("**Customer**") and BE-terna Enhancement GmbH, Bornauer Straße 19, 04288 Leipzig ("**BE-terna**"; BE-terna and Customer together the "**Parties**", each a "**Party**").
- 1.2 The Agreement governs the installation, copying and use of software (the "**Software**") of BE-terna, including all updates. The Customer agrees to be bound by the terms of the Agreement. If the Customer does not agree to the terms of the Agreement, he is not allowed to download, install, copy or use the Software.
- 1.3 The Software is only provided to entrepreneurs within the meaning of sec. 14 German Civil Code, which means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession. Consumers may not use the Software.

### 2. Usage rights and restrictions

- 2.1 Subject to the payment of all applicable fees by the Customer to BE-terna, BE-terna grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable right to use the Software during the term of the Agreement for the Customer's internal business operations. The right of use is limited to the units (e.g. "named user" or "device") acquired as part of the license metric. In addition, the respective product sheet applies.
- 2.2 BE-terna reserves all rights to the Software not expressly granted to the Customer in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. BE-terna, its Affiliates within the meaning of sec. 15 et seqq. German Stock Corporation Act (the "**Affiliates**") or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed to the Customer, not sold.
- 2.3 With respect to the Software, the Customer will not:
  - disassemble, decompile, reverse-engineer, copy, translate or make derivative works, provided that mandatory rights under Sec. 69d and 69e German Copyright Act remain unaffected;
  - rent, lease, lend or provide the Software to third parties; or
  - circumvent or endanger the Software's operation or security.
- 2.4 BE-terna may suspend the use of the Software if the Customer is in breach of this EULA. BE-terna will notify the Customer of the suspension. BE-terna will seek to limit the suspension in time and scope as reasonably possible under the circumstances.
- 2.5 BE-terna does not assume any responsibility, guarantee or other liability for the Third Party Software and the Third Party Content and all liability in connection with the Third Party Software and Third Party Content is hereby disclaimed, except in cases of willful misconduct of BE-terna.

### 3. Third Party Software and Content

- 3.1 The Software may include links to software made available by third parties which is subject to terms and conditions with those third parties (the "**Third Party Software**"). The Third Party Software is not part of the Software and subject to the applicable terms and conditions of the respective third party provider or operator.
- 3.2 Open source software is considered to be Third Party Software, i.e. such software or software components for which the source

code is freely accessible to everyone and which are distributed under open source license agreements

- 3.3 The Software may also integrate or contain links to third party content and data (the "**Third Party Content**"). The respective third party provider of the Third Party Content is responsible for the Third Party Content. BE-terna has no influence on the Third Party Content.

### 4. Responsibilities of BE-terna

- 4.1 BE-terna provides the Customer with the Software for use during the term of the contract.
- 4.2 The Software may be modified by BE-terna at any time if and to the extent such modifications do not lead to material detriment of the Software functionalities. Modifications may include new features of the Software, which may be subject to new and/or additional terms. The Customer may use such new features subject to the Customer's acceptance of the new and/or additional terms.

### 5. Data processed by the Customer

- 5.1 The Customer is responsible for any data that is being entered into the Software and/or processed through the Software by him. The Customer is responsible for implementing and maintaining proper data backup procedures to secure Customer data.
- 5.2 The Customer grants to BE-terna a non-exclusive right to use and process such data solely to provide and support for the Software. The license is sublicensable to Affiliates of BE-terna and to subcontractors of BE-terna which BE-terna engages in connection with the Software and associated services.
- 5.3 The Customer shall maintain and adhere to all necessary security standards for the use of the Software.
- 5.4 At the end of the contract term, the Customer may lose access to the data entered into and/or processed via the Software by blocking access. The Customer is responsible for backing up this data before the end of the contract term.

### 6. Right to audit

- 6.1 BE-terna is entitled to carry out a software audit once a year or in the event of concrete suspicion of use contrary to the EULA. This shall be carried out after reasonable notice during normal business hours by BE-terna or an auditor bound to confidentiality and shall generally last a maximum of two days. Impairment of the Customer's business activities must be avoided as far as possible. The costs shall be borne by BE-terna, unless a more than minor violation is found that affects more than 5% of the licenses; in this case, the Customer shall bear the costs.
- 6.2 If BE-terna discovers unauthorized additional use, the Customer is obliged to obtain the missing licenses within 30 days of notification. The remuneration is based on the current list prices and can be demanded retroactively for up to 12 months if the Customer does not provide evidence of the start of use.

### 7. Term and termination

- 7.1 The Customer is entitled to terminate the contract at any time with one month's notice to the end of a payment cycle.
- 7.2 BE-terna is entitled to terminate the contract within the product life cycle with a notice period of 12 months to the end of the month.
- 7.3 BE-terna is entitled to terminate the contract extraordinarily and/or suspend the use of the software if the Customer is in

arrears with payments of the license fees for at least two months despite being due and despite reminder.

