

END USER LICENSE AGREEMENT for the Lease and Maintenance of “Data Virtuality Platform” and “Data Virtuality Pipes Professional”

This is the END USER LICENSE AGREEMENT (EULA) for the "Data Virtuality Platform" and "Data Virtuality Pipes Professional" software, provided by the entity from which the customer purchased the software license, hereinafter referred to as the "Data Virtuality-Reseller".

Any deviating terms and conditions of the customer, that are not expressly accepted by the Data Virtuality-Reseller, shall not become a part of the contract, even if the Data Virtuality-Reseller does not expressly object to them.

The Data Virtuality-Reseller shall provide the customer with the EULA together with a “**Quotation**” regarding the leasing and maintenance of the software specified in the Quotation. If you accept the Quotation of the Data Virtuality-Reseller, you enter into a contract with the Data Virtuality-Reseller that contains the content of the Quotation as well as this EULA. In the case of contradictions between the provisions of the Quotation and the EULA, the provisions of the Quotation shall have priority.

§ 1 Subject Matter and Term of the Contract

(1) In the case that a software lease has been agreed upon, the Data Virtuality-Reseller shall provide the customer the license to use the software specified in the Quotation including the application documentation (jointly referred to as “**Contractual Items**”) at the conditions indicated in the Quotation and shall provide it to the customer for the purpose of using it in accordance with the EULA and the Quotation. The Data Virtuality-Reseller shall provide the Contractual Items to the customer ready for installation via download, or through access to a web interface where the customer can log in. In scenarios where the software is accessed through a web interface as a service, no physical or downloadable copy will be provided. The source code of the software shall not be leased together with the software.

(2) The application documentation that is applicable at the time of the provision of the Contractual Items in accordance with section 1 shall be authoritative for the condition of the software provided by the Data Virtuality-Reseller. The Data Virtuality-Reseller shall not owe the customer any additional condition of the software.

(3) Any possible guarantees granted by the Data Virtuality-Reseller before the conclusion of the contract shall only be valid when submitted in writing.

(4) For on-premise and self-cloud-hosted solutions, the hardware required for the operation of the software does not form a part of the subject matter of this contract. In such cases, the customer themselves shall be responsible for the availability of the hardware and a corresponding server environment. For a SaaS customer, the necessary hardware and server environment will be provided as part of the service offering by the Data Virtuality-Reseller.

(5) Unless otherwise agreed upon in the Quotation, the connectors delivered by the Data Virtuality-Reseller shall exclusively cover the reading functionality of the respective interface.

(6) The lease relationship shall commence at the date specified in the Quotation or – if such a date has not been indicated in the Quotation – upon the conclusion of the contract and shall have a term of one year unless set out otherwise in the Quotation. (7) The right of each party to terminate for cause a contract that was concluded on the basis of this contract shall remain unaffected. Each notice of termination shall only be valid when made in writing.

§ 2 Lease Fee

The customer shall pay the Data Virtuality-Reseller the lease fee as specified in the Quotation. This fee covers the provision, use, and maintenance of the software. Invoicing will be made within 4 weeks after the conclusion or extension of the contract unless otherwise stated in the Quotation.

§ 3 Rights of Use to the Contractual Items

(1) The Data Virtuality-Reseller shall grant to the customer a non-exclusive right of use to the Contractual Items that shall be limited in terms of time to the duration of the lease relationship and shall permit the usage at a single workplace as well as at multiple workplaces; however, the right shall

be limited in terms of the application area to the destination country, in which the Contractual Items are intended to be used and which is agreed upon between the parties. In the case that such a country has not been expressly agreed upon, the right of use shall be exclusively granted regarding the country in which the customer has their registered seat. This right of use shall apply exclusively to the data sources indicated in the Quotation.

(2) The customer shall be permitted to use the software solely for the purpose of performing their internal business operations and the ones of companies that are affiliated with the customer (“**Group Companies**”). In particular, (i) the operation of a data processing center on behalf of third parties or (ii) the temporary provision of the software (e.g. as Application Service Providing or Software as a Service) to other companies than Group Companies or (iii) the use of the software for training people who are not employees of the customer or their Group Companies shall not be permitted.

(3) The right of use to the Contractual Items granted to the customer shall exclusively cover the reading functionality of the connectors. The customer shall be permitted to use the writing functionality only on the basis of a corresponding separate agreement.

