

## LEANIX TERMS AND CONDITIONS

This document (“Terms and Conditions”) sets forth the terms and conditions for the subscription, access and use to the LeanIX Services, as described herein and in the Order Form. **Note that additional provisions may apply depending on the country where the Customer Address for Notice, as listed on the Order Form, is located.** Please check Section 11.18 of this Agreement for a full overview of such additional terms. Terms that may be adjusted based on Customer’s location are highlighted by a “\*”.

### 1. Definitions

- 1.1. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity (including joint ventures, limited liability companies and partnerships). “Control” for the purposes of this definition, means the power to direct the management and policies of the entity, by contract or otherwise.
- 1.2. “Agreement” means this Terms and Conditions, the Order Form and any additional document referenced to herein.
- 1.3. “Confidential Information” means any and all information (whether written, otherwise recorded or oral) of a Party that the disclosing Party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes: (i) non-public information relating to a Party’s technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third party information that the disclosing Party is obligated to keep confidential; (iii) the terms included in this Agreement; and (iv) any non-public information relating to any activities conducted hereunder. Confidential Information does not include any information or documentation that was: (a) already in the possession of the receiving Party without an obligation of confidentiality; (b) independently developed by the receiving Party without reference to or use of the Confidential Information of the disclosing Party, as demonstrated by the receiving Party; (c) obtained from a source other than the disclosing Party without an obligation of confidentiality; (d) publicly available when received or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of the receiving Party); (e) or approved for disclosure by the disclosing Party.
- 1.4. “Customer Data” means electronic data and information submitted by or for Customer to the Subscription Services. Customer Data is Customer’s Confidential Information.
- 1.5. “Derived Data” means new, anonymous, aggregated information generated through analysis and other processing of Customer Data and information generated through monitoring or other observation of Customer’s and User’s use of the Subscription Services. Derived Data is not Customer Data or Confidential Information and does not contain any personal data.
- 1.6. “Documentation” means online manuals, functional specifications, usage guides and policies, as updated from time to time, made available on docs.leanix.net or any successor website. Documentation is in English language only.
- 1.7. “Effective Date” means the date from when the Minimum Contract Term will start, as indicated on the Order Form.
- 1.8. “Export Control Laws” means export and import control regulations and sanctions laws, including but not limited to the laws and regulations of the Federal Republic of Germany, the European Union, the United Kingdom and the United States of America, to the extent applicable to the provision and use of the Subscription Services.
- 1.9. “Fees” means fees for Subscription Service (“Subscription Service Fees”), Professional Services (“Professional Service Fees”) Support Services (“Support Fees”), onboarding fees and any other fees agreed by the parties in the Order Form.
- 1.10. “Information Security Program” means the set of processes and procedures LeanIX maintains to protect the security, confidentiality and integrity of Customer Data.
- 1.11. “IP Claim” means a third-party claim alleging that aspects of the Subscription Services infringe a valid US or EU patent, copyright or trademark, or other intellectual proprietary right (“IPR”);
- 1.12. “Issuance Date” means the date the Order Form has been issued.

- 1.13. "Laws" means any applicable law, rule, decision, order, regulation, judgment, and requirement of any government authority having jurisdiction.
- 1.14. "LeanIX" means the LeanIX entity mentioned in the Order Form.
- 1.15. "Minimum Contract Term" means the initial minimum duration of the Agreement, as specified in the Order Form.
- 1.16. "Order Form" means an ordering document validly executed by Customer and LeanIX.
- 1.17. "Professional Services" means the services LeanIX provides to Customer for a separate fee, which may include individual trainings, on-site support, development of individual reports, and other consulting services.
- 1.18. "Services" means the Subscription Services, the Support Services and the Professional Services.
- 1.19. "Statement of Work" means a document describing the scope of a Professional Services engagement.
- 1.20. "Subcontractor" means a third party involved by LeanIX in the processing of Customer Data.
- 1.21. "Subscription Services" means the LeanIX's web-based services, including but not limited to Updates, product suites, tools and platforms, any derivative works of the foregoing, that Customer has subscribed to or that LeanIX otherwise makes available to Customer.
- 1.22. "Subscription Term" means the Minimum Contract Term and each subsequent renewal term.
- 1.23. "Support Services" means the services provided by LeanIX to support Customer's utilization of the Subscription Services.
- 1.24. "Update" means patches, bug fixes, releases, versions, modifications, or successors to the Subscription Services.
- 1.25. "User" means a natural person who is authorized by Customer to access the Subscription Services; permitted Users are limited to Customer's or its Affiliate's employees, consultants, subcontractors, agents, and business partners who are directly involved in the utilization of the Subscription Services.
- 1.26. "Virus" means any malicious code, defect, component, programs or other similar items.

