

## License Agreement

Terms of Use

for

“Ingentis org.manager SaaS”

### Preamble

**WHEREAS** Ingentis Inc. (the “Licensor“) is engaged in the business field of providing certain IT-services, the implementation of software and the operation of IT systems.

**WHEREAS** The Licensee wishes to use the Licensed Product and make use of the aforementioned services.

**NOW, THEREFORE,** in order to determine the legal and commercial terms, the parties agree on the following:

### Definitions

Agreement	means the entirety of the contractual documents - the License Agreement, the Order Form, any annexes thereto.
Commencement Date	means the date defined in the Order Form on which the Licensor begins to perform its contractual obligations.
Data Loss	means the deletion or loss of integrity and/or consistency of Licensee's data.
Defect	means any technical or legal deviation from the agreed specifications that is attributable to the Licensor and has a negative impact on the use of the Licensed Product and/or renders it unsuitable for the intended purpose.
License Agreement	this License Agreement.
Licensee	is the party specified in the Order Form, who is granted the legal right to use the Licensed Product under the provisions of the Agreement.
Licensed Product	is the software developed by the Licensor and subscribed to by the Licensee, defined in detail in the Order Form.
Object	is the object type (e.g. employees, departments, etc.) defined in the Order Form that is used for counting of the master records.
Object Limit	is the licensed maximum number of master records defined in the Order Form.
Order Form	is the order with the detailed contractual details, such as the specific name of the Licensed Product, the contract price, the payment terms, etc.
Software Maintenance	is the maintenance of the Licensed Product within the scope of support for the Licensee in the event of software errors, provision and, if agreed, installation of Updates.
Subscription Fee	is the fee to be paid by the Licensee to the Licensor for the license subscription to the Licensed Product and the services to be provided by the Licensor.
Visualization	are the organizational charts, dashboards or lists generated by the Licensed Product.
Written, in writing	means in text form, including electronic form, fax, etc.

## **1 Subject Matter of the Agreement**

### **(1) General**

This License Agreement and the fully completed and signed Order Form, together with the attached annexes, shall collectively constitute the entire Agreement between the parties. The Agreement comes into force on the date of its full signature by both parties and shall take effect on the Commencement Date and shall remain effective until expiration or termination by either party. The Agreement can only be supplemented or amended by a written amendment agreement signed by both parties.

### **(2) Subject Matter of the Agreement**

The subject matter of the is a non-exclusive, transferable, geographically unlimited, and time-limited usage license for the Licensed Product, as well as the services defined in the Order Form under the provisions agreed herein.

## **2 Order of Precedence**

### **(1) These and any further individual documents are in the following order of precedence, whereby the document listed first shall overrule the one listed afterwards. Any gaps shall be filled by the respective lower-ranking documents:**

- a) The Order Form together with any amendments and/or supplements. However, deviations from the provisions of this License Agreement - with the exception of this clause 2 - are only permitted to the Licensor's detriment if the provision from which deviation is sought is expressly mentioned in the respective Order Form. If no such mention is made, the parties agree that the deviating provision shall be ineffective; deviations from this order of precedence provision shall be ineffective in any case.
- b) This License Agreement together with its annexes.
- c) Relevant technical standards and norms.
- d) Applicable legal regulations.

### **(2) In the event of additional, subsequent supplements or amendments, the later document shall overrule the earlier.**

### **(3) Neither the general terms and conditions of the parties nor those of a third party or institution shall become part of the Agreement, even where the Licensor has not expressly contradicted them or where the Order Form is accepted without further comments or explicit rejection of such general terms and conditions. For the purpose of clarification, any references made by the Licensee to include general terms and conditions are herewith rejected.**

## **3 Rights and Obligations of the Licensor**

### **(1) Rights granted to the Licensee:**

The Licensor grants the Licensee and its affiliated companies a non-exclusive, transferable right to use the Licensed Product (including documentation) and any extensions thereto for the period defined in the Order Form. The transfer of the aforementioned right of use to third parties shall be subject to the provision of clause 10 hereof.

### **(2) Delivery/Installation**

The Licensed Product shall be made available to the Licensee as a "Software as a Service application" within the scope defined in the Order Form.

