

Nagarro ES Service and Licence Conditions

1. **Scope**
 - 1.1. This document of Service and Licence Conditions shall apply to all purchase orders and agreed contracts (hereinafter "ORDER") with companies affiliated with NAGARRO ES pursuant to § 15 AktG (hereinafter "NAGARRO ES") for NAGARRO ES's delivery of goods, licenses and work or services.
 - 1.2. Any general provisions of the CUSTOMER of NAGARRO ES (hereinafter referred to as "contractual partner") that deviate from, contradict or supplement these Terms and Conditions are expressly rejected. They shall only become part of the contractual relationship between NAGARRO ES and the contractual partner and shall take precedence over the provisions of this document if NAGARRO ES acknowledges them separately and in writing.
 - 1.3. Special agreements in ORDERS including annexes, confirmed by NAGARRO ES at least in writing, take precedence over the provisions of this document.
2. **Scope of Services**
 - 2.1. Unless confirmed by NAGARRO ES in the ORDER, the services to be delivered are defined in more detail in the product or service description (e.g. in a so-called service certificate).
 - 2.2. Software programs are provided on data media or for download with a license key.
 - 2.3. If minimum quantities have been agreed, these are also subject to remuneration even if no actual call-off has taken place. If a time limit has been defined, the release quantity that has not been released is not transferred to the next time period. Unless otherwise agreed, services called for in excess of a minimum quantity will be remunerated separately on the basis of NAGARRO ES's current price list.
 - 2.4. The CUSTOMER knows his business processes and can describe them in detail or translate them into requirements for an IT solution. In the case of ordered consulting services for a drafted scope of work description, requirements analysis or a requirement specification (e.g. concept for organizational planning for a CUSTOMER-specific IT solution / environment), the CUSTOMER remains responsible for his further decisions, which he makes on the basis of a possible NAGARRO ES concept. NAGARRO ES is not liable for the functionality of the concept, fit for purpose requirements desired by the CUSTOMER and any expenses incurred by him as a result thereof. The CUSTOMER shall remain responsible for checking the completeness and correctness of the described requirements for services including interfaces, even if NAGARRO ES should provide corresponding support services or subsequently provide further services. Furthermore, NAGARRO ES is not responsible for the functional and safe interoperability of systems or system parts, hardware or software components which are outside the direct scope of services of NAGARRO ES, which have not been released by NAGARRO ES or for which NAGARRO ES has not explicitly assumed responsibility in the corresponding service specifications. If NAGARRO ES undertakes project management or other coordination tasks, these tasks relate exclusively to the technical service part of NAGARRO ES. However, NAGARRO ES does not perform any overall coordination beyond NAGARRO ES's service parts in the system landscape of the CUSTOMER, of contractual partners of the CUSTOMER or other third parties who are not subcontractors of NAGARRO ES.
 - 2.5. Services sold by NAGARRO ES will be delivered EXW Incoterms 2010. If set-up and maintenance/services for the operational readiness of hardware purchased or rented by the CUSTOMER from NAGARRO ES have been ordered, these services will be provided at the place of delivery of the equipment.
- 2.6. The CUSTOMER himself will obtain any necessary permits for the operation of NAGARRO ES's products or services.
3. **License Scope**
 - 3.1. NAGARRO ES grants the CUSTOMER non-exclusive rights to use the products and services of NAGARRO ES, transferable to CUSTOMER companies affiliated acc. to §§ 15 et seq. AktG (German Stock Corporation Act) for all purchased licenses, for work results obtained by NAGARRO ES within the scope of the corresponding contract as well as for all other pre-existing rights used within the scope of the provision of services for the sole purpose of using the aforementioned work results in the IT environment or in the service specifications for any agreed areas of application or hosted systems.
 - 3.2. License terms of third parties shall take precedence over any other provisions of this Agreement with regard to their property rights. The CUSTOMER may not decompile, reverse engineer, modify or otherwise use any source and/or object code or arrange for the same by third parties. The CUSTOMER is entitled to make a backup copy of the software, which must contain all license notices. If the CUSTOMER carries out data backups which also include the software, these may only be used for backup and archiving purposes. All of the aforementioned rights are granted upon full payment to NAGARRO ES for the respective services or license fees.
 - 3.3. In the event of a license purchase or license lease of NAGARRO ES Software, reference is made to the aforementioned rights of use, which are limited to the agreed number of users. A license is considered used if the software is used by a user in temporary or permanent memory on a terminal or server.

