

## MATRIX42 GENERAL TERMS AND CONDITIONS

These general terms and conditions (the "**GTCs**") apply to all Services (as defined below) and form an integral and inseparable part of the Agreement between the Customer and Matrix42 concerning the provision of Services. In addition to these GTCs, supplementary contractual terms and conditions ("**Supplementary Terms**") made available at <https://www.matrix42.com/en/terms-and-conditions> shall apply to any Offer, Order Form, Enterprise Service Agreement or other contractual relationship between the Parties.

### DEFINITIONS

Unless the context otherwise requires, the following expressions have the meaning set out below (and where the context so admits the singular shall include the plural and vice versa):

"**Access Point**" means the connection point(s) used to connect the Cloud Services to the Internet or other information network(s) as agreed between the Parties

"**Affiliate**" of a Party means any legal entity that is (i) directly or indirectly owning or controlling the Party, (ii) under the same direct or indirect ownership or control as the Party or (iii) directly or indirectly owned or controlled by the Party, for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of more than fifty percent (50 %) of the nominal value of the issued equity share capital or more than fifty percent (50 %) of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions;

"**Agreement**" means collectively the Order Form, these GTCs, Supplementary Terms and any other appendices to the Order Form as well as any Enterprise Service Agreement if concluded between the Customer and Matrix42;

"**Channel Partner**" mean(s) a third-party authorized reseller of Matrix42;

"**Confidential Information**" shall have the meaning set out in Section A.10.1;

"**Customer**" means the legal entity identified as the Customer in the Order Form or an Offer approved mutually in writing;

"**Customer Material**" means the Customer's data or material including any Personal Data included thereto, uploaded by the Customer to the Subscription Services or otherwise communicated to or made available to Matrix42 by or on behalf of the Customer for the provision of the Services or other material which is separately defined as Customer Material by the Parties;

"**Documentation**" means the Matrix42 proprietary manuals and other documentation and material for the Services provided in English or German language;

"**Enterprise Service Agreement**" means a framework or similar agreement between the Parties, which may not be applicable for all Customers.

"**Matrix42**" means Matrix42 GmbH and its Affiliates, including as applicable the entity contracting with the Customer identified as Matrix42 in the Order Form;

"**Fees**" mean the compensation paid by the Customer for the Services, which is specified further in the applicable Order Form or other parts of the Agreement;

"**Intellectual Property Rights**" mean (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered) and

# MATRIX42

Version: 15.04.2025

rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;

"**Offer**" means any written proposal or quotation presented by Matrix42 to the Customer specifying the Services to be provided by Matrix42 to the Customer, their quantities, Fees and applicable terms and conditions, if such Offer is accepted by the Customer in writing;

"**Order Form**" means an ordering document or an Offer accepted by the Customer in writing specifying the Services provided by Matrix42 to the Customer, their quantities, Fees and applicable terms and conditions;

"**Party**" or "**Parties**" mean(s) Matrix42 and/or the Customer, as the context may require;

"**Professional Services**" mean implementation, configuration, consulting, training and other professional services that Matrix42 provides pursuant to the Agreement, excluding Support Services or any services procured by the Customer from third parties (such as Channel Partners of Matrix42). For the avoidance of doubt, Software support and maintenance services shall not constitute Professional Services for the purposes of this definition and are consequently not supplied under the Agreement on Professional Services;

"**Services**" shall mean the Subscription Services, Support Services, Professional Services, Deliverables (if applicable) and any other Services identified in relevant Order Form(s);

"**Service Description(s)**" mean(s) the service description available from time to time at by requesting a copy from Matrix42, at <https://marketplace.matrix42.com/enablement-and-more/> after the Customer has registered and logged into the Marketplace or as attached to the Order Form or the Agreement, and which describes the Services;

"**Software**" means Matrix42's proprietary software, related software products and applications as well as Third Party Software, including any amendments, updates, upgrades, enhancements and new versions thereof;

"**Subscription License**" means the type and number of limited license(s) to use the Software included in Subscription Services during Subscription Term as set out in the Agreement;

"**Subscription Services**" mean Software, excluding Third Party Software, delivered by Matrix42 to the (i) Customer in object code format to be used by the Customer its own system environment during Subscription Term according to Matrix42 specifications and license ("**Software Service**"); or (ii) Access Point to enable the use by the Customer over information networks ("**Cloud Services**") during Subscription Term subject to valid Subscription License; as well as thereto related Support Services as identified in the relevant Order Form or Service Description;

"**Subscription Term**" means the period of authorized access to and use of the Subscription Service and/or period during which Customer has right to use Continuous Professional Services as set forth on applicable Order Form consisting of (i) the agreed first fixed term set forth in the Order Form ("**Basic Term**"); and (ii) any consecutive fixed periods following the Basic Term until written termination notice is provided in accordance with the Agreement ("**Renewal Term**").

"**Support Service(s)**" mean(s) the Matrix42 support services which (i) constitute a part of the Subscription Services; and (ii) complementary Support Services provided by Matrix42 (such as but not limited to extended support hours);



Version: 15.04.2025

**"Supplementary Terms"** mean(s) the Supplementary Terms concerning Processing of Personal Data, Professional Services and Product Usage made available at <https://www.matrix42.com/en/terms-and-conditions>.

**"Supplier"** means a third party, that supplies Third Party Software to Matrix42;

**"Third Party Software"** means any software, software products or software services developed by a third party or the Intellectual Property Rights of which belong to a third party, but which are supplied by Matrix42 in or in connection with the Subscription Services, if such software is identified as Third Party Software on relevant Order Form;

**"Working Day"** means Monday through Friday, excluding public and bank holidays in the country of registration of the Matrix42 entity contracting with the Customer.

