Terms of Subscription Agreement

1. Use of Products

1.1 The Services provided under this Agreement are intended and offered by DE software & control GmbH ("DE software & control") exclusively for commercial use by entrepreneurs (*Unternehmer*) within the meaning of Section 14 of the German Civil Code (BGB) or public law entities. The Provider explicitly does not offer its services to consumers (*Verbraucher*) within the meaning of Section 13 BGB.

1.2 Customer's Use. Subject to and conditioned on Customer's payment of the fees and compliance and performance in accordance with all other terms and conditions of this Subscription Agreement, DE software & control hereby grants Customer a limited, non-exclusive, right to access and use the Platform during the term of each applicable Subscription Agreement in accordance with the Subscription Agreement. Customer agrees that it will only make available Customer Content that it knows to be true and which relates to its own business. Customer shall be responsible for all use of the Platform by itself, Affiliates, and by any third persons acting on Customer's behalf. Customer agrees that it shall take commercially reasonable measures (which shall be no less stringent than those it uses to protect Customer's similar information) to safeguard all information related to the access and use of the Platform, including (but not limited to) login information, account passwords and API keys, if applicable. If Customer becomes aware of any unauthorized access to any of its accounts, it shall immediately notify DE software & control in writing and shall work cooperatively with DE software & control to resolve problems related to unauthorized access.

1.3 Restrictions on Customer's Use. Except as expressly provided in this Subscription Agreement, Customer will not: (i) copy, modify, prepare derivative works of, decompile or reverse engineer the Platform or any Product, or any portion of any of the Products, (ii) use the Platform to store or transmit any malware, or for any unlawful or fraudulent purpose, (iii) use the Platform to create or assist a third party in creating a competing product, (iv) bypass or breach any security device or protection used by the Platform, (v) access or use the Platform in any manner or for any purpose that infringes or misappropriates or otherwise violates any intellectual property right of any third party or (vi) sell, resell, license, sublicense, distribute, rent or lease the access to the Platform of any Product provided on the Platform.

1.4 Proprietary Rights. Except as expressly provided in this Subscription Agreement, as between Customer and DE software & control, DE software & control owns and retains all right, title and interest (including all intellectual property rights) in and to the Platform and the Products, including all aspects of the technology and branding, and any software or other materials including without limitation any analytics, reports or aggregated, anonymized data developed or created by or on behalf of DE software & control in connection with delivery of the Products hereunder. Nothing in this Subscription Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to, the Platform or the Products, whether expressly, by implication, estoppel or otherwise.

2. Customer Content and DE software & control's Use of Customer Content

2.1 Customer Content means all business data and other information or content that is made available by or on behalf of Customer in

connection with its use of the Platform and the Products ("Customer Content"). As between DE software & control and Customer, Customer retains ownership of all rights to the Customer Content except as may otherwise be indicated in a Subscription Agreement.

2.2 Customer grants DE software & control a worldwide, nonexclusive, royalty-free, limited, sublicensable (through multiple tiers of sublicensees) license to use, reproduce, prepare derivative works of, display and distribute the Customer Content solely for the purpose of providing the relevant Products and Services.

2.3 Customer acknowledges and agrees that the Platform is intended solely as a tool for generating new customer content and is not designed to serve as a fail-safe or high-availability environment for real-time production continuity. The Customer shall be strictly obligated to regularly download, export, and store all generated work in an external, independent, and secure storage system controlled solely by the Customer.

2.4 The Customer must maintain these external copies in a manner that ensures immediate availability and allows the Customer to fully utilize the work even if the Platform is temporarily or permanently down, offline, or otherwise unreachable. It is the sole responsibility of the Customer to ensure that its production processes are safeguarded against downtime or operational interruptions through the diligent fulfillment of this backup obligation.

3. Representations, Warranties and Covenants; Disclaimer.

3.1 Representations, Warranties and Covenants. Each Party represents, warrants and covenants that as of the Effective Date and at all times during the term of this Subscription Agreement: (i) this Subscription Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Subscription Agreement; and (ii) it has all corporate authority required to enter into this Subscription Agreement. Customer represents, warrants and covenants that as of the Effective Date and at all times during the term of this Subscription Agreement it has obtained, and grants to DE software & control, sufficient rights to access and use Customer Content to deliver the Products in accordance with this Subscription Agreement.