### **(3) In case the Licensee is in breach or default of (timely) performance of its contractual obligations and after expiration of a reasonable grace period set by the Licensor, the Licensor shall be entitled to suspend performance of all services under the Agreement until such breach is cured. In case cure of the aforementioned breach is not possible or refused by the Licensee, the Licensor shall be entitled to terminate this Agreement with immediate effect by a written notification in accordance with the provisions of clause 5 hereof.**

## **4 Subscription Fee and Payment Terms**

### **(1) The Subscription Fee shall be payable annually and within the period defined in the Order Form, which shall commence upon receipt of the corresponding invoice by the Licensee. All prices stated in the Order Form are fixed net, exclusive of the applicable VAT.**

### **(2) The amount of the Subscription Fee shall be defined in the Order Form and depends on the Object Limit defined therein.**

### **(3) If the agreed licensed Object Limit is exceeded, the processing of the Licensee's data is automatically stopped. In such a case, only the most recently generated Visualization with an Object-count less than or equal to the licensed Object Limit is displayed. Further processing of the data is automatically stopped. The Licensee is automatically notified when the Object Limit is exceeded and has two options to choose from:**

- a) The Licensee has the option of excluding the surplus Objects from processing by excluding them before the next processing of the data for Visualization creation. The processing option is then automatically enabled;

or

- b) The Licensee may increase the Object Limit to the next level by contacting the Licensor and submitting a corresponding request. The Licensor will then submit an offer to the Licensee. Upon acceptance of this offer, the Object Limit will be increased accordingly. The price difference shall be paid pro rata within the payment term agreed in the Order Form from receipt of the corresponding invoice.

Together with the aforementioned offer, the Licensor shall provide the Licensee with a temporary license free of charge, which is limited to a period of 30 calendar days. This temporary license covers the number of Objects up to the Object Limit specified in the offer and enables the Licensee to display further Objects in the Visualization, provided that they remain within the newly defined Object Limit. For clarification: the 30-day period of use of the temporary license shall start from the date of receipt by the Licensee of the Licensor's first offer to increase the Object Limit. Furthermore, the temporary license shall expire with immediate effect if the Licensee rejects the offer.

- (4) The Licensor shall be entitled to adapt the Subscription Fee annually by the percentage value of the increase in the harmonized consumer price index published by the US Bureau of Labor Statistics. The first such adjustment shall not be made before the expiration of the minimum subscription term.
- (5) All payments are due upon expiration of the period specified in the Order Form. The aforementioned period shall commence upon the Licensee's receipt of the respective invoice. If payment is late, the Licensor shall be entitled to charge an interest rate of 4% *per annum* for each day of delay. The right of the Licensor to assert further claims for damages or other claims shall remain unaffected.
- (6) In case the Licensee is in breach or default of (timely) performance of its payment obligations under the Agreement and after expiration of a reasonable grace period set by the Licensor, the Licensor shall be entitled to assign its claim for payment to a third party. The Licensor's right to charge an interest rate for delay in accordance with this clause shall remain untouched.

## 5 Term of Subscription and Termination

- (1) The Commencement Date of the subscription term and the minimum subscription term shall be defined in the Order Form.

- (2) Termination for convenience

Either party shall be entitled to terminate the Agreement for convenience in writing by submitting a written notice of termination, subject to 3-months' notice period. Such termination shall be possible for the first time at the end of the minimum subscription term.

If the terminating party does not submit the notice of termination in compliance with the aforementioned 3-months notification period, the subscription term shall be extended every 12 months for a further 12 months. The next notice of termination may be submitted in compliance with the described 3-month notice period prior to the expiration of the extended subscription term.

- (3) Licensor's right for termination

The Licensor shall be entitled to terminate the Agreement with immediate effect in case the operation of the Licensed Product is not possible due to the termination on the part of the Licensor's hosting provider.

- (4) Termination for cause

Both parties shall have the right to terminate the Agreement with immediate effect for good cause by issuance of a written notice, if the other party:

- a) refuses to fulfill its obligations under the Agreement without legally justified reason, or
- b) commits a persistent or repeated breach of its obligations under the Agreement, or
- c) violates any applicable law and such violation adversely affects the other party, for example, in the form of financial losses, third party claims or reputational damage, or
- d) after taking into account all circumstances of the individual case and the interests of both parties, the fulfilment of the contractual obligations until the agreed expiration cannot reasonably be expected in good faith.

## 6 Rights to the Licensed Product

All rights to the Licensed Product are protected. The copyright, patent rights, trademark rights and all other ancillary copyrights to the Licensed Product which the Licensor grants to the Licensee in the course of the initiation and performance of his obligations under the Agreement, shall remain the exclusive property of the Licensor. In the event that a third party holds the aforementioned rights, the Licensor shall have all required exploitation rights.

Licensor is and shall remain the sole and exclusive owner of the title to the Licensed Product and to the source code to the Licensed Product, and to all intellectual property rights related thereto. Furthermore, the Licensee shall not be entitled to reverse engineer, modify, enhance, decompile, disassemble, or create copies (except for the purpose of back-up) or derivative works of the Licensed Product, or to sell or give on commercial rental or offer for sale or for commercial rental provide any copy of the Licensed Product. The Licensee does not get access to the source code of the Licensed Product.

## **7 Third-Party Rights**

The Licensor warrants that the Licensed Product is free from third party rights that restrict or exclude the use according to the scope agreed on. If the use is impaired by industrial property rights of third parties, the Licensor has the right to either modify the Licensed Product for the Licensee to a reasonable extent so that it is no longer subject to the scope of protection, or to obtain authorization that the Licensed Product can be used without restriction and without additional costs for the Licensee.