- 7.4 The right to terminate for cause remains unaffected for both Parties. BE-terna may in particular terminate the Agreement if
- The Customer materially breaches the obligations set forth in the Agreement, unless he cures such material breach within thirty days after receipt of a written notice of the material breach, or
  - The Customer files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.
- 7.5 Upon the effective date of expiration or termination of the Agreement the Customer's right to use the Software will end. The termination or expiration of the Agreement does not affect other agreements between the parties.

## 8. Fees

The Customer may only use the Software as set out in this EULA if it makes payment of the relevant fees to BE-terna on time.

## 9. Warranty

- 9.1 BE-terna warrants (*gewährleistet*) that the Software will substantially conform to the specifications set forth in the documentation of the Software.
- 9.2 The Customer is obliged to inspect the Software in line with sec. 377 German Commercial Code for apparent defects after the Software has been provided to him and to inform BE-terna immediately in case of an apparent defect.
- 9.3 In case of any defects of the Software, the Customer is obliged to provide BE-terna immediately with a detailed description of the defect in text form allowing BE-terna to analyze and reproduce the alleged defect.
- 9.4 Provided that the Customer notifies BE-terna of a defect in accordance with the above provisions, BE-terna will, at its discretion, correct or replace the nonconforming part of the Software with the next update of the Software which will be provided to the Customer.
- 9.5 In case a correction or replacement of a defect is not possible with reasonable efforts, BE-terna may terminate the Agreement, provided that BE-terna shall reimburse the part of the fees already paid by the Customer for the time after termination of the Agreement (if any).
- 9.6 Warranty Exclusions
- The warranties in Section 9.1 to 9.5 do not apply if:
- the Software is not used in accordance with the Agreement or its documentation,
  - the Software is operated on a software or hardware environment which does not meet the requirements set forth in the documentation,
  - the non-conformance is caused by the Customer or another third party, or by any product, database, content or service not provided by BE-terna (in particular in case the Customer or a third party that is not associated with BE-terna should have modified the source code of the Software),
  - the Software was provided for no fee or is a trial license of the Software or both or
  - if the Software is provided to the Customer free-of-charge in which case warranty claims against BE-terna shall only exist in case of fraudulent misrepresentation (*arglistige Täuschung*) by BE-terna.
- 9.7 Disclaimer
- Except as expressly provided in the Agreement, BE-terna does not make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from

the use of or integration with any products or services provided under the Agreement, or that the operation of the Software will be secure, uninterrupted or completely error free.

## 10. Third party claims

- 10.1 Claims Brought Against the Customer
- 10.1.1 BE-terna will defend the Customer against claims brought against the Customer by any third party alleging that the Customer's use of the Software in accordance with the Agreement infringes or misappropriates a patent claim, copyright or trade secret right.
- 10.1.2 BE-terna's obligations under Section 10.1.1 will not apply if the claim results from (i) the Customer's breach of any provision of the Agreement or the documentation of the Software or, (ii) any use of the Software in conjunction with any product or service not provided by BE-terna, or (iii) use of the Software provided for no fee.
- 10.1.3 In the event a claim is made or likely to be made, BE-terna may at its sole discretion (i) procure for the Customer the right to continue using the Software under the terms of the Agreement, or (ii) replace or modify the Software to be non-infringing without a material decrease in functionality. If these options are not reasonably possible for BE-terna, BE-terna may terminate the Agreement upon written notice. In this case, BE-terna is obliged to reimburse the part of the fees already paid by the Customer for the time after termination of the Agreement (if any). Fees paid by the Customer for the time before the termination do not need to be reimbursed by BE-terna if and to the extent the Customer was able to use the Software in conformity with its documentation.
- 10.2 Claims Brought Against BE-terna
- The Customer shall defend and indemnify BE-terna and/or its Affiliates against claims brought against BE-terna and/or its Affiliates by any third party related to the data that is being processed by the Customer with the Software and/or in connection with any use of the Software by the Customer that does not conform with the Agreement or documentation if and to the extent such claim has been caused culpably by the Customer.
- 10.3 Third Party Claim Procedure
- 10.3.1 The Party against which a third-party claim that may be subject to the defense and indemnification obligations set forth above is brought will timely notify the other Party in writing of such claim, reasonably cooperate in the defense and may appear (at its own expense) in such defense through counsel reasonably acceptable to the indemnifying Party.
- 10.3.2 The Party that is obligated to defend a claim will have the right to fully control the defense.
- 10.3.3 The Party against which the third-party claim is brought may not settle or otherwise bindingly dispose of the claim without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld.