3.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY IN CONNECTION WITH THE PRODUCTS OR THIS SUBSCRIPTION AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, COMPLIANCE WITH ANY APPLICABLE LAW, RULE, REGULATION, JUDGMENT, ORDER OR DECREE OF ANY GOVERNMENT, GOVERNMENTAL INSTRUMENTALITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. To the extent that a Party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

4. Liability

4.1 Irrespective of the legal cause, liability of both Parties for all claims arising from and in

connection with this Subscription Agreement shall be limited as follows.

4.2 Both Parties shall be liable without limitations: (i) in cases of intent and gross negligence, (ii) in cases of injuries to life, body or health, (iii) pursuant to the terms of the German Product Liability Act ("Produkthaftungsgesetz"), (iv) in case of any indemnity claim under Section 6, and, (v) under a guarantee.

4.3 Subject to Section 4.2 above, either party's liability for slightly negligent breaches of Cardinal Duties shall be limited to the damage which was typically foreseeable upon the execution of this Subscription Agreement, but in any case each Party's maximum liability arising out of this Subscription Agreement (including any Subscription Agreement or Statement of Work), will not exceed, in the aggregate for all claims, the total prices paid by Customer to DE software & control under this Subscription Agreement during the twelve (12) month period prior to the date on which the first claim arises. "Cardinal Duties" shall mean duties of a Party which enable the performance of this Subscription Agreement, i.e. are precondition of the performance of the Subscription Agreement and which the other Party may therefore rely on.

4.4 Neither Party shall be liable irrespective of the legal grounds for slightly negligent breaches except as expressly set forth in Sections 4. and 5. (Indemnification) of this Subscription Agreement.

4.5 Neither Party shall be liable for indirect damages, except as provided in any mandatory provision of applicable laws.

4.6 DE software & control shall not be liable for any damages, losses, costs, or expenses—including but not limited to direct, indirect, incidental, or consequential damages, production stoppages, operational delays, idle staff costs, or lost profits - arising out of or in connection with the Customer's failure to download, export, and externally store the generated work instructions in accordance with Sections 2.3 and 2.4. DE software & control does not warrant that uninterrupted access to the Platform will be maintained at all times to support live production environments.

4.7 The limitation period for claims shall be one (1) year reckoned from the beginning of the statutory limitation period.

5. Indemnification

5.1 Customer's Indemnity Obligation. Customer will defend, indemnify, and hold harmless, DE software & control and its affiliates, and each of its and their respective officers, directors, employees, contractors and agents (collectively, "DE software & control Indemnitees") from and against any and all claims, actions, lawsuits and investigations brought by a third party ("Third Party Claims") and will pay any settlements, awards, fines and reasonable attorney's fees and expenses and court costs (collectively, "Losses") associated with such Third Party Claims, in each case to the extent arising from or relating to any Customer Content and/or the conduct of Customer's business (including, but not limited to, any allegation that any Customer Content infringes any third party patents, trademarks, copyrights or other proprietary rights, constitutes false advertising or is defamatory and/or that the Customer Content or the conduct of Customer's business is in violation of any applicable law or regulation). The Customer shall defend, indemnify, and hold harmless DE software & control, its affiliates, officers, directors, and employees from and against any and all third-party claims, demands, liabilities, damages, losses, and expenses (including reasonable attorneys' fees and legal costs) arising out of, resulting from, or

in connection with any breach by the Customer of its obligations under Sections 2.3 and 2.4.

5.2 DE software & control Indemnity Obligation. DE software & control will defend, indemnify, and hold harmless, Customer and its affiliates, and each of its and their respective officers, directors, employees, contractors and agents (collectively, "Customer Indemnitees") from and against Third Party Claims and will pay any Losses associated with such Third Party Claims, in each case to the extent arising from or relating to: any allegation that DE software & control's provision of the Products (excluding, for the avoidance of doubt, any Customer Content or third party content provided through the Products) infringes or misappropriates third party intellectual property rights; provided, however, that this indemnity will not apply to the extent the Third Party Claim is caused by: (i) the unauthorized (by DE software & control) alteration or modification of the Products by a Customer Indemnitee, (ii) use of the Products in violation of this Subscription Agreement, (iii) the combination, operation or use of the Products with any product, device, software or service not supplied by DE software & control to the extent the combination creates the infringement, or (iv) DE software & control's compliance with Customer's designs, specifications, requests, or instructions by Customer to the extent the Third Party Claim is based on such compliance.