If a network license is ordered, the software is installed in a computer network on a server and can only be used on as many computers as the respective network license determines. A computer network in this sense is any combination of two or more computers that are connected electronically or via another data channel and are capable of sharing the use of a software. Bypassing in the sense of reducing the number of devices from which the Software can be accessed directly ("multiplexing") is prohibited.
 - 3.4. If, according to the service certificate, the CUSTOMER is entitled to transfer NAGARRO ES software to a third party, this may only be done completely and in its original condition. The CUSTOMER must prove to NAGARRO ES on the basis of documents that he has removed all components of the software (with the exception of automated backup copies) from his systems and has seriously and finally discontinued its use. In addition, the CUSTOMER must prove, on the basis of documents, that the third party has undertaken to comply with these special provisions for the purchase of licences.
 - 3.5. NAGARRO ES is entitled to verify the contractual use of the software by the CUSTOMER by means of suitable technical means. The CUSTOMER shall create the technical prerequisites necessary for such licence audit and, upon request by NAGARRO ES, shall provide a list of his use and the number of users of the software and the number of hardware devices used. If a licence audit shows that the CUSTOMER uses the software outside the licence, NAGARRO ES is entitled to charge for the additional licences required for the actual use in accordance with NAGARRO ES's current price list. Any further rights of NAGARRO ES remain unaffected.

4. Maintenance Services for NAGARRO ES Software

- 4.1. In case that software maintenance is ordered, the latest minor release version of NAGARRO ES Software (which is identified by the number(s) after the dot (e.g. version 1.23)) is available to the CUSTOMER as an update. In addition, NAGARRO ES provides the CUSTOMER with current upgrades, bug fixes or security patches. Updates of the software are made available to the CUSTOMER for download.
- 4.2. NAGARRO ES is entitled to adapt the maintenance services and the further development of the software to technical progress. If such adaptation is not reasonable for the CUSTOMER, the CUSTOMER may terminate the maintenance services in writing within four (4) weeks after notification of the adaptation. An unacceptable disadvantage exists, for example, if any necessary adaptation of the remaining IT environment in the software is technically impossible or only possible at considerable additional expense.
- 4.3. Within the scope of maintenance services, NAGARRO ES only supports the current major release version of the software and its direct predecessor version. If the release of a new major release version by NAGARRO ES results in the software used by the CUSTOMER no longer being supported within the scope of maintenance services, the CUSTOMER may terminate the maintenance services in writing within four (4) weeks after the release of the new major release version with a notice period of four (4) weeks.
- 4.4. NAGARRO ES will provide the CUSTOMER with second and third level support, if ordered. NAGARRO ES's maintenance services may only be used by the CUSTOMER's first level support. Unless otherwise agreed, the provision of a service desk is not part of the maintenance services.
- 4.5. The CUSTOMER establishes and operates a first level support for the software, through which the tickets received from users are checked and simple malfunctions or errors in operation or improper use are resolved. The tasks of the first level support include the following areas in particular:
 - Is the software connected (connectivity)?
 - Are the entered data valid?
 - Is a supported browser used?
 - Are all browser and security settings correct?
 - Do the reference objects (documents, notifications) exist and are they released for processing?

The CUSTOMER is obliged to name at least three (3) users who have received appropriate training for the provision of first level support services.

- 4.6. If available, the CUSTOMER will submit all error messages via the ticket system (online portal) provided by NAGARRO ES, otherwise by telephone or e-mail.
- 4.7. All error messages must contain a detailed, comprehensible error description on the basis of which the error can be reproduced. This description must at least include log files and screenshots of the error and be based on the standard e-mail specified in the ticket system.
- 4.8. The CUSTOMER will ensure the technical requirements for a remote support through NAGARRO ES's support (usually via team viewer or VPN).
- 4.9. The elimination of malfunctions, damage or errors caused by the CUSTOMER due to improper use, incorrect operation, IT environment not corresponding to the product description, independent adaptation or individualization of the software, independent installation of updates, upgrades or bug fixes, faulty hardware or other circumstances for which NAGARRO ES is not

responsible or which are caused by the influence of third parties is generally not part of the maintenance services. Excluded services can be requested from NAGARRO ES by the CUSTOMER subject to additional remuneration.

