DE software & control GmbH SaaS Subscription Agreement

THIS AGREEMENT ("Agreement") is entered into by and between DE software & control GmbH, Mengkofener Str. 21, D-84130 Dingolfing ("DE software & control") and the client ("Customer"). Unless and to the extent otherwise explicitly stated in this Agreement, this Agreement supersedes and replaces any prior Agreement(s) between the Parties for the same Services as those subscribed to hereunder.

A. DE software & control Services

1. Description

Under the terms of this Agreement, DE software & control provides Customer access to its Services ("Services"). DE software & control agrees to make the Services purchased available to Customer pursuant to the terms of this Agreement with a functionality substantially similar to that described in the relevant Services descriptions, and to continue to innovate and update the Services. The Services description is available at https://de-instruct.de/service-description and is incorporated into, and form a part of, this Agreement. DE software & control reserves the right to update or modify the Services description.

2. Pricing

Customer will pay DE software & control the applicable fees for the Services in the amounts, and in accordance with the terms, set forth on the applicable pricing document. The document is available at https://de-instruct.de/pricing and is incorporated into, and form a part of, this Agreement. DE software & control reserves the right to update or modify the pricing document.

At any time during the subscription term, Customer may purchase additional Services at the price indicated in the pricing document applicable at the time of purchase. Prices do not include any taxes, levies, duties or similar governmental assessments.

B. Term and Payment

1. Subscription Term

The term of the product subscriptions provided under this Agreement (the "Term") will start as soon as the order has been accepted by DE software & control and end after the term described at the corresponding Service in the ordering process ("End Date").

Following the End Date and each subsequent subscription term, all active Service subscriptions (including those added during the term) shall automatically renew monthly unless (i) either Party has provided the other Party with written notice of non-renewal not less than ten (10) days prior to the End Date or end of a renewal period thereof, as applicable, or (ii) the Parties have entered into a replacement Agreement for the applicable renewal period. Pricing schemes can be changed monthly within the scope of the subscription.

DE software & control may change pricing for the Services for a given renewal period.

2. Payment Terms

Payment terms and conditions are shown in the corresponding payment systems used by DE software & control at the time of the order. All amounts will be paid in Euro and are non-refundable.

C. Product Terms and Terms of this Agreement

Use of certain Products may be subject to additional technical standards, content rules, documentation and other terms and conditions of both DE software & control and used technologies ("Product Terms"). The Product Terms are currently located at https://de-instruct.de/service-specific-terms/, and are incorporated into, and form a part of, this Agreement. DE software & control reserves the right to update or modify the Product Terms.

The further terms and conditions of this Agreement are currently located at https://de-instruct.de/subscriptionterms/, and are incorporated into, and form a part of, this Agreement ("Subscription Terms"). DE software & control reserves the right to update or modify the Subscription Terms.

Personal data will be processed according to the Data Processing Agreement. The Data Processing Agreement is currently located at https://de-instruct.de/dpa/, and is incorporated into, and forms a part of, this Agreement. DE software & control reserves the right to update or modify the Data Processing Agreement.

DE software & control agrees to maintain appropriate security measures as described in Security Addendum. The Security Addendum is currently located at https://de-instruct.de/security/, and is incorporated into, and forms a part of, this Agreement. DE software & control reserves the right to update or modify the Security Addendum.

If the Services ordered include or incorporate AI Services, such AI Services shall be governed by the terms and conditions of the AI Services Addendum, currently located at https://de-instruct.de/aiservicesaddendum/, and is incorporated into, and forms a part of, this Agreement. DE software & control reserves the right to update or modify the AI Services Addendum.

D. Support

DE software & control will provide Customer standard support for the Services as detailed in the Terms of Agreement. If purchased by Customer, DE software & control will provide upgraded support or support that includes service level agreements as part of a corresponding separate written managed services agreement.

This Agreement is agreed to by the Parties.