

## EQS Terms (for Germany and Austria)

**1. Applicability**

- 1.1. These terms and conditions (the "Terms") apply to all agreements between EQS Group and Customers located in Germany and Austria (the "Agreement") in relation to the provisioning of services via the Internet and/or hosting services (the "Cloud Services") as well as other professional services (the "Projects") (each a "Service" or together the "Services"), unless expressly agreed otherwise in writing between the parties. The Customer may purchase Services by concluding separate Agreements with EQS Group. If EQS Group should offer further Services in the future, these Terms shall also apply to this extended offer.
- 1.2. The Agreement, these Terms, the Data Processing Exhibit for EQS Cloud Services (if applicable), EQS Service Level Agreement for Cloud Services (if applicable) and the relevant Documentation exclusively govern the contractual relationship between the Customer and EQS Group. Any general terms and conditions of the Customer are hereby excluded by mutual agreement between the parties, even if EQS Group performs its Services without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer.
- 1.3. The Agreement is for the sole benefit of the parties hereto. Third parties shall only be included in the scope of protection and performance if expressly agreed between the parties. "Third parties" in this sense shall also mean companies affiliated with the Customer within the meaning of §15 of the Stock Corporation Act (AktG).
- 1.4. In the event of conflicts between the Agreement and these Terms, the provisions of the Agreement take precedence.

**2. Scope of Service**

- 2.1. The Cloud Service to be provided by EQS Group under the Agreement is described in the technical and functional documentation of the respective Service that is made available to the Customer with the Cloud Service (the "Documentation").  
EQS Group is entitled to change and adapt the content of the Services and Documentation, including the software provided, in particular in the event of technological progression or expansion of the Services offered by EQS Group (the "Continuous Modification"). In the event of material changes, EQS Group will notify the Customer of the Continuous Modification by email or within the Service within a reasonable notice period (usually 3 months prior to them being effective). If the legitimate interests of the Customer are adversely affected by a Continuous Modification to such an extent that the continued usage of the Services by the Customer cannot reasonably be expected, the Customer may terminate the affected Service in writing with a notice period of one month before the Continuous Modification takes effect and EQS Group shall refund any unearned pre-paid license fees. Unless terminated by the Customer, the Continuous Modification shall take effect on the date specified.
- 2.2. Projects to be provided by EQS Group under an Agreement are described in detail in the applicable Agreement. Unless otherwise stipulated in the Agreement, Projects are delivered on a time and material basis and invoiced in accordance with the price list in effect at the time of delivery. Meals, lodging, travel and other reasonably necessary out-of-pocket expenses are charged separately to the Customer.

**3. Right to use**

- 3.1. For the delivery of Cloud Services, EQS Group provides the Customer with access to an online platform for the term specified in the Agreement that includes various basic Services and may also include additional Pay per Click Services and/or optional Service modules that the Customer may also purchase.
- 3.2. EQS Group grants the Customer the non-exclusive, non-transferable right to use the results of Projects for its own internal purpose within the scope of the contractually intended use.
- 3.3. The Service or the underlying software, the system performance required for use and the necessary storage space for data of EQS Group and the Customer shall be provided by EQS Group or a hosting provider commissioned by EQS Group. The system area assigned to the Customer is protected against access by third parties.
- 3.4. EQS Group provides the Customer with the log-in data required for the identification and authentication in the Service when the Cloud Service has been made available in the production environment. Should the Cloud Services be licensed for named users, the Customer may permit named users (the "Authorised Users") to use the Cloud Service and other Services to the extent contractually agreed (in particular, without limitation, in accordance with the agreed usage metrics and volumes) and the log-in data for the Cloud Services may not be passed on or used by several persons at the same time. However, they may be transferred from one person to another when the original user is no longer Authorised to use the Cloud Service. The Customer is not permitted to transfer log-in data to third parties other than additional Authorised Users named to EQS Group in advance who have been considered in the calculation of the fee.
- 3.5. The Customer is responsible for the actions and omissions of its Authorised Users, affiliated companies (within the meaning of §15 of the Stock Corporation Act (AktG)) and business partners as if these are its own actions and omissions and obliges them to use the Service in accordance with the Agreement.
- 3.6. The Customer may use the Service exclusively for its own internal

purposes. In particular, without limitation, Customer may not:

- 3.6.1. Sublicense, license, sell, lease, rent, or otherwise make available the Services or the Documentation or provide access to any third party;
  - 3.6.2. Copy, translate, disassemble, decompile, reverse engineer or otherwise modify the Services in whole or in part, or create derivative works based thereon; however, the Documentation may be copied for internal use to the extent necessary, provided that the version shown in the Service governs;
  - 3.6.3. Use the Services in any manner that is contrary to applicable law, including, without limitation, the unlawful usage of data, and transmitting information or data that is unlawful or infringes intellectual property rights of others;
  - 3.6.4. Conduct Penetration tests without prior consultation and approval, or
  - 3.6.5. Endanger, interfere, compromise or circumvent the use and/or security of the Service.
- 3.7. EQS Group Services may contain links to web services provided by partners of EQS Group and/or third-party providers on external websites that are accessible through EQS Group Services and are subject to the terms and conditions of use of such third-party providers. EQS Group only provides technical access to the content of such linked websites, the content of which is the sole responsibility of such third parties.

**4. Fees**

- 4.1. The fee to be paid by the Customer for the Services is determined by the Agreement and the price list valid at the time of the order, which is available in the Service or can be obtained from EQS Group at any time upon request. EQS Group charges a base fee for the Cloud Services, which is also shown in the price list. (the "Base Fee"). The onboarding fees, package fees and the Base Fee for a period of twelve months are due in advance upon signature of the Agreement by both parties or the annual renewal date and invoiced in advance. A refund of the Base Fee, package fees and onboarding fees in case of termination of the Agreement is excluded, except as otherwise explicitly stated herein. Any additional fees, if applicable, will be charged per use (e.g. Pay per Use/Click, character count, projects) and invoiced monthly in arrears. In the event the individual parts of a package are not consumed within twelve months from the purchase of such package, they are forfeit.
- 4.2. Payments are due 14 days after the date of the invoice. EQS Group may charge the Customer the late payment charges for all fees that are not paid on time, in the amount of the statutory default interest rate applicable at the time. If the Customer is in default of payment, EQS Group may, after expiry of a reasonable notice suspend provision of the Services. The Customer may only offset and/or base a right of retention of fees on undisputed or finally awarded claims.
- 4.3. Services provided outside the agreed scope of customer support or contractual obligations shall be remunerated separately by the Customer. The applicable fees of EQS Group shall apply.
- 4.4. The parties agree that the fees shown in the price list or in the Agreement shall increase on the annual renewal date by the increase rate of the index of the average gross monthly earnings of full-time employees in Germany for the economic activity "Provision of information technology services" (published by the German Federal Statistical Office) plus 7% to compensate for increases in personnel costs and continuous improvements made generally available to all customers.
- 4.5. Furthermore, EQS Group may increase the fees with prior notice, including without limitation in the event of further development, the expansion of the Services offered by EQS Group, or increased supply chain prices. The increase shall be effective 1 month after the date of the notification. If a recurring fee (e.g. monthly, quarterly, yearly) has been agreed, the recurring fee can be increased at the earliest 12 months after the initial conclusion of the Agreement. The Customer shall have the right to terminate the affected part of the Agreement within the notice period to the date the price increase comes into effect.
- 4.6. The Customer can pay invoices using the payment methods offered by EQS Group. If a fee cannot be collected, the Customer shall bear all costs incurred by EQS Group, including without limitation bank charges in connection with the return of direct debits and comparable charges.
- 4.7. Invoices and payment reminders are sent by default in electronic form to an e-mail address specified by the Customer. Should the Customer request that a paper invoice be sent by post, an administrative fee of EUR 50 will be charged. The Customer shall notify EQS Group of any necessary corrections to the invoice within the payment term; later requests for corrections will not be taken into account.
- 4.8. Unless expressly agreed otherwise, all amounts stated in the Agreement or the price list are net prices, i.e. plus statutory VAT. EQS Group will separately disclose the tax rate and the amount of VAT in an invoice that complies with legal requirements.

**5. Term and termination**

- 5.1. The Agreement shall be concluded for the term specified in the Agreement. If no term is stated, the Agreement is concluded for a term of twelve months. The term of the Agreement shall automatically renew for a period of twelve

months unless either party terminates the Agreement with a notice period of three months to the end of the initial or any renewal term of the Agreement. For investor relations related Services: In the event all news purchased under a PR-package have been consumed, the PR-package as a whole shall be deemed consumed and the Agreement relating to such PR-package shall be automatically renewed prematurely for twelve months, starting from the date on which the PR-package is consumed.