(4) For downloaded software, backups are allowed for future use as per Section 69 d of the German Copyright Law [Urheberrechtsgesetz, UrhG]. All backups must carry the original's copyright notice. For users accessing via a web interface, direct backup might not apply; any permitted backups must bear the copyright notice. In all cases, the Data Virtuality-Reseller's rights remain unchanged.

(5) The customer shall be authorized to make changes, extensions, and other alterations to the software only to the extent that this is permitted by imperative statutory provisions.

(6) The customer shall be permitted to decompile the software only within the limitations of Section 69 d of the German Copyright Law and this only in the case that the Data Virtuality-Reseller has not made available the necessary data and/or information in order to establish interoperability with other hardware and/or software subsequent to a written request and within an appropriate period of time.

(7) In the case that the Data Virtuality-Reseller provides to the customer – within the scope of subsequent improvements or the care for and maintenance of the software – amendments (e.g. patches, amendments to the application documentation) or a new version of the Contractual Items (e.g. updates, upgrades) that replace the previously provided Contractual Items (“**Legacy Software**”), these shall be subject to the regulations of this contract. In the case that the Data Virtuality-Reseller provides a new version of the Contractual Items, the entitlements of the customer regarding the Legacy Software shall expire, even if the Data Virtuality-Reseller does not expressly require its return, as soon as the customer productively uses the new software. However, the Data Virtuality-Reseller shall grant to the customer a three-month transition period, during which it shall be permitted to use both versions of the Contractual Items simultaneously.

(8) Except as provided in sections 4 and 5 (provided that the documentation is integrated into the software), any reproduction or alteration to the application documentation shall not be permitted.

(9) In the case that other data sources are connected to the software, the DataVirtuality-Reseller shall be permitted to invoice the amount accruing for the extended usage in accordance with the prices indicated in the Quotation.

(10) The software contains open source software to which separate license terms apply as defined in the application documentation. Regarding the open source software Data Virtuality grants the customer a simple right of use in accordance with the respective license terms of the open source software. Furthermore, the customer shall comply with the obligations resulting from the license terms of the open source software.

§ 4 Installation

Regarding the installation of the software, the Data Virtuality-Reseller shall refer to the installation details described in the application documentation, and in particular to the hardware and software environment that shall be available on the customer's behalf. Upon the customer's request, the Data Virtuality-Reseller shall assume the installation of the software on the basis of an agreement to be concluded separately.

§ 5 Protection of the contractual Items

(1) Unless rights have been expressly granted to the customer, the developer of the software (Data Virtuality GmbH, Katharinenstr. 15, 04109 Leipzig, Germany, represented by their managing director Dr. Nick Golovin, hereinafter referred to as “**Software Developer**”), shall be exclusively entitled to all rights to the Contractual Items (and all copies created by the customer), in particular, property rights, copyrights, and rights of use, the rights to or in inventions as well as technical protective rights. However, the customer's right to data or information accessed or downloaded remains unaffected..

(2) The customer shall carefully store the provided Contractual Items and protect them from access by unauthorized third parties in order to prevent data abuse. The customer shall not make the Contractual Items (whether unaltered or altered) available to third parties. The customer's employees, as well as other persons that are present at the customer's premises for the purpose of using the Contractual Items in accordance with the contract, shall not be deemed to be third parties.

(3) The customer shall not be permitted to change or remove copyright notices, signs and/or control numbers or trademarks. If the customer changes or processes the Contractual Items, these notices and signs shall be taken over into the changed version of the Contractual Items.

(4) The customer is required to maintain a log detailing the locations and copies of any backed-up or stored Contractual Items. Upon request, they should provide Data Virtuality-Reseller with this information and allow for inspection.

(5) If a customer provides or transfers data storage devices or any hardware containing Contractual Items to third parties, the customer must ensure those items have been fully and permanently deleted, unless it's a sanctioned transfer as per § 6, section 1 of the EULA.

§ 6 Transfer of the contractual Items to third Parties

(1) The customer shall not be permitted to transfer the software to third parties, i.e. to provide it to them, and in particular to lease it to them.

(2) The non-independent use of the software within the scope of the intended use in accordance with the EULA by the employees of the customer or other third parties that are subject to the customer's authority to give directions shall be permitted.

§ 7 Obligation of the Customer to notify and to exercise Care

(1) The customer shall be obliged to notify the Data Virtuality-Reseller immediately of software defects. In doing so, the customer shall take into account the information of the Data Virtuality-Reseller and the Software Developer regarding the analysis of problems to the extent that this is reasonable for the customer and shall forward to the Data Virtuality-Reseller all information that is available to the customer and required for removing the defect.