## **MODIFICATIONS TO THESE GTCs OR SUPPLEMENTARY TERMS**

From time to time, Matrix42 may modify these GTCs or any Supplementary Terms. Such changes do not affect contract term, Fees, amount/type of Services or other terms agreed explicitly on an Offer, Order Form or Enterprise Service Agreement.

Unless otherwise specified by Matrix42, changes become effective for Customer upon renewal (including any Renewal Terms) of the then-current Subscription Term or entry into a new Order Form after the updated version of these GTCs becomes effective. Matrix42 will use reasonable efforts to notify Customer of the changes through communications via email or other means.

### **A. TERMS APPLICABLE TO OFFERS AND SERVICES**

#### **A.1 Scope**

**A.1.1** These Terms and Conditions shall apply to all Subscription, Professional and other Services provided by Matrix42 to the Customer (through a Channel Partner or directly) without Matrix42 having to refer to these in each individual case. Different, contradictory, or additional terms and conditions of the Customer shall not become part of the contract even if Matrix42 does not expressly object to them.

**A.1.2** By accepting an Offer, Order Form or Agreement referring to these Terms and Conditions, this version of the Terms and Conditions and the updated Supplementary Terms and Conditions (if any) shall replace all previous Terms and Conditions appended to any previous Order Forms or Agreements between the Parties. The updated Order Form shall always set out the Subscription Services provided to the Customer.

#### **A.2 Rights of use**

**A.2.1** Matrix42 grants to the Customer a non-exclusive, non-transferable, non-sublicensable, limited right and Subscription License to use the Services during the Subscription Period subject to the terms of the Agreement and subject to the due payment of all Fees. The Customer's right to use the Subscription Services is limited to the Customer's internal business operations and internal business purposes only and is limited to the agreed amount, type or other limitation (if any) set out for valid Subscription Licenses.

**A.2.2** The Customer may, at its option, provide access and use rights to the Subscription Services to one or more of its Affiliates, subject to all terms in this Agreement. If the Customer provides such access and use rights, the Customer will be wholly responsible for the acts and omissions of the Affiliate. No Affiliate of the Customer or third party shall have the right to take any legal action against Matrix42 under this



Version: 15.04.2025

Agreement or any Order Form hereunder who has not entered into a direct Order Form with Matrix42 under Section A.6.3 (*Separate Affiliate Ordering*) below.

**A.2.3** The Customer may not use the Subscription Services for the benefit of any third party or grant any third-party access to use the Subscription Services. Notwithstanding the aforementioned, the Customer shall have the right to grant third parties access to the Subscription Services solely for the benefit and on the behalf of the Customer where (i) the Subscription Services form a part of a service the Customer is offering to its own customers, or (ii) where third parties (such as agency-hired labor or consultants) are performing work for or behalf of the Customer and they require access to the Subscription Services for such purpose.

**A.2.4** The Customer shall be solely responsible for ensuring that it has at all times the required number and type of Subscription Licenses to cover all use of the Subscription Services by the Customer or any third party accessing the Subscription Services on the behalf of the Customer. The Customer shall be solely responsible for any use of the Subscription Services (including any breach of the Agreement) by the Customer or any third party accessing the Subscription Services on behalf of the Customer.

**A.2.5** The Customer shall not without Matrix42's prior written consent and a valid Subscription License employ any hardware, software, device or technique to pool connections or reduce the number of users that access or use the Subscription Services (also referred to as "virtualization", "anonymizing", "multiplexing" or "pooling") in order to circumvent any restrictions on scope of authorized use, including but not limited to the number of Subscription Licenses.

### **A.3 Provision of Subscription Services**

**A.3.1** The Subscription Services are described in detail in the Order Form and Service Description. Depending on the selected deployment model, Matrix42 shall deliver the (i) Cloud Services to the Access Point; or (ii) the object code of Software Services in download format to be used by the Customer in its own system environment according to Matrix42 specifications; to enable the use by the Customer substantially as set out in the Agreement.

**A.3.2** Matrix42 constantly develops its service offering and reserves the right to make changes to the Subscription Services, including the Service Descriptions, particularly, as a result of amendments of law or to ensure better functionality of its Subscription Services, at any time by notifying the Customer in writing. However, Matrix42 is only entitled to make changes if these changes do not significantly change or impair the basic scope of the obligation to perform and the quality of the service. If a change made by Matrix42 has a material adverse effect on the agreed functionality of the Subscription Services or the agreed service levels, Matrix42 shall inform the Customer of such change at least thirty (30) days before the effective date of the change. In such case the Customer may terminate the Agreement to the effective date by providing written notice. The termination notice shall be delivered to Matrix42 in writing no later than on the effective date of the change.

**A.3.3** Matrix42 shall have the right, but no obligation to make changes to the Subscription Services that (i) concern or relate to the production environment of the Subscription Services and do not have a material adverse effect on the agreed contents of the Subscription Services or the agreed service level, (ii) are necessary to prevent any data security risk to the Subscription Services or (iii) result from law or an administrative order. For the avoidance of doubt, neither Party may terminate the Agreement due to changes set out in this Section A.3.3.

# MATRIX42

Version: 15.04.2025

**A.3.4** For Software Services the Customer shall be responsible for back-up of Customer Material. In the scope of this Section Matrix42 may always assume that all of the Customer's data with which they come into contact are backed-up.

**A.3.5** Matrix42 may remotely review Customer's use of the Subscription Service, and on Matrix42's written request, Customer will provide reasonable assistance to verify Customer's compliance with the Agreement, and access to and use of the Subscription Service. If Matrix42 determines that Customer has exceeded its permitted access and use rights to the Subscription Service or is otherwise in breach of the Agreement, Matrix42 will notify Customer and within 14 days thereafter Customer shall purchase additional subscriptions commensurate with Customer's actual use. In addition, Matrix42 may exercise its rights under Section A.9.3.

**A.3.6** The Customer shall grant Matrix42 (during the customer's normal office hours) access to the rooms and/or computers on which the Software Services are hosted and to which Matrix42 requires access in order to fulfil its contractual obligations or audit rights.