5.2. The right of the contracting parties to terminate the Agreement for good cause without observing a notice period shall remain unaffected. Instead of termination for good cause, EQS Group may suspend provision of the Services. Good cause shall be deemed to exist if a party materially breaches the obligations expressly stipulated in the Agreement, including without limitation

5.2.1. if the other party breaches a material provision of the Agreement and fails to cure such breach within 30 days;

5.2.2. if insolvency proceedings are initialised against the assets of the other Party or if the other Party becomes insolvent;

5.2.3. if there is reasonable suspicion that the Customer is committing criminal acts in connection with the use of the Cloud Service or is objectively misusing the system to unlawfully pursue whistleblowers; or

5.2.4. if the Customer is in default of payment or a substantial part thereof for two consecutive times or if the Customer is in default of payment of an amount equal to the fees for two months for a period exceeding two consecutive payment dates.

5.3. If the Customer terminates the Agreement due to EQS Group's unremedied material breach, the Customer is entitled to a pro rata refund of the unearned pre-paid license fees.

5.4. Upon expiry or termination of the Agreement, EQS Group shall, at the request of the Customer, confirm that all data, documents and copies which have been made pursuant to the Agreement and which are not subject to any storage obligation will be deleted or destroyed.

## 6. Customer's obligations

6.1. The Customer shall provide EQS Group with the documents, information and data necessary for the provision of the Services in a complete, correct, timely and free of charge manner. The Customer must follow the instructions given by EQS Group in the relevant Documentation when describing, isolating, detecting and reporting errors or bugs.

6.2. The Customer must describe error reports and questions to such an extent that EQS Group can remedy the situation as quickly as possible with reasonable effort. The Customer relies on competent employees for the above.

6.3. The Customer uses an up-to-date version of a virus protection program on its own hardware.

6.4. The Customer shall prevent unauthorised access by third parties to the Services and the associated software and shall also oblige its employees and agents to comply with this obligation.

6.5. The Customer is solely responsible for the accuracy, completeness and timeliness of information provided. The Customer represents and guarantees that any provided information is not unlawful and that it complies with applicable laws, stock exchange regulations and market practices.

## 7. Availability

7.1. EQS Group will make the Cloud Services available and provide technical support, as specified in the EQS Service Level Agreement for Cloud Services, available at [www.eqs.com](http://www.eqs.com).

7.2. EQS Group advises the Customer that restrictions or impairments of the Service may arise which are beyond the control of EQS Group, including without limitation actions of third parties who do not act on behalf of EQS Group, force majeure, fires, strikes, accidents, or acts of God and technical conditions beyond the control of EQS Group, e.g. the Internet. The hardware, software and technical infrastructure used by the Customer can also influence EQS Group's Services. Any delay or default affecting the availability, functionality or timely performance of the Services caused by such circumstances will not constitute a breach of the Agreement. The Customer bears sole responsibility for the functionality of its internet access, including the transmission paths and its own hardware.

## 8. Warranty

8.1. EQS Group makes no representations or guarantees regarding the performance of the Services.

8.2. In the event of a defective performance by EQS Group, the Customer shall give EQS Group the opportunity to remedy the defect at least twice within a reasonable period, unless this is unreasonable in the applicable case or special circumstances exist which justify cancellation of the Agreement by the Customer, considering the interests of both parties. EQS Group may, at its sole discretion, remedy the defect or re-perform the Service free of defects. If these remedies fail, the Customer shall be entitled to reduce the remuneration or withdraw from the Agreement, subject to the requirements of statutory law. Claims for damages shall only exist in accordance with these Terms. However, claims for damages shall be excluded if the deviation from the owed quality is only insignificant.

8.3. EQS Group warrants that (i) the Cloud Service performs in accordance with

the specifications in the applicable Documentation during the term of the Agreement, (ii) Project Services under a contract for work (Werkvertrag) will meet the quality specified in the Agreement and (iii) the Services will not infringe the rights of third parties if used by the Customer in accordance with the Agreement.

## 9. Remedies

9.1. The Customer must notify EQS Group of any defects in writing. Warranty claims are subject to the reported defects being reproducible or otherwise verifiable and the Service being used in accordance with the Agreement, including without limitation in the contractually intended environment.

9.2. The statutory law on rental agreements shall apply to warranty claims (mietvertragliches Mängelrecht) in relation to Cloud Services.

9.2.1. The Customer may not make any deductions from the agreed fees for the Cloud services to enforce a fee reduction. Corresponding enrichment or damages claims (Bereicherungs- oder Schadensersatzansprüche) shall remain unaffected.

9.2.2. The Customer's right of termination due to failure to grant use (in Germany § 543 paragraph 2 sentence 1 no. 1 of the German Civil Code (BGB)) shall be excluded unless EQS Group is regarded as having failed to provide the Cloud Service.