5.3 Indemnity Procedures. A Party seeking indemnification for a Third Party Claim under this Subscription Agreement will (i) give the other Party (the "Indemnitor") written notice of the Third Party Claim promptly; provided, however, that the failure to give timely notice hereunder will not affect rights to indemnification hereunder, except to the extent that Indemnitor demonstrates actual prejudice caused by such failure; and (ii) give the Indemnitor primary control of the defense of the Third Party Claim and negotiations for its settlement. The Indemnitor will have the right to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided, however, that the Indemnitor will not settle, or consent to any entry of judgment in, any such Third Party Claim without obtaining either: (i) an unconditional release of the Party seeking indemnity (and all other Customer Indemnitees or DE software & control Indemnitees, as applicable) from all liability with respect to all claims underlying such Third Party Claim or (ii) the prior, written consent of the Party seeking indemnity. The Parties will reasonably cooperate with each other in any such Third Party Claim. If DE software & control believes the Products infringe or may be alleged to infringe a third party's intellectual property rights, then DE software & control may, in its discretion: (i) obtain the right for Customer, at DE software & control's expense, to continue using the Products; (ii) provide a non-infringing functionally equivalent replacement; or (iii) modify the Products so that they no longer infringe. If DE software & control does not believe the options described in this section are commercially reasonable, then DE software & control upon 30 days' written notice, may terminate Customer's Subscription Agreement(s) or Statement(s) of Work for the affected Products and provide Customer with a refund of any prepaid fees covering the remainder of the term of the terminated Subscription Agreement(s) or Statement(s) of Work for the affected Products.

6. Confidentiality.

6.1 By virtue of this Subscription Agreement, the Parties (including the Parties' affiliates) may have access to information that is confidential or proprietary to one another ("Confidential Information"). Confidential Information shall mean any information that is directly or indirectly disclosed or made accessible by or on behalf of a Party (or its affiliates) (the "Disclosing Party") that is marked as confidential or which, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary, including product specifications, instructions, pricing, data, proposals, business models, marketing plans and strategic plans, customer and employee information, financial information, software, reports or forms of the Disclosing Party.

6.2 The Party (or its affiliates) receiving Confidential Information of the other (the "Receiving Party") agrees to use such Confidential Information solely to perform its respective obligations under this Subscription Agreement and will take reasonable measures to avoid unauthorized disclosure or use, including, but not limited to, taking at least those measures it takes to protect its own similar Confidential Information. Each Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to the Receiving Party's employees and Representatives (defined below), except to those that have a need to know such information and who are already legally bound to maintain its confidentiality. The Parties acknowledge and agree that breach of this Section 6 may cause irreparable harm to a Disclosing Party, entitling the Disclosing Party to seek injunctive relief without requiring the posting of a bond in addition to all legal or equitable remedies available. Confidential Information shall not, however, include any information which (i) is publicly known and is made generally available through no fault of the Receiving Party; (ii) is already in the possession of the Receiving Party without obligation of confidentiality at the time of disclosure by the Disclosing Party as shown by the Receiving Party's written records; (iii) is obtained by the Receiving Party from a third party without, to Receiving Party's knowledge, a breach of such third party's obligations of confidentiality; (iv) is independently developed by the Receiving Party without use of or reference to a Disclosing Party's Confidential Information, as shown by the Receiving Party's documentary records; or (v) is part of the Customer Content.

7. Termination.

Either Party may terminate this Subscription Agreement upon thirty (30) days prior, written notice to the other Party if the other Party commits a material breach of such Subscription Agreement; provided, however, that such Subscription Agreement will not terminate if the other Party cures such breach by the end of the thirty (30) day period. In the event Customer terminates a Subscription Agreement for DE software & control's uncured material breach in accordance with the previous sentence, Customer would be entitled to a pro rata refund of any prepaid fees for the remaining portion of the Term of such Subscription Agreement following such termination. In addition, DE software & control may terminate any Subscription Agreement upon notice to Customer if DE software & control reasonably believes that Customer is engaging in any business or conduct that may be illegal, fraudulent, tortious, or if DE software & control determines in good faith that termination is

necessary to comply with its obligations following a breach of this Subscription Agreement by Customer.