**A.3.7** The Customer shall not without Matrix42's prior written consent, and without a valid Subscription License for such activities, use any automated system in a manner that sends more requests to the Subscription Services' environment than a single human could reasonably produce in the same period and/or technologies that try to follow User behavior. Automated systems within the meaning of this section includes but is not limited to robotic process automation (RPA), AI agents, robots, spiders or readers, that simulate end-user activities and access the Subscription Services using the Subscription Services' end-user interface or any unauthorized API or other similar interface.

## **A.4 Cloud Services**

*The following shall apply to Cloud Services and complement what is stated under Section A.3 on Subscription Services.*

**A.4.1** Matrix42 shall take back-up copies of the Customer Material uploaded to Cloud Services in accordance with the Service Description as applicable from time to time, provided that Matrix42 has continuous technical access to the Customers Subscription Service. If Matrix42 has no continuous technical access to the Cloud Services due to the selected deployment model, the Customer shall be responsible for back-up of Customer Material and Matrix42 may always assume that all of the Customer's data with which they come into contact are backed-up.

**A.4.2** Matrix42 shall use commercially reasonable efforts to make the Cloud Services available twenty-four (24) hours a day, 7 days a week, except for: (i) planned downtime; and (ii) any unavailability caused by circumstances beyond our reasonable control.

**A.4.3** Matrix42 may suspend the provision of the Cloud Services for a reasonable period of time if this is necessary in order to perform installation, change or maintenance work in respect of the Cloud Services or if such suspension results from installation, change or maintenance work in respect of public communication networks.

**A.4.4** Matrix42 may deny the Customer access to Cloud Services, if the Customer uses Cloud Services in a manner that unreasonably burdens the Cloud Services or otherwise jeopardizes the provision of the Cloud Services to other users.

**A.4.5** In the case of destruction, loss, alteration or damage of any Customer Material stored in Cloud Services, Matrix42 shall, upon the request of the Customer, use its reasonable efforts to recover such Customer Material. Matrix42 may charge all reasonable costs and expenses arising from any such work, if

the destruction, loss, alteration or damage of the Customer Material arises from or is caused by any act, non-compliance or negligence of the Customer.

## **A.5 Support Services**

**A.5.1** Matrix42 shall deliver the Support Services to the Customer as set out in the Service Description and Agreement, unless the Customer has purchased Support Services from the Channel Partner from which it has purchased the Subscription Services. In such case, the agreement between the Customer and Channel Partner shall govern the provision of Support Services and Matrix42 shall not be liable to deliver Support Services to the Customer. For clarity, in such case, the provisions regarding Support Services in the Service Description shall not apply.

**A.5.2** Matrix42 reserves the right to make changes to the Support Services at any time. If a change made by Matrix42 has a material adverse effect on the use of Support Services, Matrix42 shall inform the Customer and the Customer has the rights as set out in Section A.3.2 above.

**A.5.3** Provision of Support Services is always subject to continuous technical access to Customers Cloud Service by Matrix42. Where technical access is not provided continuously, Matrix42 may at its discretion limit the scope of the Support Services and/or the applicability of any service levels (if any).

**A.5.4** The Support Services provided by Matrix42 relate solely to the Subscription Services. Matrix42 does not separately offer Support Services applicable to Third Party Software, integrations or any other software, products or services supplied by any Supplier or third party.

## **A.6 Term and Termination**

**A.6.1** An Agreement concerning Subscription Services and/or Support Services shall enter into force on the first day of Basic Term as set out on the Order Form and remain valid until the end of the Basic Term. Thereafter the Agreement and Subscription Term shall continue to be valid for Renewal Term(s) of twelve (12) months, unless terminated by either Party with a written notice of at least three (3) months prior to end of Basic Term or then current Renewal Term.

**A.6.2** Upon termination of the Agreement for any reason, the Customer shall immediately cease using the Subscription Services and/or the Support Services. At the request of the Customer, Matrix42 shall return the Customer Material in a generally used electronic format by way of physical media or by way of providing the Customer with access to the material online. Matrix42 may charge reasonable costs and expenses arising from the collection and processing of the Customer Material and returning it to the Customer, if the Customer requests return in a non-standard format as defined by Matrix42.

**A.6.3** Matrix42's obligation to store Customer Material ends when fourteen (14) days have passed from the termination of the Agreement. Thereafter, Matrix42 has the right to destroy and erase such Customer Material if the Customer has not requested returning such material. Furthermore, Matrix42 may destroy or store such Customer Material to the extent Matrix42 may be obliged to do so under applicable law or due to an administrative order.

**A.6.4** Matrix42 may at its choice and without any obligation to pay damages or other compensation to the Customer, either (i) deny and suspend the provision of any Services and order Customer to suspend the use of Software Services; or (ii) terminate the Agreement with immediate effect, provided that Matrix42 first provides a written warning to the Customer, if:

**A.6.4.1** the Customer is in default with its payment of any Fees due under the Agreement and does not pay such Fees despite a request to pay within fourteen (14) days from the date of such request

# MATRIX42

Version: 15.04.2025

- A.6.4.2** Matrix42 reasonably suspects that the Customer uses or has allowed any third party to use the Subscription Services contrary to the Agreement, applicable laws or administrative orders;
- A.6.4.3** Matrix42 suspects that the use of Subscription Services poses a data security risk to the Services or either Party; or
- A.6.4.4** if applicable laws or administrative orders require Matrix42 to do so.
- A.6.5** Each Party may terminate the Agreement with immediate effect upon written notice to the other Party if:
  - A.6.5.1** a Party ceases to conduct its business, is adjudicated in bankruptcy or liquidation or corporate restructuring, is found insolvent in recovery proceedings or if a material default in payment has been registered to the other Party;
  - A.6.5.2** the other Party is in material breach of the terms and conditions of the Agreement and fails to remedy such breach within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.