## **8 Warranty**

- (1) The Licensor warrants that the Licensed Products, as well as the accompanying documentation fully comply with the specifications defined in the Order Form, as well as in the corresponding technical annexes and that they have the performance characteristics required for the intended purpose.
- (2) In the event of a Defect, the Licensor shall, subject to Licensor's choice, be obliged to provide supplementary performance by the following measures:
  - a) remedy of the Defect, or
  - b) delivery of a Defect-free Licensed Product

If a Defect cannot be remedied by the aforementioned measures, an equivalent version of the Licensed Product that does not materially reduce any of the functionality, features and performance capabilities of the Licensed Product that exists as of the effective date of Agreement shall be accepted by the Licensee in a reasonable manner.

The Licensee's right to claim for remedy of Defects under the warranty shall commence from the effective date of the Agreement and shall apply for the entire term of subscription defined therein until termination of the Agreement by either party.

- (3) The Licensee shall be obliged to support the Licensor in the error analysis and Defect remedy by describing occurring problems precisely and in detail, and to provide the Licensor with any and all information necessary for the Defect remedy without undue delay. The Licensor may, at its discretion, execute the Defect rectification at Licensee's business premises or by remote maintenance. After prior notification, the Licensee shall grant the Licensor access to its affected EDP system within the scope of the Defect rectification.
- (4) In the event that the Licensor finally refuses to remedy the Defect, or if the remedy finally fails or is unreasonable for the Licensee, the Licensee may terminate the Agreement with immediate effect or reduce the remuneration appropriately. Any services provided by the Licensor before termination, shall be reimbursed by the Licensee, if any. Such Licensee's right to terminate the Agreement with immediate effect shall not apply if the Defect is wholly or predominantly attributable to the Licensee.
- (5) In the case of a justified warranty claim, the provisions of the Licensor's SLA and the Support Guidelines under the link below shall apply without limitations:

[https://agreements.ingentis.com/Ingentis\\_org.manager\\_SaaS\\_SLAs\\_v.20240723\\_EN.pdf](https://agreements.ingentis.com/Ingentis_org.manager_SaaS_SLAs_v.20240723_EN.pdf)

[https://agreements.ingentis.com/Ingentis\\_Support\\_Guidelines\\_v.20250509\\_EN.pdf](https://agreements.ingentis.com/Ingentis_Support_Guidelines_v.20250509_EN.pdf)

## **9 Liability**

- (1) The liability of the parties arising from or in connection with the Agreement shall be governed by the provisions of this clause.
- (2) Both parties shall be liable for damages caused by willful misconduct or gross negligence. For damages caused by negligence, the parties shall only be liable if material contractual obligations are breached. Any liability is limited to the actual, direct and reasonably demonstrable damage. Liability for indirect damages and consequential damages, including lost profits and lost opportunities, shall be excluded to the extent permitted by the applicable law. In the event of Data Loss due to a Defect in the software, the Licensor's liability shall be limited to the recovery costs.
- (3) The liability of the parties for damages arising from or in connection with the Agreement shall be limited to 100% of the amount payable by the Licensee for the current subscription period.

- (4) The limitations of liability shall not apply to:
- a) gross negligence, or
  - b) willful misconduct, or
  - c) fraud, or
  - d) corrupt practices, or
  - e) damages resulting from injury to life, limb, or health, or
  - f) mandatory liability under applicable law, or
  - g) fines payable under applicable law, or
  - h) any infringement of intellectual property rights.
- (5) The foregoing provisions shall also apply to the parties' agents and representatives.

**10 Transfer of Rights and Obligations**

Either party shall be entitled to transfer all rights and obligations under the Agreement to third parties, subject to the other party's previous written consent, which shall not be unreasonably withheld.

**11 Waiver**

No waiver shall be valid unless given in writing and signed by the authorized representative of the party making the waiver.

**12 Confidentiality**

Both parties mutually agree to keep know-how and trade secrets which they learn about each other and all know-how which is not generally known secret strictly confidential for an indefinite period of time. The same provision shall apply to all deputies, employees, or subcontractors of both parties. The provisions of the existing confidentiality agreement (NDA) concluded between the parties shall apply without limitation and shall take precedence over the provisions of this clause.

**13 Severability Clause**

As far as one or more provisions of the Agreement are or become void, invalid, or impracticable, the validity of the remaining provisions shall not be affected. The void, invalid or impracticable provision shall be deemed to be replaced by a regulation which comes closest to representing the meaning and purpose of the void, invalid or impracticable provision. The same shall apply to any gaps that may exist in the Agreement.

**14 Applicable Law and Place of Jurisdiction**

Irrespective of the place of delivery or performance, the parties agree that disputes arising from the Agreement shall be subject to the application of the law of the State of Delaware.