

## General Terms and Conditions of Business

of tenfold Software GmbH, Seidengasse 9, 1070 Vienna (hereinafter referred to as "tenfold").

### I. General Provisions – Ancillary Oral Agreements – Offers

1. These General Terms and Conditions of Business (hereinafter referred to as "GTC") shall apply exclusively with regard to offers made by tenfold and the provision of Services (section II) by tenfold.
2. By entering into an agreement with tenfold, regardless of the contents thereof, the other contractual party (hereinafter referred to as "Customer" and tenfold and the Customer hereinafter referred to each as a "Contracting Party" and together the "Contracting Parties") shall accept the applicability of these GTC to the underlying transaction. By directing a request for the conclusion of an agreement to tenfold at the latest, the Customer shall waive its own General Terms and Conditions of Business. Provisions contained in an order or in other documents of the Customer which contradict these GTC shall not be applicable between tenfold and the Customer. Any terms and conditions of business contradicting or deviating from these GTC shall only be valid on an exceptional basis if they are expressly accepted by tenfold in writing. This shall also apply if tenfold performs its services without reservation being aware of or subject to conditions not specified in present GTC.
3. These GTC shall also apply for similar transactions between tenfold and the Customer in the future unless expressly agreed otherwise in writing.
4. Employees of tenfold shall not be authorised to change these GTC, agree upon any provisions deviating therefrom or to make any other ancillary oral agreements; an ancillary oral agreement shall become legally binding between the Contracting Parties only after such ancillary oral agreement has been stipulated by the Contracting Parties in writing.
5. Unless expressly agreed otherwise, tenfold's service and price offers shall be non-binding. An purchase order shall become only binding for tenfold when it is confirmed by tenfold in writing or accepted conclusively by performance and/or issuance of an invoice.
6. Software products, calculations and other product-, application- or project-specific documents containing valuable know-how or valuable information, shall, even if they are provided by tenfold to the Customer in the form of a licence, remain the property of tenfold and shall be protected by copyright; without the prior written approval of tenfold, which can also be issued within the framework of a partner agreement, for example, the above must not be reproduced.

### II. Services offered by tenfold

1. tenfold primarily offers – subject to prior individual confirmation – basically the following services (each a "Service" and together the "Services"):
  - a. The software "tenfold" in different variants and with varying scope of functions (in the following "Software");
  - b. The provision of maintenance services for the Software;
  - c. The provision of remote consulting services for the Software;
  - d. The provision of on-site consulting services for the Software; and
  - e. Other services in the area of information technologies

### III. Invoicing of Deliveries and Services

1. If not expressly agreed otherwise, prices shall be deemed to be in EUR and net prices, i.e. excluding any statutory sales tax.
2. Unless agreed otherwise, invoices shall be transmitted electronically by e-mail as unsigned .pdf documents and shall be payable without deduction within 14 calendar days; the invoice date shall be relevant for the calculation of the payment term. In the event of a default in payment, default interest pursuant to section 456 at the rate of 9.2 percentage points p.a. above the respective applicable base interest rate of the Austrian Business Code shall be paid.
3. Any payments by the Customer to tenfold shall be made exclusively by wire transaction. Any bank charges and/or fees arising out of or in connection with such payments shall be paid and finally borne by the Customer.
4. If a Customer is in default regarding a payment for more than 30 days, tenfold shall be entitled to withhold provision of all Services to the Customer. Therefore, in the event of a delay of more than 30 days, tenfold shall be entitled to suspend the provision of all Services at the beginning of the 31st day until the end of the delay and the full settlement of the outstanding debt, including interest on arrears (section III.2.). In this case, the Customer is prohibited from further use or the provision to end users of the Services and tenfold is expressly entitled to prevent such use - if necessary, by means of remote access or by using (other) technical measures. The fact that a sales partner of tenfold, being an independent entrepreneur that operates its undertaking under an independent company name and in its own responsibility and purchases and sells the Services in its own name and for its own account and is not entitled to act for tenfold in a legally binding manner without an explicit authorization to be granted in writing, or any other intermediary in this case cannot (or can no longer) fulfil any contractual obligations with end users is of no significance. ten-

fold's right to extraordinary termination of the contractual relationship concerned as well as the assertion of further claims for damages or other collection measures shall remain unaffected thereby.