Upon expiration of any free trial or pilot periods, Matrix42 may immediately suspend Customer's access to the free trial or pilot Services. Customer must export Customer Material before the end of the free trial or Customer Data will be permanently deleted. Notwithstanding anything to the contrary in this Agreement, Matrix42 will have no obligation to maintain, store, or otherwise retain Customer Data beyond the end of the free trial period.

## A.7 Orders

- A.7.1** Customer may order any Services directly from Matrix42 or through a Channel Partner. Any orders through a Channel Partner are pursuant to a separate agreement with the Channel Partner. If so agreed between the Customer and the Channel Partner, the Customer's use of any Services procured through a Channel Partner will be subject to these Terms and Conditions (including any Supplementary Terms, if applicable), but all fees payable (including all applicable taxes) for such use will be payable to the Channel Partner pursuant to the terms agreed to between Customer and Channel Partner.
- A.7.2** To order Services directly from Matrix42, the Customer shall request a written Offer. Matrix42 shall be bound by Offers for 14 days from the date of the Offer. An Offer shall constitute an Order Form between Matrix42 and the Customer once accepted in writing by a representative of the Customer. The Customer warrants that any representative of the Customer concluding Order Form(s) and an Agreement with Matrix42 has the right to make legally binding commitments on behalf of the Customer. Changes and additions to an Offer by the Customer shall constitute a rejection of the original Offer and the submission of a new offer by the Customer. Matrix42 may accept such new offer by the Customer within 14 days of receipt of the offer expressly in writing, by starting to execute the delivery of Service referred to in the new offer by the Customer or by issuing an invoice to the Customer. The written acceptance of such offer by Matrix42 or commencement of delivery of the Service shall constitute an Order Form between the Parties.
- A.7.3** Subject to the parties executing a mutually agreed upon Order Form, Affiliates of the Customer may order the Subscription Services, hosted on a separate instance, by signing an Order Form that references this Agreement directly with Matrix42. This will establish a new and separate agreement between the Affiliate of the Customer and the Matrix42 entity signing such Order Form. A Customer may not purchase additional Subscription Services for an instance of the Affiliate or vice versa.
- A.7.4** Matrix42 (or the Channel Partner, as applicable) reserves the right to increase the applicable Fees where this is justified due to: (i) the general increase in Matrix42's (or the Channel Partner's) costs and



expenses of production (such as but not limited to general increase of labor costs and expenses), in which case an increase in Fees may occur once per calendar year; or (ii) an increase of costs of Third Party Software. Matrix42 (or as applicable, the Channel Partner) shall inform the Customer of such increase at least sixty (60) days before the effective date of the change. In such a case the Customer may terminate the Agreement subject to thirty (30) days' prior written notice. The termination notice must be delivered to Matrix42 (or Channel Partner, if the Services have been acquired through a Channel Partner) in writing prior to the effective date of the change.

## **A.8 Fees**

*Section A.8 shall not apply to orders through Channel Partners.*

**A.8.1** The Fees applicable to the Services are set out in the Order Form. All rates and Fees are quoted without value added tax (VAT) or any other applicable sales tax, which shall be added to the rates and Fees in accordance with the then-applicable tax laws and regulations. Any Fees agreed in an individual Order Form or Offer do not construct a binding offer to provide any Services at the same prices in future.

**A.8.2** Any Services not expressly ordered on the Agreement, but consumed by the Customer (such as, but not limited to Subscription Services or Professional Services not included in Support Services) are charged and invoiced automatically in accordance with Matrix42's standard fees as applicable from time to time.

## **A.9 Terms of Payment and invoicing**

*Section A.9 shall not apply to orders through Channel Partners.*

**A.9.1** All Fees are due (i) on the day before the start of the invoicing period; or (ii) due date stated in the invoice; whichever is later. All Subscription Services and additional Support Services are invoiced in advance for a period of twelve (12) months at a time. Where the remaining Subscription Term is less, the final invoicing period under the Subscription Term shall be adjusted. In case of additional Orders for Subscription Services, their invoicing term shall be co-termed with first Order of the Customer.

**A.9.2** The terms of payment of each invoice shall be fourteen (14) days net from the date of the invoice.

**A.9.3** Overdue interest on any amounts overdue shall accrue (i) at a rate of 1.5% per month; or (ii) the legal maximum overdue interest rate in the country of domicile of the Matrix42 entity identified on the Order Form, whichever is higher. If the Customer fails to pay any Fees within thirty (30) days from the date such Fees have fallen due, Matrix42 may in its discretion either suspend the performance of its obligations under the Agreement, or terminate the Agreement with immediate effect and without any liability towards the Customer.

**A.9.4** The Customer shall only be entitled to set-off if its counterclaim has been legally established or is undisputed. This exclusion of set-off shall not apply to a counterclaim on account of a defect that is based on the same contractual relationship as the Matrix42 claim. The Customer shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

## **A.10 General Obligations of the Parties**

**A.10.1** Both Parties undertake to perform all tasks and fulfil all of their obligations under the Agreement in a timely manner and with due care. The Parties undertake to make all required decisions without undue delay. The Customer is solely responsible for ensuring that the Services are fit for the purpose of use intended by the Customer.



**A.10.2** The Customer shall be responsible for its and its third parties devices, systems, applications, connections and software as well as their functionality. The Customer shall be responsible for the protection of the Customer's data communications and data systems and costs for communications and other comparable costs related to the use of the Services. The Customer shall be responsible for preparing the hardware, connections, software and data systems to meet the operating environment specifications delivered by Matrix42.