## 2. **Provision of the Services**

- 2.1. **Subscription Services.** LeanIX will provide to Customer access and use rights to the Subscription Services subscribed to under an Order Form subject to the terms of this Agreement. In particular:
  - 2.1.1. **Security.** LeanIX will maintain the Information Security Program described in Exhibit "Data Security Exhibit."
  - 2.1.2. **Data processing.** LeanIX and Customer shall comply with the terms of Exhibit "Data Processing Exhibit".
  - 2.1.3. **Operational Terms.** LeanIX will provide Service Levels, Updates and Maintenance in accordance with Exhibit "Operational Terms Exhibit".
  - 2.1.4. **Exhibits.** The Data Security Exhibit, Data Processing Exhibit and Operational Terms Exhibit are available at <https://www.leanix.net/en/legal/commercial>. The version current as of the Issuance Date applies to the Order Form for the full Subscription Term.
- 2.2. **Support Services.** LeanIX will provide to Customer Support Services in accordance with the Service Class specified in the Order Form and the terms of Exhibit "Operational Terms Exhibit".
- 2.3. **Professional Services.** LeanIX will provide to Customer Professional Services in accordance with the terms of the Agreement and of a Statement of Work.
- 2.4. **Subcontractors.** Customer acknowledges and agrees that LeanIX may rely on its Affiliates and Subcontractors for the provision of the Services, provided that LeanIX will remain responsible for the acts and omissions of such entities as if they were its owns. Additional obligations towards Customer under the Data Processing Exhibit shall apply.
- 2.5. **Compliance with Laws.** LeanIX shall comply with all Laws applicable to its provision of the Services. For clarity, LeanIX shall not be obligated to comply with Laws that solely apply to Customer or to the market or sector to which Customer belongs.

## 3. **Customer rights and use restrictions**

- 3.1. **Access and Use Rights.** Subject to the terms of this Agreement, LeanIX grants to Customer a non-exclusive, non-transferable, worldwide right for the duration of the Subscription Term to access and use the

Subscription Services for Customer's and its Affiliates' internal business purposes and pursuant to the Documentation. Customer has no right to claim access to any source code of the Subscription Services.

- 3.2. Configuration. Customer shall have the ability to configure the Subscription Services via the relevant "Configuration" functionalities.
- 3.3. Extraction of Customer Data. At any time during the Subscription Term Customer shall have the ability to retrieve Customer Data in a machine-readable format.
- 3.4. Credentials. Customer may provide Users with user IDs and passwords to access and use the Subscription Services. Customer is responsible for all actions taken by Users or by anyone using Customer's accounts and passwords.
- 3.5. Restrictions. Customer shall not, and shall not permit Users or others, directly, indirectly, alone or with another party, to:
  - 3.5.1. use the Subscription Services in violation with the terms of the Agreement and the Documentation;
  - 3.5.2. make the Subscription Services available to anyone other than Users, or use the Subscription Services other than in support of Customer or its Affiliates' internal business purposes;
  - 3.5.3. modify – other than as allowed via the Configuration features of the Subscription Services -, translate, or create derivative works based on the Subscription Services;
  - 3.5.4. remove or obscure any proprietary notices from the Subscription Services;
  - 3.5.5. rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Subscription Services except to the extent allowed under this Agreement;
  - 3.5.6. attempt to interfere with, compromise the integrity or security of the Subscription Services or decipher any transmissions to or from the servers running the Subscription Services;
  - 3.5.7. take any action that imposes an unreasonable or disproportionately large load on LeanIX's infrastructure;
  - 3.5.8. upload Virus, malware, worms, or other software agents to or through the Subscription Services;
  - 3.5.9. except to the extent permitted by applicable law, reverse engineer, decompile, or disassemble the source code, object code or underlying structure of the Subscription Services;
  - 3.5.10. use the Subscription Service in violation of Laws applicable to its use of the Subscription Services, including, without limitation, Export Control Laws and Laws regulating data processing, data transfers, data protection.