(2) For on-premise and self-hosted cloud installations, the customer shall notify the Data Virtuality-Reseller in writing of any changes to the servers on which the software is used. This provision does not apply to SaaS deployments.

(3) The customer must take steps to protect the software from unauthorized access. They must store any downloaded copies securely and ensure those accessing the software, whether employees or others understand the limits on copying as stipulated by this contract.

(4) The customer shall permit the Data Virtuality-Reseller and Software Developer to access the Contractual Items for the purpose of searching for and removing errors, upon the customer's choice directly and/or indirectly by means of remote data transmission.

(5) The customer shall take appropriate measures in the case that the software does not work properly in whole or in part (in particular by creating data backups on a daily basis, failure diagnosis, and reviewing the results of the data processing on a regular basis). Provided that the customer does not expressly make an advance statement to the contrary, the Data Virtuality-Reseller shall be permitted to assume that all data of the customer that they might come in contact with is backed up accordingly.

(6) Both the Data Virtuality-Reseller and the Software Developer shall retain the right to verify that the Contractual Items are being utilized in accordance with the provisions of this contract. For on-premise setups, the customer shall provide the Data Virtuality-Reseller with a report outlining the connectors and connections they have deployed annually. The Data Virtuality-Reseller shall send an email to the customer, formally requesting this report, and shall include the requisite form for its completion. Upon receipt of this request, the customer shall be obligated to complete and submit the form via email

within a period of 14 days. For SaaS deployments, the Data Virtuality-Reseller will directly examine server logs to ensure compliance.

§ 8 Rights of the customer in Cases of Defects

(1) The Data Virtuality-Reseller shall warrant in accordance with the statutory provisions regarding leases that the Contractual Items have the agreed conditions and that no conflicts with third-party rights will arise if the Contractual Items are used by the customer within the scope of the contract. The warranty of the freedom of the Contractual Items of third-party rights shall, however, only apply to the countries of destination agreed upon between the parties in which the Contractual Items shall be used. Without an express agreement, the warranty shall exclusively apply to the country in which the customer has their place of business.

(2) A defect of the software shall particularly exist if (a) the software does not provide the functionalities determined in the product/service description of the software when used in accordance with the contract or (b) if it is unsuitable for the assumed usage. A defect of the software shall particularly not exist if (a) the aforementioned requirements are met and this does only insignificantly affect the use of the software or (b) the failure was caused by inappropriate handling of the software in accordance with § 11, (c). A defect of the application documentation shall exist if a competent user, who has basic knowledge regarding the usage of the software, is unable to understand how to use individual functions with the help of the documentation or to solve problems occurring while applying reasonable effort.

(3) In cases of defects of quality, the Data Virtuality-Reseller shall initially comply with their warranty obligation by means of a supplementary performance. For that purpose, the Data Virtuality-Reseller shall, at their choice, provide the customer with a new software version that is free of defects or shall remove the defect; the fact that the Data Virtuality-Reseller shows the customer adequate options to avoid the effects of the defect, shall also be deemed to be a removal of the defect. Also in cases of defects of title, the Data Virtuality-Reseller shall initially comply with their warranty obligation by means of a supplementary performance. For that purpose, the Data Virtuality-Reseller shall, at their choice, provide to the customer a legally unobjectionable option to use the delivered Contractual Items or the replaced or altered equivalent Contractual Items. In other respects, the statutory provisions regarding leases shall apply.

(4) The Data Virtuality-Reseller shall bear the costs of the supplementary performance. If it becomes apparent that no defect of the software existed, the customer shall reimburse the Data Virtuality-Reseller for the expenses caused by the works performed to the extent that during the examination process regarding the defect, the customer has not applied the necessary care and due diligence. Furthermore, the additional expenses on the part of the Data Virtuality-Reseller caused by the fact that the customer has not duly complied with their obligations in accordance with § 7 shall also be reimbursed.

(5) In the case that third parties assert claims that impede the customer from exercising the rights of use granted to them under the contract, the customer shall inform the Data Virtuality-Reseller in writing immediately and comprehensively. The customer shall authorize the Data Virtuality-Reseller to make judicial and extra-judicial complaints about third parties on their own. In the case that an action is brought against the customer, they shall coordinate with the Data Virtuality-Reseller on that and shall perform procedural measures, in particular, acknowledgments and compromise agreements only with the consent of the Data Virtuality-Reseller. The Data Virtuality-Reseller shall be obliged to defend the claims on their own account and to indemnify the customer against all costs and damages related to the defense of the claims unless these claims are based on the behavior of the customer in breach of their duty.