**A.10.3** The Customer shall ensure that its employees and third parties using the Subscription Services on the Customer's behalf maintain their user names and passwords diligently and do not disclose them to any third parties. The Customer shall be responsible for all use of the Subscription Services under the Customer's user accounts. The Customer undertakes to inform Matrix42 without delay if any password has been revealed to a third party or if the Customer has a reason to suspect any misuse of a user account. Matrix42 may require the Customer to change any password to ensure data security and other security of the Subscription Services. The Customer shall change any password promptly upon the written request of Matrix42.

**A.10.4** In case of errors or defects in the Services, the Customer shall provide a written notice to Matrix42 within seven (7) days containing as detailed a description of the defect as possible. Upon request, the customer shall provide Matrix42, to the extent possible and reasonable, with documents and information that Matrix42 requires to assess and remedy the defect. The customer shall give Matrix42 the opportunity to inspect any reported errors or defects. If the notice of defect turns out to be unfounded, Matrix42 shall be entitled to demand compensation for the expenses incurred for the investigation in the form of Professional Services.

**A.10.5** Customer claims in the event of defects shall be limited to thirty (30) days. The limitation period shall also be one year for Customer claims for damages and reimbursement of expenses that are not based on a product defect.

**A.10.6** If the Customer has concluded the Agreement with a Channel Partner, any claims relating to the Subscription Services or the Support Services other than claims for damages (such as but not limited to claims for service credits, or other claims for refunds) shall exclusively be addressed at the Channel Partner. The Channel Partner may consequently apply service credits or refunds in proportion to the Fees paid by Customer to the Channel Partner, and the discharge by the Channel Partner of such obligations will relieve Matrix42 of the same under this Agreement.

## **A.11 Intellectual Property Rights**

**A.11.1** All rights, title and interest, including all Intellectual Property Rights in and to the Services, changes thereto and any results of the Support and Professional Services shall belong exclusively to Matrix42 or its licensors. Except for the express license to use the Services granted to the Customer under the Agreement, the Customer shall not obtain any rights or interests in and to the Services or any Intellectual Property Rights pertaining thereto.

**A.11.2** All Third Party Software is exclusively supplied, licensed and made available subject to the standard terms and conditions of the respective supplier or developer of the Third Party Software in question (including but not limited to the terms of use, terms of warranty and terms of indemnity). The applicable Third Party Software license terms and conditions are made available under the "Legal Notice" section, or similar, of the Subscription Services user interface or appended to the Agreement as an appendix, as the case may be.

**A.11.3** All rights, title and interest, including all Intellectual Property Rights in and to the Customer Materials shall belong exclusively to the Customer or a third party. The Customer grants to Matrix42 a non-exclusive right and license to use the Customer Material for the sole purpose of providing the Services to the Customer. Furthermore, the Customer grants to Matrix42 a non-exclusive and royalty-free right and license to analyze, use and exploit for the benefit of its services and business, and incorporate into its services any non-personal and/or anonymous data created by or for the Customer in connection with the Customer's use of the Services, including but not limited to telemetry data regarding the use of the Services. For the avoidance of doubt, Matrix42 owns all Intellectual Property Rights to statistical data, services analyses or other content or results that Matrix42 compiles or creates based on the Customer's use of the Services.

**A.11.4** The Customer shall be responsible that the Customer Material does not infringe upon any third party rights or applicable laws or regulations. By submitting data to Matrix42 or to the Subscription Services the Customer warrants that it has obtained the necessary rights under the applicable laws and agreements to submit the data to Matrix42 or its subcontractors or to the Subscription Services and have Matrix42 process such data for the purposes of the Agreement.

## **A.12 Indemnification**

**A.12.1** Matrix42 undertakes, at its expense, to defend the Customer against any third party claim or action where a third party claims that the (i) Subscription Services or the use of the Subscription Services in accordance with the terms and conditions of the Agreement and/or (ii) Services, as applicable, infringe upon the Intellectual Property Rights of a third party valid in the European Economic Area (EEA), provided that the Customer (i) notifies Matrix42 immediately in writing of the claim or action; (ii) grants Matrix42 the sole exclusive right and control over the defense of the claim or action; (iii) gives Matrix42, free of charge, any information, assistance and authorizations necessary to handle the defense of the claim or action; and (iv) does not, without the express prior written consent of Matrix42, agree on any settlement of the claim or action prior to a final judgment thereon by a competent court of law or court of arbitration. If the Customer has acted in accordance with what has been set out in this Section A.9.1, Matrix42 shall pay final damages awarded to such a third party by a competent court of law or court of arbitration or agreed to be paid in settlement by Matrix42.

**A.12.2** If Matrix42 justifiably deems that the Services, as applicable, infringe or may infringe upon any third party rights, Matrix42 shall have the right, at its own expense and in its sole discretion, to (i) acquire for the Customer the right to continue the use of the Services or (ii) replace the Services or (iii) modify the Services to the extent necessary to avoid the infringement.

**A.12.3** If none of the alternatives set out in Section A.11.2 are available to Matrix42 on commercially reasonable terms and/or without the significant loss of time, Matrix42 shall have the right to terminate the Customer's Service and/or the Agreement subject to a notice period defined by Matrix42, upon which the Customer agrees to cease using the Services and Matrix42 agrees to reimburse the Fees paid by the Customer for the terminated Services, less a proportion equal to the time of use of the Subscription Services or Support Services by the Customer.

**A.12.4** The indemnity obligations set out in this Section A.12 shall not apply to, and Matrix42 is not liable for any claim, that (i) is based on a claim by any Customer Affiliate; or (ii) is based on the modification or alteration of the Services or a modification or alteration influencing the Services by the Customer or any third party; or (iii) results from complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer; (iv) arises or results from the use of the Services in combination with any software, equipment or products not developed or supplied by

Matrix42 or which are contrary to instructions given by Matrix42; or (v) could have been avoided by using the latest version of the Services made available by Matrix42 to the Customer.