## 11. Limitation of liability

- 11.1 BE-terna shall be liable to the Customer in case of intent and gross negligence in accordance with the statutory provisions.
- 11.2 In other cases, BE-terna shall be liable – unless otherwise provided for in Section 11.4 below – only in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper execution of the agreement and on the observance of which the User may regularly rely (so-called cardinal obligation or "*Kardinalpflicht*"), limited to compensation for foreseeable and typical damage. In all other cases the liability of BE-terna is excluded subject to the provision in 11.4.

- 11.3 Any liability of BE-terna under sec. 536a German Civil Code for defects that existed at the time of conclusion of the Agreement is hereby excluded.
- 11.4 BE-terna's liability for damages resulting from injury to life, body or health and under the German Act on Product Liability (*Produkthaftungsgesetz*) or other mandatory liability under applicable law shall remain unaffected by the limitations and exclusions of liability of this Section 11.

## 12. Confidentiality

- 12.1 Each Party shall, and shall cause its Affiliates and third party providers to treat as confidential and shall not make available or disclose and shall procure that its Affiliates and third party providers not make available or disclose any information or material of the other Party, its Affiliates or its third party providers that is or has been (i) disclosed by such other Party, its Affiliates or its third party providers under or in connection with this Agreement, or (ii) learned, acquired, or generated in connection with this Agreement and the activities contemplated hereby, in each case (i) and (ii) whether orally, electronically, in writing or otherwise, including copies and including the terms of the Agreement (together the "**Confidential Material**") to any person, or make or permit any use of such Confidential Material without the prior written consent of the other Party.
- 12.2 Notwithstanding the foregoing, either Party may disclose Confidential Material on an as needed basis to its Affiliates and its Affiliates' officers, legal representatives and employees and to any subcontractors of such Party as required for the purpose of complying with the receiving Party's obligations under the Agreement, provided that they are subject to confidentiality obligations with respect to such Confidential Material which are equivalent in scope and nature to the confidentiality obligations of the receiving Party hereunder.
- 12.3 This Section 12 shall not prohibit disclosure or use of any Confidential Material if and to the extent:
- the Confidential Material is or becomes publicly available (other than by breach of this Agreement);
  - the Confidential Material has been legally obtained from a third party which is not restricted from disclosing such Confidential Material by law or regulation or by contractual obligations;
  - the Confidential Material has been legitimately in the other Party's possession prior to disclosure;
  - the Confidential Material is independently developed without reference to, use or benefit of any Confidential Material;
  - if it is required to do so by an administrative or court order or by mandatory law. In such case, the receiving Party shall promptly notify the disclosing Party of such order and/or court decision and/or confidential law to the extent permitted by law and assist the disclosing Party in ensuring that its Confidential Information is kept confidential
- 12.4 Each Party shall immediately inform the other Party in the event that it becomes aware of the possession, use or knowledge of any of such other Party's Confidential Material by any person not authorized to possess, use or have knowledge of the Confidential Material and shall at the request of such other Party provide such reasonable assistance as is required by such other Party to mitigate any damage caused thereby.

## 13. Export regulations

- 13.1 The Software and/or Confidential Material of BE-terna may be subject to export control laws of various countries, including the laws of the United States, EU, and Germany. The Customer will not submit the Software or any Confidential Material of BE-

terna or parts thereof to any government agency for licensing consideration or other regulatory approval, and will not export, re-export or import any Software or Confidential Material of BE-terna or parts thereof to countries, persons or entities if prohibited by export laws.

- 13.2 BE-terna may terminate this Agreement with without notice if BE-terna may not deliver or grant the Customer access to the Software or Confidential Material of BE-terna due to an embargo, trade sanction or other comparable restrictive measure.

## 14. Miscellaneous

- 14.1 Except as otherwise expressly set forth in the Agreement, neither Party shall be entitled to assign any rights or claims under this Agreement without the prior written consent of the respective other Party.
- 14.2 Amendments, supplements or the cancellation of the Agreement (including this Section 14.2) shall be valid only if made in writing. Stricter statutory form requirements shall remain unaffected.
- 14.3 The Agreement is governed by the laws of Germany, without regard to the United Nations Convention on Contracts for the International Sales of Goods (CISG).
- 14.4 All disputes and claims arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the courts in Leipzig, Germany.
- 14.5 Should any individual provision of the Agreement be or become in whole or in part invalid or infeasible, or should there be an omission in the Agreement, this shall not affect the validity or feasibility of the remaining provisions, without any Party having to argue (*darlegen*) and prove (*beweisen*) the Parties' intent to uphold the Agreement even without the invalid or infeasible provision or the omission.
- 14.6 In place of the invalid or infeasible provision or in order to remedy the omission, the Parties undertake to agree on an appropriate, valid and feasible provision that comes closest to what the Parties intended or would have intended in accordance with the purpose of the Agreement had they considered the matter at the outset.

Status as of: 16 September 2025