- 4.10. In the case of ordered technical support for IT systems or communication technology equipment or parts thereof, maintenance shall include the following services:
 - Checking essential individual device and device system functions
 - Adjustment and changes to devices for fault elimination
 - Inspection and, in the event of a separate order and remuneration, the replacement of wearing parts.

5. Service Deferrals

- 5.1. NAGARRO ES products are not designed for use in high-security areas such as nuclear technology, air traffic control, weapons or security systems, life-support systems or systems of a similar nature in which malfunctions can lead to personal injury, death, environmental damage or mass destruction. NAGARRO ES accepts no liability for damage resulting from the use of products in these areas. In this respect, the CUSTOMER indemnifies NAGARRO ES from liability in case of claims by third parties.
- 5.2. Any maintenance/repair services ordered do not include
 - Services outside the service hours on business days Monday - Friday, 09:00-17:00h CET
 - a period of use of the equipment exceeding 180 hours
 - Changes or elimination of faults resulting from the network or other changes or elimination of faults for which NAGARRO ES is not responsible
 - Services on systems not commissioned by NAGARRO ES
 - Replacement of spare parts incl. wearing parts such as consumables etc.
 - Dismantling/repairing of systems
 - Maintenance/repair of equipment moved to another location.
- 5.3. New major release versions are not part of the agreed services for NAGARRO ES Software.
- 5.4. Services that are not included are offered by NAGARRO ES for additional remuneration on the basis of the price list currently valid at the time of performance of the service.

6. E-mail Services

- 6.1. If NAGARRO ES provides e-mail services for the CUSTOMER, NAGARRO ES is entitled to limit the maximum size of e-mails to be sent and received. Unless otherwise agreed, the maximum size of an e-mail is 25 MB. If e-mails exceed the agreed maximum size, they will not be sent or received.
- 6.2. The sending of e-mails via NAGARRO ES's systems or servers as well as the sending of e-mails via Internet domains registered through NAGARRO ES is not permitted, provided that
 - is a mass mailing of e-mails to recipients without their consent,
 - it concerns e-mails with advertising content and the consent of the recipient is not given, although it is required, or if it concerns e-mails that otherwise constitute a legal violation(hereinafter referred to collectively as "spam"). It is the CUSTOMER's responsibility to prove the consent of the respective recipient.

The CUSTOMER is equally prohibited from advertising, by sending spam, content that is accessible via an internet domain registered with NAGARRO ES or that is made available via NAGARRO ES

systems or servers.

- 6.3. All e-mail services provided by NAGARRO ES include spam and virus protection that cannot be deactivated. The CUSTOMER expressly agrees that all incoming and outgoing e-mails will be automatically checked by the central spam and virus filter and, if the result is positive, rejected if necessary or moved to a separate (possibly isolated) folder with a corresponding note. An isolated folder is only available if this has been explicitly agreed. E-mails stored in an isolated folder are irrevocably deleted after thirty (30) days.
- 6.4. The spam and virus protection is based on statistical and approximate methods. The CUSTOMER therefore accepts that it cannot be avoided that e-mails may be misclassified.
- 6.5. The spam and virus filter is managed by NAGARRO ES. Adjustment of the spam and virus filter by the CUSTOMER himself is only possible if and insofar as this has been expressly agreed.
- 6.6. For security reasons, NAGARRO ES is entitled to make adjustments to the spam and virus filter without prior notice. In the event of significant adjustments, the CUSTOMER shall be informed in an appropriate manner.