9.2.3. The strict liability for defects already existing at the time of conclusion of the Agreement (in Germany § 536a para. 1 Alt. 1 of the German Civil Code (BGB)) is excluded.

9.3. The statutory law shall apply to warranty claims for Project Services.

9.3.1. Claims based on defects in material (Sachmängel) shall be excluded in the event of insignificant deviation from the contractual quality of the Project Service.

9.3.2. Warranty claims due to defects in material and defects of title shall expire one year after acceptance in relation to Project Service that require an acceptance.

## 10. Limitation of Liability

10.1. In all cases of contractual and non-contractual liability, EQS Group shall be responsible for damages or compensation for futile expenses only to the extent specified below:

10.1.1. In the event of a breach of material contractual obligations caused by slight negligence, the liability of EQS Group shall be limited to the foreseeable damage typical for the type of contract, except in the cases set out in Section 8.1 or 8.2. Material contractual obligations are essential obligations for the proper performance of a contract on which the parties to the contract may in general rely. EQS Group accepts no other liability.

Liability is limited for each individual claim and for all claims arising from or in connection with the contractual relationship together to five times the total amount of the fees paid by the Customer for the respective Service in the respective calendar year.

10.1.2. EQS Group shall have unlimited liability for loss of life, physical injury or damage to health resulting from a breach of duty by EQS Group, a legal representative or agent of EQS Group and for loss or damage caused by the lack of a quality guaranteed by EQS Group or fraudulent conduct by EQS Group

10.1.3. In addition, EQS Group shall have unlimited liability for damages caused intentionally or by gross negligence by EQS Group or any of its legal representatives or agents.

10.2. Liability under the Product Liability Act shall remain unaffected by the limitations of liability set forth herein.

10.3. The objection of contributory negligence (e.g. breach of the Customer's obligations) remains unaffected.

10.4. All claims against EQS Group for damages or reimbursement of futile expenses under contractual and non-contractual liability shall be time barred after one year from the point in time defined by statutory law (in Germany §199 para. 1 of the German Civil Code (BGB)) but no later than five years after the claim has arisen. This does not apply to (i) liability for intent or gross negligence, (ii) personal injury, or (iii) under the Product Liability Act. The deviating limitation period for claims due to defects in material and defects of title shall remain unaffected by the provisions of this paragraph.

## 11. Confidentiality

11.1. The parties undertake to treat all Confidential Information of the other party obtained before and during the performance of the Agreement confidentially for an unlimited period. The parties agree to protect the Confidential Information of the other party with the same standards as they protect their own comparable Confidential Information, but at least with reasonable care. "Confidential information" means any information which EQS Group or the Customer protects against unrestricted disclosure to third parties or which is considered confidential under the circumstances of such disclosure or its contents. In any event, without limitation, the following information shall be considered Confidential Information of EQS Group: all software, programs, tools, prices, data or other materials which EQS Group makes available to the Customer prior to or based on the Agreement. EQS Group may use data collected during the term in an aggregated, anonymised form, provided that such data is aggregated from more than one customer and does not identify the Customer, the Customer's

employees or the Customer's customers.

- 11.2. Confidential Information may only be disclosed to third parties if it is necessary to exercise the rights of the receiving party or to fulfil the Agreement and only if such third parties are subject to comparable confidentiality obligations. Reproductions of Confidential Information of the other party must - as far as technically possible - contain all references and notes contained in the original concerning the confidential character.
- 11.3. The foregoing Sections 11.1 and 11.2 do not apply to Confidential Information which
- 11.3.1. has been independently developed by the recipient without the disclosing party's Confidential Information,
  - 11.3.2. has become generally accessible to the public without breach of contract by the recipient or has been lawfully obtained without confidentiality obligation from a third party entitled to provide such Confidential Information,
  - 11.3.3. were known without restriction to the recipient at the time of disclosure,
  - 11.3.4. is exempted from the above provisions after written consent of the disclosing party; or
  - 11.3.5. is requested by a court of law, a competent public authority or mandatory regulation.
- 11.4. EQS Group is authorised to use the Customer as a reference customer. Customer agrees to submit a review of the Service on <https://www.g2.com/> (or a comparable platform) no later than 6 months after execution of the Agreement (it is possible to submit a review anonymously).