#### 4. **Remuneration**

- 4.1. Payments. Customer shall pay the Fees in accordance with the applicable provisions of the Agreement. In particular:
  - 4.1.1. Fees. Fees, currencies and payments terms are as set forth in the Order Form. Except as specifically provided for in this Agreement, amounts paid are non-refundable and payment obligations are non-cancellable. Subscription Fees and Support Fees are invoiced yearly in advance.
  - 4.1.2. Late Payment.\* Without limiting LeanIX's other rights or remedies, any undisputed portion of any Fees that are not paid when due will accrue interest at the rate of 9 percentage points per year above the base interest rate (or, if lower, the maximum amount permitted by law) from the due date until LeanIX receives full payment.
  - 4.1.3. PO. If Customer issues a purchase order ("PO"), any such PO shall be for its internal administrative purposes only and any terms therein included shall have no effect. The PO shall be for the total Fees owing under the relevant Order Form and be without limitation of LeanIX's right to collect such Fees. Upon request, LeanIX will reference the PO number on its invoices, so long as Customer provides the PO together with the signed Order Form. In case of multiyear Order Forms, should the Customer issue multiple POs, the PO number shall be provided at least ten (10) business days prior to the relevant invoice date.
  - 4.1.4. Taxes. All Fees are exclusive of taxes which LeanIX will charge Customer as applicable. Customer shall pay or shall reimburse LeanIX for any taxes, however characterized by the taxing authority arising from Customer's subscription to - and use of - the Services. Any remuneration shall be given without deduction of any withholding taxes or other taxes that are imposed by a foreign tax authority and/or are owed based on legal provisions. In case any such amount needs to be deducted, Customer will increase the amount payable as necessary so that, after making all required deductions and

withholdings, LeanIX receives and retains an amount equal to the amount it would have received had no such deductions or withholdings been made. If Customer is a tax-exempt organization, upon LeanIX's acceptance of proof of such status, LeanIX will not charge Customer for any taxes from which Customer is exempt. Customer has no responsibility for any taxes based upon LeanIX's income, property and employees.

- 4.2. Compliance Review. Customer shall use the Subscription Service in accordance with the quantities listed on the Order Form ("Usage Limitations"). LeanIX might review compliance by Customer with the Usage Limitations and Customer shall provide reasonable cooperation to that purpose where so required. In the event such process shows a non-compliance, the applicable provisions of the Order Form shall apply.

## 5. Term, Termination and Suspension

- 5.1. Term. The Agreement commences on the Effective Date and continues for the Minimum Contract Term. Unless otherwise provided in the Order Form, the Agreement will automatically renew thereafter for successive terms of 12 months each. To prevent the Agreement from automatically renewing, either Party must provide the other with written notice of its intention not to renew at least 90 days before the end of the then current term.
- 5.2. Termination\*. In addition to other termination rights set forth elsewhere in the Agreement, either Party can terminate this Agreement for cause upon written notice if the other Party has committed a material breach of its obligations under this Agreement and has failed to cure such breach within 30 days of written notice by the non-breaching Party (or, if such breach is not reasonably curable within 30 days, has failed to begin and continue to work diligently and in good faith to cure such breach). Additional termination rights provided under statutory law shall apply.
- 5.3. Effect of Termination or Expiration. Immediately upon termination or expiration of the Subscription Term, Customer shall have no further access to the Subscription Services and will delete all copies of LeanIX Confidential Information in its possession. If Customer terminates this Agreement for cause, LeanIX will promptly refund accordingly pro-rated prepaid Subscription Fees and Support Fees. If LeanIX terminates this Agreement for cause, Customer will promptly pay any unpaid Subscription Fees due through the end of the Subscription Term to the extent permitted by applicable law.
- 5.4. Retention Period. LeanIX will retain Customer Data available for Customer to recover for a period of 30 days ("Retention Period") after termination or expiration of the Agreement. Unless legally prohibited, LeanIX shall delete all Customer Data after the expiration of the Retention Period. LeanIX will provide a written confirmation of such deletion upon Customer's written request.
- 5.5. Suspension. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in the Agreement, LeanIX reserves the right to suspend Customer's or a User's access to the Subscription Services where (i) such suspension is necessary due to a Customer breach of Section 3.5 "Restrictions" or to preserve the security, integrity, or accessibility of the Subscription Services, of LeanIX, of Customer Data, or of LeanIX's other customers; (ii) LeanIX is obligated to disable Customer's access in connection with an IP Claim or under a court or administrative order; (iii) Customer is delinquent in payment of any portion of an invoice for more than 30 days after receiving written notice from LeanIX regarding such delinquency, unless such delinquency is subject to a dispute resolution process under Section 11.5 of this Agreement. LeanIX shall notify Customer about a suspension at least three business days in advance, unless an earlier suspension is objectively necessary. LeanIX shall restore Customer's access to the Subscription Services as soon as the issue has been resolved.
- 5.6. Survival. The following Sections will survive any expiration or termination of this Agreement: Section 6 Confidentiality, Section 10 Liability, Section 5 Term and Termination, Section 7 "Limited Warranties", Section 8 "Intellectual Property", Section 11.5 "Dispute resolution", Section 11.6 "Governing Law".