7. Internet Domains

- 7.1. Unless otherwise agreed, the Customer may set up one or more internet domains for the use of IT services. If NAGARRO ES registers these internet domains as an intermediary for the CUSTOMER or takes over the administration of these domains from another provider, NAGARRO ES shall be reimbursed for the corresponding registration fees and the otherwise agreed remuneration.
- 7.2. Insofar as NAGARRO ES assumes the provision and/or maintenance of internet domains, NAGARRO ES will only act as the CUSTOMER's representative vis-à-vis the official registry, which will grant NAGARRO ES all necessary powers of attorney for this purpose. Only the CUSTOMER shall be entitled and obliged under the contracts concluded with the official registry.
- 7.3. NAGARRO ES does not guarantee that internet domains applied for and provided on behalf of the CUSTOMER are free of third-party rights or permanently available.
- 7.4. The CUSTOMER guarantees that the use of the internet domains in his name does not infringe the rights of third parties and that no unlawful purposes are pursued. The CUSTOMER indemnifies NAGARRO ES from all third-party claims in connection with the use of the internet domains.
- 7.5. The CUSTOMER also guarantees that, in the event of termination of the contract, the Internet domains used by him will be transferred immediately to the administration of a new provider or that he will waive the internet domains. The CUSTOMER must submit a corresponding application to transfer to a new provider. NAGARRO ES is entitled to grant the application only after all outstanding claims against the CUSTOMER have been settled.
- 7.6. If NAGARRO ES has not received an application for transfer of the internet domains to a new provider within thirty (30) days after termination of the contract at the latest, NAGARRO ES may, at its own discretion, return the CUSTOMER's internet domains to the responsible registry or permanently take them out of service.

8. Telecommunication Services

- 8.1. Insofar as telecommunications services are provided within the scope of IT services, NAGARRO ES will set up the telecommunications systems on the CUSTOMER's premises and any associated software ready for operation, insofar as this has

been expressly agreed.

- 8.2. If no price has been fixed for the installation of the telecommunication systems and software, the telecommunication service will be invoiced according to the prices and conditions of NAGARRO ES's current price list. The same shall also apply insofar as NAGARRO ES supplies and installs the network, including junction boxes and distributors, or tests and/or modifies an existing network, and provides training, organisational and consulting services or support in the preparation for use.
- 8.3. Any maintenance services ordered include the maintenance and testing of telecommunications systems to the extent technically necessary, the elimination of faults and damage and the provision of measuring and control equipment and special tools required for maintenance.
- 8.4. As long as NAGARRO ES is obliged to carry out maintenance work, the CUSTOMER will have all maintenance and other work on the telecommunication systems (e.g. extensions) carried out only by NAGARRO ES or by third parties with NAGARRO ES's prior consent. In addition, the CUSTOMER will have the telecommunication systems connected to the teleservice so that diagnostic data can be transmitted via the telecommunication network and, as far as possible, malfunctions can be remedied by remote corrections or changes to the scope of services and user data requested by the CUSTOMER can be carried out. Upon termination of maintenance services, the connection to the teleservice and the corresponding facilities in the telecommunication systems shall be shut down.
- 8.5. If the CUSTOMER rents telecommunications systems, the aforementioned obligation to maintain them is included in the rental price. In this case, the CUSTOMER shall treat the telecommunication systems with care and diligence. The CUSTOMER shall compensate for all damages caused by loss or damage to a leased telecommunications system within the CUSTOMER's area of responsibility
- 8.6. Even if NAGARRO ES has to maintain the telecommunication systems, the following services will be invoiced separately according to NAGARRO ES's current price list:
 - Maintenance services/program maintenance, which are performed at the request of the CUSTOMER outside the specified support times
 - Changes requested by the CUSTOMER or requested by the network operator (e.g., changes to the scope of services, user data, place of installation or charge registration tariffs)
 - Diagnosis and elimination of malfunctions or damage caused by aging of the client's line network or of facilities of the public communications network as well as by other circumstances for which NAGARRO ES is not responsible
 - First inspection and any necessary repairs when NAGARRO ES takes over the maintenance of systems already in operation
 - Packaging, dismantling, return transport and transport insurance.

The same applies to additional services of NAGARRO ES in the field of software, such as for example:

- Updating of CUSTOMER data
- Work for duplicating, translating, generating programs
- Additional delivery of data carriers
- Analyzing and eliminating errors, which were caused by improper handling of programs or by other circumstances, which are not to be represented by NAGARRO ES
- Support with the introduction or use of software

- Delivery of new versions of the software

9. Obligations of the CUSTOMER to cooperate

9.1. The CUSTOMER acknowledges that the proper and timely performance of its defined CUSTOMER services constitutes an essential contractual obligation and a prerequisite for the proper fulfilment of NAGARRO ES's services in terms of costs, quality and time. If the provision of the CUSTOMER's services is delayed, NAGARRO ES is therefore entitled to claim, in addition to its right of retention, any additional costs and extensions of timelines that may arise as a result. Other rights remain unaffected by this.