## 12. Data privacy

- 12.1. EQS Group offers a wide range of Services to its Customers, some of which are individually tailored to their needs.
- 12.2. In the event of processing of personal data on behalf of the Customer by EQS Group, the parties shall comply with all data protection laws and regulations, including without limitation for Customer to be authorised to pass on personal data to EQS Group for the purposes stipulated in the Agreement. Which personal data is processed by the Cloud Services and how it is processed is described in more detail in the Data Processing Exhibit for EQS Cloud Services, available at [www.eqs.com](http://www.eqs.com). The Customer agrees to inform affected individuals.
- 12.3. The customer collects, updates, processes and uses all relevant personal data in accordance with the applicable laws and regulations, especially without limitation data protection law.
- 12.4. Insofar as EQS Group receives personal data from employees or agents of the Customer during the contractual relationship, such data shall be collected, processed and used by EQS Group as described in the Data Protection Notice (available at [www.eqs.com](http://www.eqs.com)).

## 13. Intellectual Property Rights

- 13.1. The Customer may only use the Services to the extent contractually allowed. The Customer is only granted the rights expressly granted herein. No other rights are granted and shall remain with and be owned by EQS Group, its affiliated companies or its licensors, even to the extent that such rights have arisen as a result of the specifications of or cooperation with the Customer.
- 13.2. Unless otherwise agreed, the Customer is entitled to all rights to and in relation to the Customer's data.
- 13.3. Should the Customer provide copyrighted or trademarked material and works of the Customer to EQS Group for the performance of the Agreement, the Customer grants EQS Group a royalty free, non-exclusive right to use such copyrighted or trademarked material and works for the terms of the Agreement.
- 13.4. For all investor relations related Services, the Customer grants EQS Group a non-exclusive, worldwide, perpetual and transferable right to use and exploit generally accessible investor relations information without restrictions (in unaltered form regarding content), including without limitation to store, reproduce, edit and disseminate such information. EQS Group may grant third parties the right to use and exploit this information in the same way as EQS Group, including without limitation the right to grant third parties rights of use and exploitation.

The Customer shall indemnify EQS Group against claims asserted by third parties due to infringement of any rights of third parties, including without limitation copyrights or other industrial property rights by the agreed use and exploitation of information.

- 13.5. The Customer shall indemnify, defend, and not hold liable EQS Group and its employees, officers, directors, providers, and other agents, from and against any and all losses, damages, demands, claims, actions, liabilities, fines, penalties, expenses, and related expenses (including reasonable legal fees) asserted against or incurred by EQS Group that arise out of, or result from: (i) any data uploaded to the Service; and (ii) the Customer's breach of this Agreement.

## 14. Amendment of the Terms

- 14.1. Unless otherwise specifically provided, EQS Group shall be entitled to amend or supplement these Terms by notifying the Customer of any changes or amendments in text form at least six weeks before they take effect.

- 14.2. If the Customer does not agree with the changes or amendments to the Terms, the Customer may object to the changes until four weeks before the date on which the changes or amendments are intended to take effect. The objection must be made in writing. If the Customer does not object, the amendments or supplements to the Terms shall be deemed approved. EQS Group shall specifically draw the attention of the Customer to such effect in its notification of any changes or amendments to the terms of Agreement.

## 15. General Provisions

- 15.1. EQS Group may use subcontractors. EQS Group remains responsible for fulfilling the obligations assumed by EQS Group even if subcontractors are appointed.
- 15.2. EQS Group is entitled to transfer rights and obligations in whole or in part to third parties due to changes in group structure. The Customer may not assign or transfer the Agreement, contractual rights or obligations to third parties without prior written consent of EQS Group (in Germany: § 354 a HGB remains unaffected).
- 15.3. System notifications and information from EQS Group relating to the Agreement, Services, operation, hosting or support of the Service may also be made available within the Service. Such notification may also be transmitted in electronic or written form to the contact specified in the Agreement and/or other contact persons.
- 15.4. Free trial and freemium. If the Customer is provided with a free trial or freemium version of the Cloud Services, EQS Group may stop providing the Cloud Services at its sole discretion (i) without any prior notice for free trial licenses, and (ii) for freemium with 30 days prior notice. There is no support provided and the Service Level Agreement does not apply. Section 10.1.1 does not apply to free trial and freemium versions of the Cloud Services and EQS Group shall only be liable for damages or compensation for futile expenses caused intentionally or by gross negligence by EQS Group or any of its legal representatives or agents.
- 15.5. This Agreement may be executed in two or more counterparts and by facsimile or any electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
- 15.6. The place of performance shall be the registered office of EQS Group.
- 15.7. The Agreement is governed by the laws of the country in which the EQS Group entity concluding the Agreement is registered and shall be subject to the exclusive jurisdiction of the courts of the city of residence of EQS Group. Each party irrevocably submits to the exclusive jurisdiction of the above mentioned courts in any suit, action, or proceeding. The conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods shall not apply in any case.