## 6. Confidentiality

- 6.1. Obligation of Confidentiality. The Parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than to a Party's officers, directors, employees, or other Affiliates, agents, or professional advisors (including financial advisors, accountants and attorneys) who have a need to know in connection with this Agreement and who are otherwise bound by a duty or obligation of

confidentiality to such party, or to use such Confidential Information for any purposes whatsoever other than to perform its obligations under this Agreement. The Parties agree to not disclose the Confidential Information to any other persons without the disclosing Party's written authorization.

- 6.2. **Required Disclosures.** A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable prompt notice to allow it to seek a protective order or other appropriate remedy (to the extent the foregoing is allowed under applicable law), (ii) discloses only such information as is required by the governmental entity or otherwise required by applicable law, and (iii) uses its commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
- 6.3. **Surrender or Destruction of Confidential Information upon Termination.** Upon termination or expiration of this Agreement and at Customer's request, LeanIX will promptly return to Customer any Confidential Information received from Customer, or created or received by LeanIX, which are in LeanIX's possession, custody, or control. Should either Party determine that the return of any non-Customer Data Confidential Information is not feasible, such Party will destroy the non-Customer Data Confidential Information and will certify the same in writing within 14 days from the other Party's request for destruction. With reference to Customer Data, Section 5.4 "Retention Period" shall apply.

## 7. **Limited Warranties\***

- 7.1. **Limited Warranties.** During the Subscription Term, LeanIX represents and warrants that:
  - 7.1.1. the Subscription Service will perform in substantial conformity with the applicable Documentation. Customer shall report to LeanIX Support Services any material non-conformity within 30 days of the date on which it first appeared ("Notice Period") and LeanIX shall rectify the reported non-conformity. If LeanIX determines a rectification to be commercially unreasonable, as its sole remedies the Customer may either request LeanIX a reduction of the applicable Subscription Fees, to be agreed upon by the parties in good faith, or terminate the applicable Subscription Service and receive a pro-rated refund equal to the unused portion of any prepaid Fees for the remainder of the applicable Subscription Term as of the date of the warranty claim. In the event of non-conformities reported after the expiration of the Notice Period, Customer's sole remedy (and LeanIX's sole liability) shall be to obtain rectification via LeanIX's Support Services. This Limited Warranty does not cover non-conformities caused by misuse, third-party hardware, software or services or modifications of the Subscription Services other than as allowed via the Configuration tool;
  - 7.1.2. the Subscription Services will not infringe upon any IPR, or misappropriate any trade secret, of any third party. In the event of third-party claims alleging that the Subscription Services infringe any IPR or misappropriate any trade secret, Section 9 "Indemnification" sets forth Customer's sole remedy (and LeanIX's sole liability) in connection with LeanIX infringement of this warranty;
  - 7.1.3. the Subscription Services will not include any Viruses;
  - 7.1.4. the Professional Services will be performed with reasonable skill, care, and diligence consistent with industry standards. In the event of a breach of this warranty, as Customer's exclusive remedy, LeanIX will re-perform the Professional Services to the extent necessary to correct the deficient Professional Services.
- 7.2. **Warranty Disclaimer.** **Other than as expressly set forth in this Section 7 and to the maximum extent permitted by law, LeanIX makes no, and hereby disclaims any, representations or warranties of any kind, express or implied or statutory, with respect to the Services, including any implied warranty or conditions of merchantability, of fitness for any particular purpose or arising by usage of trade, course of dealing or course of performance. In particular, LeanIX disclaims any warranty that the Subscription Services or the use of the Subscription Services are or will be accurate, error-free or uninterrupted. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement.**