**A.12.5** In relation to the Subscription and Support Services, the Customer agrees to defend and hold Matrix42 harmless, at its own expense, against any third party claims or actions where a third party claims that the Customer Material or the use of the Customer Material in accordance with the terms and conditions of the Agreement infringes upon a right of a third party (including but not limited to Intellectual Property Rights as well as rights of Data Subjects). The Customer undertakes to pay any damages, costs and expenses caused to Matrix42 by any such third party claim as well as any damages awarded to a third party claimant by a competent court of law or court of arbitration due to a reason attributable to the Customer Material.

**A.12.6** This Section A.12 sets out the entire liability of Matrix42 and the Customer's sole remedy in case of any infringement of any Intellectual Property Rights by Matrix42.

### **A.13 Confidentiality**

**A.13.1** The confidentiality obligation set out in this Section A.10 shall apply, unless the Parties have concluded a separate non-disclosure agreement with mutual confidentiality obligations.

**A.13.2** A Party ("**Receiving Party**") may receive material and information from another Party ("**Disclosing Party**") in whatever form, under or in connection with the purpose of fulfilling its obligations under the Agreement, which information is marked as confidential or which should be understood to be confidential ("**Confidential Information**").

**A.13.3** The Receiving Party shall keep the Confidential Information as confidential and shall not use, copy, reproduce, store or refer to the Confidential Information for any other purpose than for the purposes of fulfilling its obligations under the Agreement, and shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

**A.13.3.1** The confidentiality obligations set out herein shall not apply to Confidential Information which:

**A.13.3.2** is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party;

**A.13.3.3** was lawfully and rightly known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Receiving Party;

**A.13.3.4** is disclosed to the Receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the Disclosing Party and who was entitled to disclose such information; or

**A.13.3.5** was independently developed (by personnel having no access to the Information) by the Receiving Party as proven by the written records of the Receiving Party.

**A.13.4** The obligations of confidentiality shall not prevent a Party from disclosing Confidential Information where it is required to do so under any mandatory law, or by order of a court or governmental body of authority of competent jurisdiction, or by any mandatory requirement of a regulatory authority. If legally possible and applicable, the recipient of such order shall notify the Disclosing Party to allow a reasonable opportunity to seek protective order or equivalent or to appeal, and to extent reasonably possible, make effort to protect any sensitive information.

**A.13.5** The Receiving Party may give access to Confidential Information only to those of its Affiliates, officers, employees, subcontractors or financial, legal or other advisers, who need to know such Confidential Information for fulfilling the Receiving Party's obligations under the Agreement.

**A.13.6** At the request and sole discretion of the Disclosing Party and without delay upon the termination of the Agreement, the Receiving Party shall, within fourteen (14) calendar days from receipt of such request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and hardware provided to the Receiving Party as Confidential Information or, to the extent not possible or the Disclosing Party so requests, certify destruction of the same.

**A.13.7** Notwithstanding the confidentiality obligation set forth herein, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of the Agreement.

**A.13.8** The rights and obligations related to the Confidential Information shall survive the termination or cancellation of the Agreement for a period of three (3) years from such termination or cancellation.

#### **A.14 Limitation of Liability**

**A.14.1** The total aggregate liability of Matrix42 under and in relation to the Agreement shall not exceed an amount equal to the Fees (excluding VAT) applicable to the part of Services impacted and paid by the Customer to Matrix42 during the twelve (12) months immediately preceding the event giving rise to liability.

**A.14.2** Neither Party shall be liable for any indirect, incidental, consequential, punitive or special losses or damages, or any loss of profit, loss of revenue, loss of business, or the loss, alteration, destruction or corruption of data, costs resulting from recreation of data or loss of goodwill.

**A.14.3** The limitations of liability set out in this Section A.14 shall not apply to (i) damages caused by willful misconduct or gross negligence; (ii) liability under Section A.12 (Infringement of Intellectual Property Rights) or Section A.13 (Confidentiality); or (iii) the use of the Subscription Services in a way that exceeds or contradicts with the licensing limitations (including the amount and type of Subscription Licenses) set out in the Agreement.

#### **A.15 Other Terms**

**A.15.1** Matrix42 may use subcontractors in the performance of its obligations and exercise of its rights under the Agreement. Matrix42 shall be liable for the acts and omissions of its subcontractors under the Agreement as for its own.

**A.15.2** The Parties shall comply with the import and export regulations of the countries affected by distribution and use of the Matrix42 Software, in particular the U.S., and shall offer mutual support with procuring documentation such as the necessary end user certificates, etc., free of charge. The Customer explicitly warrants, that it shall not use or transfer the Software or Subscription Services in contrary to export regulations.

**A.15.3** Nothing contained in the Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties and neither Party shall have the right or authority to create any obligation or duty, express or implied, on behalf of the other.

**A.15.4** Neither Party may assign or transfer the Agreement or any of its rights or obligations thereunder to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Without limiting the aforementioned, Matrix42 may at any time transfer the Agreement to any of its Affiliates by notifying the Customer thereof in writing.

**A.15.5** Neither Party shall be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account, and whose consequences it could not reasonably have avoided or overcome. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Party concerned is the target or Party to such action. A force majeure event suffered by a subcontractor of Party shall also discharge such Party from liability.

**A.15.6** No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy. The terms and conditions of the Agreement may only be amended by a written amendment signed by both Parties. However, Matrix42 may in its sole discretion make changes to the Service Descriptions in accordance with Section A.1.2. Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of the Agreement shall be deemed to so survive.

**A.16** This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement, including its appendices and annexes, sets forth the entire agreement and understanding between Parties regarding the subject matter hereof and supersedes any prior communications, agreements or understanding, written or oral, between the Parties regarding the subject matter of the Agreement.

### **A.17 Country specific provisions and Order of Precedence**

**A.17.1** Depending on the Matrix42 entity specified as the contracting entity in the Offer, the country specific provisions set forth in Section B shall apply and replace or supplement the equivalent provisions set forth in these GTCs.