9.2. The following CUSTOMER services are required, among other things, for NAGARRO ES's proper performance:

- Provision of IT systems in fully functional condition including remote or teleservice access with corresponding service contracts and the necessary licenses, access data and authorizations
- Provision of software components with appropriate administrator rights
- Provision of suitable workplaces with appropriate infrastructure
- Provision of test system, correct test and real data in the appropriate format and required scope
- Provision of sufficient system capacity
- Provision of adequate technical and locally suitable installation conditions for the operation of NAGARRO ES services /products
- Provision of the required number of sufficiently qualified technical staff and a contact person with main responsibility and decision-making authority, as well as their participation in appropriate meetings, approvals and possible acceptance tests
- Provision of all necessary information and data in a common, directly usable and digital format
- Provision of information on relevant normative requirements to which the CUSTOMER is subject
- Timely release of documents or services for the continuation of NAGARRO ES's overall performance
- Regular check of the resource / storage capacity (server, network, e-mail mailboxes etc.)
- Provision of adequate spam and virus protection for the IT systems
- Immediate change of the passwords received from NAGARRO ES for access to IT Services and their confidential treatment
- Immediate information to NAGARRO ES if unauthorized third parties obtain passwords or access to IT services
- Taking reasonable precautions against data loss, including back-up copies of all data and databases, in particular before carrying out any maintenance services

9.3. Any cooperation services to be procured by the CUSTOMER but not commissioned to NAGARRO ES, which NAGARRO ES procures for the CUSTOMER and which are necessary for the performance of services by NAGARRO ES, must be remunerated separately.

10. Payment, Price Escalation, Term

10.1. For ordered services whose price is not listed separately in the order, NAGARRO ES's price list valid at the time the service is provided shall apply.

10.2. License fees are due for payment upon delivery of the license key and invoicing. The purchase price for hardware is due upon delivery of the individual purchased items and invoicing. Rental fees are due for payment upon provision of the rental

products and invoicing. Services are generally invoiced monthly.

10.3. NAGARRO ES may change agreed prices and the prices listed in a price list as well as those for other costs at its reasonable discretion as follows: Prices may be changed until the index for IT services according to the publication by the Federal Statistical Office, Fachserie 16, Reihe 2.4, Gruppe J 63 is increased compared to the index that was currently valid at the time of the order. If this index is no longer published, the index of the Federal Statistical Office for IT services closest to this index will be used.

10.4. In the case of daily rates agreed upon or stated in the price list, a standard working day of eight (8) hours shall apply. A daily rate (8 hours) shall apply as the smallest unit for services at the CUSTOMER's premises. In the case of agreed hourly rates or remote services, the smallest account unit is fifteen (15) minutes. For services provided outside of the service hours on business days Monday - Friday, 09:00-17:00h, a surcharge of 50% is due on working days and a surcharge of 100% on Sundays and public holidays.

10.5. Travel costs and expenses for services at the CUSTOMER's locations specified in the order shall be charged at a flat rate of EUR 200 per employee and day. Incidental costs for assignments at other locations will be charged according to actual expenditure as per receipt. Travel time incurred shall be invoiced at 50% of the hourly rate.

10.6. Objections to invoices issued by NAGARRO ES must be raised within two (2) weeks after receipt of the invoice, otherwise the invoice shall be deemed to have been approved.

10.7. After an agreed minimum contract period, the contract period shall be extended by a further year in each case, unless one of the contracting parties terminates the contract in writing at the latest three (3) months before the end of the respective contract period.

11. Retention of Title

11.1. NAGARRO ES retains title to the delivered products until all claims from the respective order have been paid in full.

11.2. The CUSTOMER is obliged to treat the products with care during this period and to insure them adequately in terms of value against fire, water, theft and damage. NAGARRO ES has the right to have the relevant insurance policy presented to it at any time.

11.3. The CUSTOMER must notify NAGARRO ES immediately in writing in the event of seizures or other access by third parties to the products subject to retention of title.