## 8. **Intellectual property**

- 8.1. **Subscription Services and Documentation.** LeanIX, its Affiliates and its licensors retains all rights in and to the Subscription Services, including and any and all related and underlying, databases, technology, source

code and all copies, modifications and derivative works thereof, as well as to the Documentation. LeanIX reserves all rights to the Subscription Services not expressly granted to Customer herein. For clarity, configuration of the Subscription Services shall not grant any right to Customer over the configured Subscription Services.

- 8.2. Customer Data. Customer retains all rights in and to Customer Data. Solely for the purpose of allowing LeanIX to fulfil its obligations under this Agreement, Customer grants LeanIX and its Affiliates a limited, non-exclusive, royalty-free, non-transferable right and license to process Customer Data.
- 8.3. Derived Data. LeanIX retains all rights in and to Derived Data. LeanIX may use Derived Data for any purpose including data and market analysis, reporting and optimization of LeanIX products and services.
- 8.4. Feedback. Customer grants to LeanIX a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation of LeanIX Services.

## 9. Indemnification for third party claims

- 9.1. Indemnification by Customer. During the Subscription Term, Customer, at its own expense, will (i) defend any third party claim brought against LeanIX to the extent alleging that Customer Data, or Customer's use of the Subscription Service in Customer's breach of this Agreement, infringes or misappropriates such third party's IPR or violates applicable Laws and (ii) indemnify and hold harmless LeanIX from any damages and costs caused by Customer finally awarded or agreed to in settlement by Customer in such claims (including reasonable attorneys' fees).
- 9.2. Indemnification by LeanIX. During the Subscription Term, LeanIX, at its own expense, will (i) defend any IP Claim brought against Customer and (ii) indemnify and hold harmless Customer from any damages and costs caused by LeanIX and finally awarded or agreed to in settlement by LeanIX in such IP Claim (including reasonable attorneys' fees). LeanIX will have no liability and no obligation under the present section or the following Section 9.3 to the extent an IP Claim is arising or alleging based in whole or in part on:
  - 9.2.1. use of the Subscription Services other than as specified in this Agreement or the Documentation, including use with third party hardware, services and/or software products not specifically authorized by LeanIX, if such infringement would not have occurred without such use or combination;
  - 9.2.2. modifications of the Subscription Services other than via the Configuration functionalities.
- 9.3. Mitigation by LeanIX. Notwithstanding the foregoing, if the Subscription Services become the subject of an IP Claim or in LeanIX's opinion is likely to become the subject of an IP Claim, LeanIX may at its own cost and expense:
  - 9.3.1. procure for Customer the right to access and use the Subscription Services free of any liability for infringement;
  - 9.3.2. replace or modify the Subscription Services to make them non-infringing but with reasonably comparable functionality; or
  - 9.3.3. if the previous two options are not available at commercially reasonable terms, terminate the applicable Subscription Service and issue Customer a pro-rated refund equal to the unused portion of any prepaid Fees for the remainder of the applicable Subscription Term.
- 9.4. Process.\* The obligations of each indemnifying party are conditioned upon receiving from the party seeking indemnification: (i) prompt written notice of the claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defence and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of the indemnified party, at indemnifying party's expense.
- 9.5. **Exclusive Remedy**. **This section states each party's sole and exclusive obligation and liability, and the other party's sole and exclusive remedy, for third party claims mentioned above. For clarity, the exclusivity of such remedy shall not limit a party's right to claim damages connected to such third-party claims, in which case the limitations of liability under Section 10 "Limitations of Liability" shall apply.**

## 10. Limitations of Liability\*

- 10.1. Unlimited liability. Nothing shall limit a party's liability in the event of (i) wilful misconduct or gross negligence, (ii) within the scope of a guarantee taken over by the respective party, (iii) in the event that a

defect is maliciously concealed, (iv) in case of an injury to life, body or health, (v) according to the German Product Liability Law.