**A.17.2** In case of any discrepancy between documents Agreement included in the Agreement, the following order of precedence shall apply:

1. Order Form
2. Framework Agreement (if applicable)
3. Supplementary Terms
4. These GTCs
5. Service Description(s)

**A.17.3** In case of any discrepancy between Sections A and B of these GTCs, Section B shall prevail.

### **A.18 Governing Law and Disputes**

**A.18.1** The Agreement shall be governed by laws of Germany, excluding its choice of law provisions and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**A.18.2** Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be primarily settled by amicable negotiations between the Parties.

**A.18.3** The place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the registered office of Matrix42 or, at Matrix42's choice, the registered office of the Customer if the Customer is a merchant, a legal entity under public law, or a special fund under public law. This shall also apply in cases where a Customer has no general domestic place of jurisdiction, has moved its place of



Version: 15.04.2025

residency or habitual abode abroad after concluding a contract, or neither the Customer's place of residence nor its habitual abode is known at the time when legal action is filed.

**B. COUNTRY SPECIFIC PROVISIONS****THE FOLLOWING SECTIONS SHALL REPLACE OR COMPLEMENT PROVISIONS OF SECTION A****B.1 Germany**

For Customers contracting with a Matrix42 entity domiciled in Germany (including but not limited to **Matrix42 GmbH or Efecte Germany GmbH**), or with a Channel Partner with its registered office in Germany, the following shall apply:

The following language shall replace Section A.5.2 of the General Terms and Conditions:

Matrix42 reserves the right to make changes to the Support Services at any time particularly, as a result of amendments of law or to ensure better quality of its Support Services provided that, the Support Services in their entirety may not be restricted to the Customers detriment. If a change made by Matrix42 has a material adverse effect on the use of Support Services, Matrix42 shall inform the Customer, and the Customer has the rights as set out in Section A.3.2 above.

The following language shall replace Section A.7.2 of the General Terms and Conditions:

During the Basic Term, the Fees applicable to the Customer shall be increased by five (5) percent after each twelve (12) month period of the Basic Term. In addition, Matrix42, or as applicable, the Channel Partner, reserves the right, in the case of fixed-term contracts after the Basic Term has expired, and in the case of indefinite contracts after twelve (12) months have passed since the start of the provision of Services, to increase prices by a maximum of ten (10) percent of the Fees applicable at the time of the announcement of the increase for each year since the previous price increase. The amount of the adjustment must be transparently explained to the customer in each of the cases mentioned at the beginning. Matrix42 (or the Channel Partner) shall inform the Customer of such increase at least thirty (30) days before the effective date of the change. In such a case the Customer may terminate the Agreement affected by the price increase with effect from the date on which the change comes into force. The termination notice must be delivered in writing three (3) days prior to the effective date of the change.

The following language shall replace Section A.9.3. of the General Terms and Conditions:

If the Customer is in default of payment, the outstanding amount shall bear interest at the rate of 9 % above the respective base interest rate p. a. Matrix42 reserve all rights to claim further damages for delay.

If the Customer fails to pay any Fees within thirty (30) days from the date such Fees have fallen due and a written reminder with a reasonable deadline for settling the outstanding amount has expired without result, Matrix42 may in its discretion either suspend the performance of its obligations under the Agreement or terminate the Agreement with immediate effect. However, Matrix42 is only entitled to terminate the Agreement if the Customer is in default with a portion of the payment that is not insignificant. A default in payment is deemed to be significant in particular if the outstanding amount has reached the amount of Fees for two months.

The following language shall replace Section A.10.5. of the General Terms and Conditions and Section A.2.2 of the Supplementary Terms concerning Professional Services:



The Customer's rights in case of defects shall be limited to 12 months reckoned from the beginning of the statutory limitation period. This limitation period shall also apply for Customer claims for damages and reimbursement of expenses that are not based on a product defect.

A new Section A.13.4 shall be included to the General Terms and Conditions to read as follows:

Without limiting the aforementioned, the liability of a Party for damages arising from injury to body, life or health, for intent and gross negligence, for the absence of a guaranteed quality and under the German Product Liability Act shall be unlimited.

The following language shall replace Section A.18.3 of the General Terms and Conditions:

The place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the registered office of Matrix42 or, at Matrix42's choice, the registered office of the Customer if the Customer is a merchant, a legal entity under public law, or a special fund under public law. This shall also apply in cases where a Customer has no general domestic place of jurisdiction, has moved its place of residency or habitual abode abroad after concluding a contract, or neither the Customer's place of residence nor its habitual abode is known at the time when legal action is filed.

## **B.2 Finland**

For Customers contracting with a Matrix42 entity domiciled in Finland (**Efecte Finland Oy**), or with a Channel Partner with its registered office in Finland, the following shall apply:

The following language shall replace Section 18.1 of the General Terms and Conditions:

The Agreement shall be governed by laws of Finland, excluding its choice of law provisions and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The following language shall replace Section A.18.2 of the General Terms and Conditions:

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

## **B.3 Austria**

For Customers contracting with a Matrix42 entity domiciled in Austria (including but limited to **Matrix42 Austria GmbH**), or with a Channel Partner with its registered office in Austria, the following shall apply:

The following language shall replace Section A.5.2 of the General Terms and Conditions:

Matrix42 reserves the right to make changes to the Support Services at any time particularly, as a result of amendments of law or to ensure better quality of its Support Services provided that, the Support Services in their entirety may not be restricted to the Customers detriment. If a change made by Matrix42 has a material adverse effect on the use of Support Services, Matrix42 shall inform the Customer, and the Customer has the rights as set out in Section A.3.2 above.