Upon termination of this Subscription Agreement by DE software & control according the previous section: (a) any amounts owed to DE software & control under this Subscription Agreement will be immediately due and payable; (b) DE software & control reserves the rights in its sole discretion to disable all access to the Products, using any lawful means, including, but not limited to those that disable Customer's access automatically with the passage of time; and (c) Customer shall immediately cease any and all use of the Products. Customer's instructions can still be used in the system for another month and exported for up to three months before they are deleted.

8. Data Act

8.1 This Section 8 applies to Customers that qualify as "customers" under Regulation (EU) 2023/2854 ("Data Act") regarding Services subject to the Data Act. This Section does not apply to free trials or pre-release versions of the Services.

8.2 Right to Switch and Portability.

(i) Customer may export or erase Exportable Data at any time during the Subscription Term using the standard self-service functionality of the Services as described in the Documentation and the Agreement. "Exportable Data" means Customer Content as defined in this Agreement.

(ii) Alternatively, Customer may exercise its rights under the Data Act to switch to another provider or an on-premises infrastructure ("Switch Request"), or request the erasure of its Exportable Data ("Erasure Request") by providing DE software & control with 2 months' notice.

8.3 Switching and Transition Process.

(i) A Switch Request or Erasure Request must be sent to DE software & control stating that it is made under the Data Act. A Switch Request must include: (a) the Services that Customer wishes to switch from; (b) the destination provider or infrastructure; (c) the envisaged timeline; and (d) the designated Customer representative.

(ii) Following the expiry of the 2 month notice period following a Switch Request, a 30 day "Transition Period" will commence. During the Transition Period, DE software & control will support Customer's exit strategy by: (a) providing reasonable assistance and information to Customer and authorised third parties to facilitate the Switch Request, including information concerning known risks to continuity in the provision of the Services; (b) maintaining agreed business continuity for the Services; and (c) maintaining the agreed level of security for the Services and Exportable Data.

(iii) If technical unfeasibility prevents completion within 30 days, DE software & control will notify Customer within 14 business days and may propose an alternative timeline (not to exceed 7 months). Customer may request a one-time extension for a practicable duration, provided the total Transition Period does not exceed 7 months.

(iv) Information regarding the technical specifications of the Services, including data formats for Exportable Data and API details, is published in the Documentation.

(v) Customer acknowledges that the Services are proprietary. While DE software & control

will provide information to support the Switch Request, DE software & control does not guarantee functional equivalence of the Exportable Data when used with a destination provider's services or on-premises infrastructure.

8.4 Completion and Termination.

(i) Customer will notify DE software & control once a Switch Request is successfully completed ("Completion Notice").

(ii) The Agreement, or part of the Agreement corresponding to the Services no longer required by the Customer after the switch, will terminate: (a) upon DE software & control's receipt of the Completion Notice; (b) at the end of the Transition Period (if no Completion Notice is received, whereupon the Switch Request is deemed successful); or (c) upon the expiry of an Erasure Request.

(iii) Upon termination, DE software & control will erase Exportable Data in accordance with the Agreement and DE software & control's Customer Content deletion rules.

8.5 Charges.

(i) If a Switch Request or Erasure Request results in any termination of the Agreement before the expiry of the committed Subscription Term, Customer remains liable for all unpaid Charges covering the remainder of the committed Subscription Term. These Charges are pre-existing contractual obligations and do not constitute a "switching fee" as defined in the Data Act.

(ii) Except for any extensions to the Subscription Term required to accommodate a Switch Request or Erasure Request, or any professional services charges agreed with Customer for bespoke switching or erasure assistance, DE software & control will not charge additional fees for the exercise of Customer's rights to a Switch Request or Erasure Request.

9. General Provisions.

9.1 Relationship of The Parties. Each Party is an independent contractor of the other Party. Nothing herein will constitute a partnership between or joint venture by the Parties or constitute either Party the agent of the other.

9.2 Promotional Materials. During the term of this Subscription Agreement, DE software & control may use Customer's name and logo for the purpose of referring to Customer as a DE software & control Customer on DE software & control's website and in its other promotional materials.