5. Services will generally be invoiced by tenfold on a monthly basis. Licences and maintenance services will be invoiced immediately after electronic delivery (e.g. by e-mail). Unless otherwise agreed in individual cases, it is not permissible to withhold services for later settlement (e.g. "after acceptance").
6. All cost estimates by tenfold are based upon experience values to the best of tenfold's knowledge and belief. However, these are non-binding in any case ("cost estimate subject to correction") and work shall always be invoiced according to actual expenses.
7. Lump sum prices shall only be valid if they are explicitly marked as such and if they are based upon a function description corresponding to the expenses. The Customer may insist on lump-sum invoicing provided that the Customer bears the costs for the preparation of the function description (according to actual expenses at the respective rate agreed) ("cost estimate subject to charges"). It is expressly stipulated that the costs do not only include the actual costs for the preparation of the function description but also expenses for required discussions with the Customer or with third parties as well as all necessary travel expenditures and cash expenses.
8. If the presence of tenfold employees at the Customer's premises is required, any travel expenditures (including any overnight stay costs) shall be invoiced. Travel time shall be invoiced as working time at the respective valid rate; within Vienna Area, only the travel time but no travel expenditures will be invoiced. It has to be agreed with the Customer and documented in writing in advance whether and to what extent the presence of tenfold employees on site is necessary. Lump-sum expense allowances shall only apply if they were agreed in writing beforehand.
9. Unless expressly agreed otherwise, any set-off of claims of the Customer against claims of tenfold shall only be permissible if such claims are acknowledged in writing, undisputed or finally determined by a court (exclusion of set-off).
10. If the financial situation of the Customer deteriorates after agreement conclusion or if tenfold becomes aware only after agreement conclusion of a poor financial situation of the Customer which already existed prior to the conclusion of the contract, tenfold shall be entitled to request reasonable collaterals for Services and/or to withdraw any terms of payment granted also for other claims. If the reasonable collaterals requested are not provided by the Customer within a reasonable period of time, tenfold shall be entitled to withdraw from the agreement. Any existing claims arising from Services rendered or due to the Customer's default shall remain unaffected thereby.
11. The assignment of claims by the Customer shall only be permissible after tenfold's prior written consent,

which can also be issued as part of a partner agreement, and there shall be no entitlement to the granting of such consent.

#### IV. Claims for Defects – Complaint Obligations

1. Unless expressly agreed otherwise, the quality and suitability for use are exclusively and finally specified in the data sheet related to the respective Service or the operating instruction/description of scope related to the respective Service. There shall be no entitlement to compatibility with any operating systems or computer hardware not specified in the data sheet.
2. Any complaints must be notified to the Licensor in writing and by email in within a reasonable period, but at the latest within 14 days after delivery (in case of obvious defects) or discovery of the defect and include specific details of the defect.
3. tenfold and the Customer agree that in the event of a claim for supplementary performance (rectification or subsequent delivery), the Customer shall choose the most cost-effective option to the extent this does not result in any disadvantages for the Customer.
4. If the Customer violates its complaint obligation for defects pursuant to this section IV.2., it shall forfeit its claims to warranty, damages for the defect itself as well as error on the absence of defects of the item.

#### V. Liability

1. tenfold shall only be liable in principle for such breaches of obligations under this agreement that tenfold could have foreseen as a possible consequence when concluding this agreement and that the breached obligation is intended to prevent (typical contractual damages).
2. tenfold shall only be liable for direct damage to property caused by tenfold or one of its agents or legal representatives in the event of blatant gross negligence or intent, but not in the event of slight negligence
3. tenfold shall not be liable for consequential damage to property, loss of profit or indirect damage to property suffered by the Customer, including any such damage to property arising out of or in connection with business interruption or as a result of loss of profit or revenue or capital costs incurred.
4. tenfold's liability for direct property damage is limited to the net amount paid or payable by the Customer to tenfold for the respective service, but not exceeding the average annual license fee of the last 5 years. If the contractual relationship has lasted less than 5 years, the average of the entire term of the contract shall apply.
5. tenfold assumes unlimited liability to the Customer for bodily injury or death in connection with this Agreement
6. All limitations of liability shall apply to the same extent if tenfold is liable for vicarious agents.
7. If damage is attributable to fault on the part of tenfold as well as to fault or a breach of the duty on the part of the

Customer, tenfold shall be liable exclusively for the damage that would have occurred without the fault or without a breach of the duty of the Customer.

8. tenfold shall not be liable at all if the Software is modified, manipulated, inappropriately configured or used by the Customer in any way other than for its intended purpose.
9. In the event of a loss of data for which tenfold is responsible, tenfold shall be liable solely for the costs of duplicating the data from the backup copies to be created by the Customer and for restoring the data that would have been lost even if the data had been properly backed up.
10. The Customer is expressly prohibited from assigning any claims for damages against tenfold to third parties.