The following language shall replace Section A.7.2 of the General Terms and Conditions:

During the Basic Term, the Fees applicable to the Customer shall be increased by five (5) percent after each twelve (12) month period of the Basic Term. In addition, Matrix42, or as applicable, the

Channel Partner, reserves the right, in the case of fixed-term contracts after the Basic Term has expired, and in the case of indefinite contracts after twelve (12) months have passed since the start of the provision of Services, to increase prices by a maximum of ten (10) percent of the Fees applicable at the time of the announcement of the increase for each year since the previous price increase. The amount of the adjustment must be transparently explained to the customer in each of the cases mentioned at the beginning. Matrix42 (or the Channel Partner) shall inform the Customer of such increase at least thirty (30) days before the effective date of the change. In such a case the Customer may terminate the Agreement affected by the price increase with effect from the date on which the change comes into force. The termination notice must be delivered in writing three (3) days prior to the effective date of the change.

The following language shall replace Section A.9.3. of the General Terms and Conditions:

If the Customer is in default of payment, the outstanding amount shall bear interest at the rate of 9 % above the respective base interest rate p. a. Matrix42 reserve all rights to claim further damages for delay.

If the Customer fails to pay any Fees within thirty (30) days from the date such Fees have fallen due and a written reminder with a reasonable deadline for settling the outstanding amount has expired without result, Matrix42 may in its discretion either suspend the performance of its obligations under the Agreement or terminate the Agreement with immediate effect. However, Matrix42 is only entitled to terminate the Agreement if the Customer is in default with a portion of the payment that is not insignificant. A default in payment is deemed to be significant in particular if the outstanding amount has reached the amount of Fees for two months.

The following language shall replace Section A.10.5. of the General Terms and Conditions and Section A.2.2 of the Supplementary Terms concerning Professional Services:

The Customer's rights in case of defects shall be limited to 12 months reckoned from the beginning of the statutory limitation period. This limitation period shall also apply for Customer claims for damages and reimbursement of expenses that are not based on a product defect.

A new Section A.13.4 shall be included to the General Terms and Conditions to read as follows:

Without limiting the aforementioned, the liability of a Party for damages arising from injury to body, life or health, for intent and gross negligence, for the absence of a guaranteed quality and under the Austrian Product Liability Act shall be unlimited.

The following language shall replace Section A.18.1 of the General Terms and Conditions:

The Agreement shall be governed by laws of Austria, excluding its choice of law provisions and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### **B.4 Sweden, Norway and Denmark**

For Customers contracting with a Matrix42 entity domiciled in Sweden, or with a Channel Partner with its registered office in Sweden, Norway or Denmark, the following shall apply:

The following language shall replace Section A.18.1 of the General Terms and Conditions:

The Agreement shall be governed by laws of Sweden, excluding its choice of law provisions and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The following language shall replace Section A.18.3. of the General Terms and Conditions:

Should the Parties fail to reach an outcome acceptable to both Parties as a result of the negotiations within thirty (30) days from the date when a Party has requested such negotiations in writing, the dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The seat of arbitration shall be Stockholm, Sweden, and the language of the arbitration shall be English.

## **B.5 Spain**

For Customers contracting with a Matrix42 entity domiciled in Spain, or with a Channel Partner with its registered office in Spain, the following shall apply:

The following language shall replace Section A.18.1 of the General Terms and Conditions:

The Agreement shall be governed by laws of Spain, excluding its choice of law provisions and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The following language shall replace Section A.18.3 of the General Terms and Conditions:

Should the Parties fail to reach an outcome acceptable to both Parties as a result of the negotiations within thirty (30) days from the date when a Party has requested such negotiations in writing, the dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration administered by the Court of Arbitration of the Official Chamber of Commerce, Industry and Services of Madrid, in accordance with its Arbitration Rules in force at the date of submission of the request for arbitration. The seat of arbitration shall be Madrid, Spain, and the language of the arbitration shall be English.

## **B.6 Italy**

For Customers contracting with a Matrix42 entity domiciled in Italy, or with a Channel Partner with its registered office in Italy, the following shall apply:

The following language shall replace Section 18.1 of the General Terms and Conditions:

The Agreement shall be governed by laws of Italy, excluding its choice of law provisions and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The following language shall replace Section A.15.3 of the General Terms and Conditions:

Should the Parties fail to reach an outcome acceptable to both Parties as a result of the negotiations within thirty (30) days from the date when a Party has requested such negotiations in writing, the dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled under the Rules of the Milan Chamber of Arbitration (the Rules), by arbitrator(s) appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Milan, Italy, and the language of the arbitration shall be English.

## **B.7 France**

For Customers contracting with a Matrix42 entity domiciled in France, or with a Channel Partner with its registered office in France, the following shall apply:

The following language shall replace Section 18.1 of the General Terms and Conditions:

The Agreement shall be governed by laws of France, excluding its choice of law provisions and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The following language shall replace Section A.18.3 of the General Terms and Conditions:

Should the Parties fail to reach an outcome acceptable to both Parties as a result of the negotiations within thirty (30) days from the date when a Party has requested such negotiations in writing, the dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled under the Rules of the International Arbitration Chamber of Paris (the Rules), by arbitrator(s) appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Paris, France, and the language of the arbitration shall be English.

### **B.8 Eastern Europe**

For Customers contracting with a Matrix42 entity domiciled in Poland (**InteliWISE SA**) or with a Channel Partner with its registered office in Poland or Romania, the following shall apply:

The following language shall replace Section A.18.1 of the General Terms and Conditions:

The Agreement shall be governed by laws of Poland, excluding its choice of law provisions and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The following language shall replace Section A.15.3 of the General Terms and Conditions:

Should the Parties fail to reach an outcome acceptable to both Parties as a result of the negotiations within thirty (30) days from the date when a Party has requested such negotiations in writing, the dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration administered by the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in accordance with its Arbitration Rules in force at the date of submission of the request for arbitration. The seat of arbitration shall be Warsaw, Poland, and the language of the arbitration shall be English.