(6) The rights of the customer arising from defects shall be excluded to the extent that the customer makes changes or has changes to the object of the lease made by third parties without the consent of the Data Virtuality-Reseller, unless the customer proves that the changes do not have an effect on the analysis and removal of the defects, which is unreasonable for the Data Virtuality-Reseller. The rights of the customer arising from defects shall remain unaffected to the extent that the customer is permitted to make changes, in particular in the scope of exercising the right to remove defects themselves and these changes are made in a technically correct manner and have been documented in an comprehensible way.

(7) The customer agrees that the contractual support services of the Data Virtuality-Reseller under this EULA can also be provided to the customer by a third-party service provider or the Software Developer.

§ 9 Consulting Services

The Data Virtuality-Reseller shall owe consulting services only if they are owed in accordance with the Quotation. A separate agreement and remuneration shall be required for the performance of additional services.

§ 10 Delivery of new Software Parts

(1) The Data Virtuality-Reseller shall make available to the customer all updates/upgrades/new versions/releases of the software approved by the Software Developer (together referred to as “**Software Parts**”) and shall grant to the customer rights of use to the Software Parts in accordance with § 3 of the EULA. This shall include the corresponding supplements/updates of the documentation of the software. The classification of the respective software as “update”, “upgrade”, “version”, or “release” shall be subject to the Software Developer’s reasonable discretion.

(2) The provision of Software Parts is either through direct access on a web interface or by download in the object code format. The source code remains proprietary and will not be shared.”

(3) The proper installation of new Software Parts in accordance with the regulations shall be incumbent on the customer.

§ 11 Other Services

Other Services as indicated below are not included. This shall particularly apply to

(a) services by the Data Virtuality-Reseller on-site at the customer’s premises, unless these services are already owed on the basis of this contract;

(b) services that shall be performed by the Data Virtuality-Reseller upon the customer’s request outside of normal working hours;

(c) services regarding the software that become necessary due to inappropriate handling, and/or infringements of obligations on the part of the customer, e.g. non-compliance with directions for use or application documentation;

(d) services regarding the software that become necessary due to force majeure or other circumstances that the Data Virtuality-Reseller is not liable for;

(e) services regarding the software that are necessary in connection with the installation of a(n) update/upgrade/version/release provided to the customer, and induction and training regarding these software versions;

(f) adjustments of the software to changed and/or new facilities, devices, operating systems, databases, and especially new sources of data for the customer;

(g) adjustments of the software exceeding the adjustments delivered by the Data Virtuality-Reseller in accordance with § 10 and that for example result from changed or new usage requirements of the customer.

§ 12 Limitations of Liability

(1) The Data Virtuality-Reseller shall in each case be liable without limitation and within the scope of the statutory provisions for damages

(a) arising from injury to life, body, or health, that are attributable to an intentional or grossly negligent infringement of obligations or to another intentional or grossly negligent conduct of the Data Virtuality-Reseller or one of their statutory representatives or performing agents [*Erfüllungsgehilfen*];

(b) based on the initial or subsequent absence of a warranted characteristic or in the case of non-compliance with a guarantee;

(c) that are attributable to an intentional or grossly negligent infringement of obligations or to another intentional or grossly negligent conduct of the Data Virtuality-Reseller or one of their statutory representatives or performing agents.

(2) The Data Virtuality-Reseller shall be liable – while the compensation for damages shall be limited to foreseeable damages that are typical for the contract – for damages that are attributable to a slightly negligent infringement of cardinal obligations by the Data Virtuality-Reseller or one of their statutory representatives or performing agents. Cardinal obligations shall be obligations that enable the due performance of this contract in the first place and the compliance with which the customer may rely upon.

(3) The Data Virtuality-Reseller shall be liable for other cases of slightly negligent conduct, whereby this liability shall be limited to a sum amounting to half an annual lease for each case of damage.

(4) The liability of the Data Virtuality-Reseller without fault in accordance with Section 536 a, subsection 1, 1st alternative of the German Civil Code for defects that do already exist at the time of the conclusion of the contract shall be excluded.

(5) If losses of data were caused by simple negligence, the Data Virtuality-Reseller shall be liable only for the damage that would have accrued also in the case of due and regular data backups made by the customer correspondent to the importance of the data; this limitation shall not apply if the data backup was impeded or impossible due to reasons attributable to the Data Virtuality-Reseller.