## **VI. Force Majeure – Rescission**

1. Any default and non-performance that is caused by an event or accidental event which is beyond the control of tenfold or the Customer, including but not limited to force majeure by natural phenomena, earthquakes, labour disputes, riots, wars, civil commotion, epidemics and pandemics, expropriation or official orders (hereinafter referred to as “Force-Majeure Event”) shall not be subject to the statutory provisions on default and non-performance. The above shall not include the obligation to pay amounts due and owed.
2. The obligations and rights of the Contracting Party affected shall be extended on a daily basis by the time period which corresponds to the time period of such excusable delay. The respective other Contracting Party shall be informed about the delay and the reason thereof in writing without any delay.
3. If the Force-Majeure Event lasts for more than three months, the Contracting Parties must use their best efforts to find a solution.
4. If tenfold is not able to perform the agreed Service due to a Force-Majeure Event for a time period exceeding the period under section VI.3., tenfold and the Customer shall each be entitled to withdraw from the respective agreement in whole or in part. The same shall also apply in the event of subsequent impossibility of agreement performance for which tenfold is not responsible.
5. There shall be no claims for damages for a withdrawal pursuant to section VI.4. If a Contracting Party intends to withdraw from the agreement for the above reasons, it shall inform the other Contracting Party thereof in writing without any delay.

## **VII. Limitation of Claims**

1. The statutory limitation periods shall apply.

## **VIII. Confidentiality**

1. Customer may obtain access to information that is not generally known, or readily accessible, either in its entirety or in the precise arrangement and composition

of its components, to persons in the circles that normally deal with this type of information, including but not limited to ideas, concepts, know-how, developments, analyses, designs, descriptions, plans, software, technology, documentation, reports, concepts, sales and pricing information, and any other information that tenfold or any partner of tenfold entering into an agreement on behalf of tenfold with the Customer provides or makes available in writing, electronically, orally or in any other form, regardless of whether such information is marked as confidential (“Confidential Information”).

2. Customer undertakes to keep all Confidential Information strictly secret from third parties and to use it only for the purposes of this Agreement. Internal access to Confidential Information shall be restricted to those employees and, where applicable, external consultants who absolutely require such access within the scope of this Agreement (“need-to-know basis”). Documents containing Confidential Information may only be reproduced with the prior written consent of the Licensor and may only be used for the purposes of this Agreement.
3. The obligations arising from this Section VII do not apply to confidential information that
  - a. has been made publicly available without violating this confidentiality clause;
  - b. is already in the lawful possession of the Customer without any obligation of confidentiality;
  - c. was demonstrably acquired by the Customer through an independent discovery/creation or developed/created independently;
  - d. has been published or disclosed by the Customer with the prior written consent of tenfold, and/or
  - e. the Customer must disclose under mandatory Union or national law.
4. The confidentiality obligation shall apply irrespective of the manner in which the Confidential Information was disclosed or made available to the Customer or whether it otherwise became known through, irrespective whether in written, electronic or oral form.
5. The Customer shall take all appropriate and necessary measures to ensure the confidentiality of the Confidential Information provided.
6. The Customer shall be liable for compliance with the confidentiality in accordance with this Section VIII by its employees and, if external consultants are engaged, also for compliance by these external consultants. This confidentiality pursuant to this Section VIII shall be demonstrably transferred to these employees and external consultants in the event that information is passed on, but this shall not reduce the party's own liability for its own employees and external consultants.
7. The confidentiality obligations shall continue indefinitely beyond the termination of this agreement.

## **IX. Place of Performance – Place of Jurisdiction – Applicable Law**

1. These GTC shall be exclusively governed by Austrian law, excluding the conflict-of-law rules and UN Sales Law.
2. Vienna shall be the place of performance for (goods supplied or) Services rendered under these GTC.
3. All legal disputes arising from these GTC, including in connection to its establishment, validity, termination or invalidity, shall be subject to the exclusive jurisdiction of the materially competent court for the seventh district of Vienna.

## **X. Miscellaneous**

1. These are the complete GTC of tenfold. At the point in time of entry into force of these GTC, there are no ancillary oral agreements of any kind whatsoever. Changes to these GTC shall be in writing if not specified otherwise herein on an exceptional basis.
2. If tenfold preferred not to assert violations against these GTC at a certain point in time or was not able to do so, this shall not constitute a waiver of any of tenfold's rights to assert such claim at a later point in time.
3. Should one or several provisions of these GTC prove to be invalid in whole or in part or should a contractual gap become obvious, this shall not affect the validity of the remaining provisions of these GTC. Instead of the invalid provision or in order to fill a contractual gap, tenfold and the Customer shall be obliged to agree upon a provision coming as close as possible to the intended contents of this Agreement.

Vienna, 25 April 2024