11.4. The CUSTOMER is entitled to continue to dispose of the products in the ordinary course of business. However, further disposal to such end buyers who have excluded or limited the assignment of the claim for payment directed against them is not permitted. The CUSTOMER is not permitted to make other dispositions, in particular pledges and transfers by way of security of the products subject to retention of title, without the prior written consent of NAGARRO ES. The CUSTOMER hereby assigns to NAGARRO ES all claims in the amount of the total gross order value that accrue to it against its customers or third parties from the resale of the products subject to retention of title, also in a processed condition. If the products subject to the retention of title are installed or processed as an essential component, the proceeds of the main item will be assigned to NAGARRO ES up to the claim amount. NAGARRO ES hereby accepts this assignment.

- 11.5. Processing and transformation of the products subject to reservation by the CUSTOMER will always be carried out for NAGARRO ES or with the consent of NAGARRO ES. Should the retention of title nevertheless expire for any reason whatsoever, the CUSTOMER and NAGARRO ES agree already now that the title to the goods shall pass to NAGARRO ES upon processing and that NAGARRO ES shall accept this transfer of title. In this case, the CUSTOMER shall remain the custodian free of charge. If products are processed with other objects not belonging to ALLGIER, ALLGIER shall acquire co-ownership of the new object in proportion to the value of the products subject to retention of title to the other processed objects at the time of processing.
- 11.6. NAGARRO ES undertakes to release the securities to which NAGARRO ES is entitled upon the CUSTOMER's request to the extent that the value of NAGARRO ES's securities exceeds the claim to be secured by more than twenty (20%) percent. The choice of the securities to be released is at NAGARRO ES's discretion.
- 11.7. If the CUSTOMER does not fulfil his payment obligation despite the due date and reminder, NAGARRO ES is entitled to demand the return and utilization of the products.

12. Confidentiality

In the event that a separately concluded **confidentiality agreement** exists, the provisions of this agreement shall take precedence over the following provisions.

- 12.1. The contracting parties are obliged to keep confidential information secret. Confidential information is any information concerning the operations and business of NAGARRO ES or the contracting party that is received from or becomes known to them before or during the performance of the contract by or through the other contracting party and is intended for internal use. This includes in particular (i) the terms and conditions of the contracts between NAGARRO ES and the contractual partner, (ii) information on operational procedures, business relations, industrial property rights and know-how, (iii) for the contractual partner - all work results to be produced for NAGARRO ES within the scope of the business relationship, irrespective of whether they are marked as confidential or not. The receiving contracting party must secure this confidential information in such a way that knowledge and misuse by third parties is excluded.
- 12.2. The obligation to maintain confidentiality shall continue to apply after the respective ORDER has been completed.

13. Data Protection and Data Security

In case that a separately concluded **data protection agreement including technical-organizational measures (TOM)** exists, these provisions shall take precedence over the following regulations.

- 13.1. The contractual partner shall comply with the relevant data protection regulations, in particular it undertakes to employ only employees who are bound in writing to maintain data confidentiality and to provide NAGARRO ES with proof of this upon request.
- 13.2. If the contractual partner processes personal data on behalf of NAGARRO ES, it will only do so after concluding an order processing agreement pursuant to Art.28 DSGVO.
- 13.3. NAGARRO ES does not carry out any data backup unless explicitly ordered in writing. The contractual partner is obliged to make regular data backups to the required extent, e.g. hard disk encryption, encrypted storage on the server. Data backup may not be carried out on systems or servers provided by NAGARRO ES. In

addition, the contractual partner must comply with the technical and organisational requirements pursuant to Art.32 DSGVO. In particular, he must protect the systems to which he has access against unauthorized access, storage, modification and other unauthorized access or attacks of any kind by employees of the contractual partner or by third parties. He shall take appropriate measures to the required extent in accordance with the latest state of the art and proven technology, in particular to protect against viruses and other defective programs or program routines, and also other measures to protect his equipment, in particular to protect against intrusion. If systems not subject to his access are used, he shall impose corresponding obligations on his contractual partners and regularly monitor compliance with these obligations.

- 13.4. The contractual partner undertakes to set up a transport encryption for secure electronic communication for the purpose of executing this contract in consultation with NAGARRO ES.
- 13.5. The contractual partner shall further undertake to maintain data confidentiality, even after the termination of the contract.