(6) The aforementioned provisions shall apply with the necessary modifications to the liability of the Data Virtuality-Reseller regarding the reimbursement of wasted expenditure.

(7) The liability in accordance with the German Product Liability Law [*Produkthaftungsgesetz, ProdHaftG*] shall remain unaffected.

§ 13 Return

(1) Upon the contractual relationship's termination, the customer must delete all accessed or downloaded software versions, along with any related manuals and documentation. This extends to any copies made of the software by the customer.

(2) In the case of an on-premise installation or if the software has been stored in any offline or online backup systems, the customer must ensure that all instances of the software, including any associated manuals and documentation, are permanently deleted from such systems or backups.

(3) Any usage of the software after the termination of the contractual relationship shall not be permitted.

§ 14 Confidentiality

(1) Both parties shall undertake to treat as confidential all information regarding the business, business concepts, business relationships, and business ideas of the disclosing party as well as those of their customers, which they received from the respective other party, the legal successors or an affiliated company of the respective other party, and all records connected therewith or handed over to the respective other party or that they gained knowledge of in each case. Such information to be treated as confidential shall include in particular information concerning the know-how in the fields of data integration, data federation, data warehousing, the technical implementation of the software, and the automated construction of a data warehouse.

(2) Marketing and sales records that have been prepared by both parties, possibly in collaboration, and that are intended to be brought to the attention of potential customers and cooperation partners and that are explicitly marked as such, shall be explicitly exempted from the information to be treated as confidential in accordance with item (1).

(3) Both parties shall undertake to make the information received from the respective other party under this contract available only to those employees that require them for purposes of this agreement and shall undertake to impose also on these employees an obligation to maintain confidentiality regarding all information in accordance with this agreement. Both parties shall take all necessary measures in order to avoid the forwarding of received information to unauthorized persons.

(4) The respective recipient of information shall be entitled to forward confidential information to their legal and economic advisors only in the case that these advisors have also signed a confidentiality declaration corresponding to this agreement or are obliged to maintain confidentiality pursuant to their rules of professional conduct.

(5) The obligation to maintain confidentiality and to not use the received information shall not apply to information that

(a) has probably been known to the respective recipient of information before the disclosure,

(b) has probably been known to the public, or in the public domain before the disclosure, or

(c) has become known to the public or entered into the public domain after the disclosure without the contribution or fault of the party receiving the information, or

(d) that is disclosed or made available to the recipient of information at any time by an authorized third party or that is explicitly exempt from the provisions of this agreement by mutual consent between the parties and in writing.

(6) The obligation to maintain confidentiality shall not apply if and when the respective recipient of the information is obliged to disclose the confidential information due to statutory provisions. In this case, the recipient of the information shall inform the respective other party promptly about the disclosure of the confidential information. The recipient of the information shall make efforts to an appropriate extent to receive a confirmation that the third party to whom the confidential information needs to be disclosed will treat the information as confidential.

§ 15 Data Protection

(1) In the performance of the contract, the Data Virtuality-Reseller shall comply with the regulations of the applicable Data Protection Law particularly when they are granted access to the operations or the hardware and software of the customer.

(2) The Data Virtuality-Reseller shall hereby make the customer explicitly aware of their statutory obligation to observe the provisions of the data protection law when using the Contractual Items (to the extent that it is applicable). The Data Virtuality-Reseller shall provide the customer by means of this contract only software for data analysis and processing purposes. The Data Virtuality-Reseller shall have, in particular, no influence on the fact to which extent and in which way the customer uses the software. The customer shall examine whether the specific use of the software by the customer is possibly applicable in accordance with the provisions of the data protection law. The Data Virtuality-Reseller shall not be liable for any use of the software provided that is possibly not permitted under the data protection law.

§ 16 Other Agreements

(1) German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply exclusively.

(2) The parties have not entered into any oral agreements. Any changes of or amendments to this contract including this provision shall only be legally effective when made in writing, unless these have provably been negotiated between the parties.

(3) If any provision of this contract is found to be invalid, contains an impermissible time limit, or presents a regulatory gap, the validity of the remaining provisions shall not be affected. Unless the invalidity arises due to a violation of Sections 305 et seq. of the German Civil Code (pertaining to the inclusion of General Terms and Conditions), a valid provision that best reflects the economic intentions of the parties shall replace the invalid provision. The same replacement principle applies in the event of a regulatory gap. If an impermissible time period is specified, the legally permitted period shall be deemed to apply.