9.3 Assignment. Neither Party may assign or otherwise transfer this Subscription Agreement without the prior, written consent of the other Party; provided, however, that, notwithstanding the foregoing, a Party may, without the consent of the other Party, assign or otherwise transfer this Subscription Agreement (including all of such Party's rights and obligations hereunder) to any of its affiliates, subsidiaries, or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Subscription Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

9.4 Representatives. Except as otherwise stated, each Party is permitted to use contractors, agents and professional advisors ("Representatives") in connection with this Subscription Agreement but is liable for their acts and omissions.

9.5 Export Compliance. To the extent applicable, the Products and any derivatives thereof may be subject to export laws and regulations. Customer represents that Customer is not named on any denied-party list. Customer shall not permit third parties to access or use any Products in an embargoed country (including Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any export law or regulation.

9.6 Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Subscription Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Subscription Agreement, a Notice is effective only (a) upon receipt by the receiving party, or, if sent via email, upon sending by the sender, so long as no bounce-back or other message failure alert is received by the sender and (b) if the party giving the Notice has complied with the requirements of this Section.

- If to Customer: to the Notice contact at the address and/or email address provided to DE software & control by the Customer.
- If to DE software & control: to the Notice contact at the address and/or email address provided to Customer by DE software & control.

9.7 Force Majeure. Except with respect to failure to pay any amount due under this Subscription Agreement, nonperformance of either Party will be excused to the extent that performance is rendered impossible by acts of god, strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, internet failure, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing Party.

9.8 Choice of Law and Exclusive Forum. This Subscription Agreement, and any disputes directly or indirectly arising from or relating to this Subscription Agreement, will be governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to principles of conflicts of law. The application of the UN Convention on Contracts for International Sale of Goods is expressly excluded. The Parties hereby consent and agree to the exclusive jurisdiction of the Landshut regional court (Landgericht Landshut) for all suits, actions or proceedings directly or indirectly arising out of or relating to this Subscription Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Subscription Agreement.

9.9 Modification. No modification of or amendment to this Subscription Agreement will be effective unless in writing signed by authorized representatives of both Parties.

9.10 No Waiver. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the party so charged.

9.11 Severability. If any provision of this Subscription Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Subscription Agreement will

remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the Parties' intent.

9.12 Entire Subscription Agreement. This Subscription Agreement (including any Subscription Agreements and Statements of Work) contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior Subscription Agreements and commitments with respect thereto. There are no other oral or written understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Subscription Agreement. To the extent Customer provides a purchase order or similar document that includes additional terms and conditions, such terms and conditions shall be deemed rejected and of no effect with regards to this Subscription Agreement and the Products.

9.13 DE software & control reserves the right to update, improve, replace, discontinue, modify or alter the specifications for or functionality of the Services from time to time. Customer agrees that its use of and access to certain Services are subject to the "Service-Specifc Terms" currently located at https://de-instruct.de/service-specific-terms.

9.14 , and are incorporated into, and form part of, this Agreement.

9.15 Execution in Counterparts. This Subscription Agreement may be executed in counterparts (which may be exchanged by facsimile or .pdf copies), each of which will be deemed an original, but all of which together will constitute the same Subscription Agreement.

9.16 Electronic Execution. The presentation of the platform and services on the DE software & control's website or portal does not constitute a legally binding offer to conclude a contract, but rather a non-binding invitation to the Customer to submit an offer (*invitatio ad offerendum*).

By clicking the "Accept" button, the Customer submits a legally binding offer to conclude this Subscription Agreement and expressly warrants, represents, and guarantees that they are acting solely in the exercise of their commercial, trade, business, or independent professional activity as entrepreneurs (*Unternehmer*) within the meaning of Section 14 of the German Civil Code (BGB) or public law entities.

The Agreement is concluded and becomes effective between Customer and DE software & control only when DE software & control accepts the Customer's offer. DE software & control may accept the offer either by issuing an explicit confirmation of acceptance (via email or platform notification) or, at the latest, by granting the Customer access to the platform (e.g., by activating the Customer's user account or providing the login credentials).

The Parties agree that for any changes to this Agreement an electronic signature of a Party to an Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this amendment. The Parties agree that any electronically signed document (including, for example, a Subscription Agreement, whether signed through DocuSign or by providing a scan of the signed document) shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.