- 10.2. Limited liability. In case of damages caused by slight negligence,
- 10.2.1. If Essential Contractual Obligations are breached, either party's liability is limited to foreseeable damages typical to the contract. "Essential Contractual Obligations" shall mean obligations whose fulfilment is essential to the proper implementation of the contract, and whose breach jeopardizes the achievement of the purpose of the contract and which the customer regularly trusts in their compliance;
- 10.2.2. any other liability for damages caused by slight negligence, such as indirect damages, loss of profit, lack of commercial results, is excluded.
- 10.3. Liability cap. In no event shall the aggregate liability of each party arising out of or related to this Agreement under Section 10.2 exceed the total amount paid by Customer hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer's payment obligations under the Section "Remuneration" above. Multiple claims shall not enlarge this limit.
- 10.4. Loss of data. LeanIX liability for loss of use or data in the events described under Section 10.2 shall be limited to the costs of recovering the data from the last available backup.
- 10.5. Limitations of Liability under this Section 10 shall also apply to Affiliates, employees, subcontractors and the relevant party.
- 10.6. Further liability of LeanIX (in particular the non-fault liability in terms of defects existing when the Agreement is concluded under Sec. 536a para. 1 of the German Civil Code) is excluded.

## 11. **Miscellaneous**

- 11.1. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure results from any cause beyond such party's reasonable control (a "Force Majeure Event"). The nonperforming Party must promptly notify the performing Party upon the occurrence of a Force Majeure Event and resume performance without undue delay upon cessation of the Force Majeure Event. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.
- 11.2. Export Control Laws. Both parties shall comply with Export Control Laws. LeanIX is not obliged to perform any obligation under this Agreement to the extent that the performance of such obligation would breach Export Control Laws or expose LeanIX to any risk of enforcement action, punitive or restrictive measures, or other adverse action under Export Control Laws.
- 11.3. Insurance. LeanIX has and shall maintain during the Subscription Term, at its own expense, industry standard insurances with an insurance company (or companies) with a financial strength rating by Standard & Poor's of no less than A- (or a similar rating from an equivalent recognized ratings agency). LeanIX shall provide certificates of insurance to Customer upon request.
- 11.4. Assignment. Neither party may assign this Agreement without the prior written consent of the other party unless such assignment is (i) to an Affiliate, or (ii) in connection with a merger, reorganization, acquisition, other transfer of all or substantially all of such party's assets or by operation of law. This Agreement will bind and inure to the benefit of each party's permitted successors and assignees.
- 11.5. Dispute Resolution. If a dispute should arise relating to the Agreement, the Parties will promptly convene a meeting attended by individuals with decision-making authority to amicably resolve any such dispute. If the Parties are unable to resolve the dispute within 30 days following their first meeting, or if no negotiations are commenced within 60 days after a Party notifies the other Party of a dispute, either Party will be free to pursue all available remedies under this Agreement, as well as legal and equitable remedies. Notwithstanding the foregoing, either Party may pursue injunctive relief at any time to avoid irreparable harm.
- 11.6. Governing Law and Forum.\* All disputes arising under, out of, or in any way connected with this Agreement will be governed by and construed in accordance with the laws of Germany without giving effect to its conflict of laws principles. All disputes arising under, out of, or in any way connected with this Agreement will be litigated exclusively in the state or federal courts situated in Bonn, Germany. The Parties disclaim the application of the U.N. Convention for the International Sale of Goods.

- 11.7. **Anti-Corruption.** Neither Party, no Affiliate, employee or other person acting on behalf of the Parties has directly or indirectly made any improper contribution, gift, bribe, influence payment, kickback or other thing of value to any person, private or public, regardless of form, whether in money, property or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained or (iv) for any other illegal or improper purpose. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restrictions.
- 11.8. **Order of Precedence.** In the event of a conflict or inconsistency among these Terms and Conditions and the other documents herein referenced, the following order of precedence shall apply: (i) Order Form(s); (ii) Exhibits; (iii) Terms and Conditions; (iv) Documentation.
- 11.9. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.
- 11.10. **Amendments.** This Agreement can only be amended by a document which is signed by both Parties' duly authorized representatives (also with electronic signature) and identifies itself as an amendment to this Agreement.
- 11.11. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Neither Party will have the right, power or authority to make any representation or warranty (whether express or implied), or to assume or create any obligations on behalf of the other Party, or to bind the other Party in any manner whatsoever.
- 11.12. **Waiver.** The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver of such Party's rights or deprive such Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.
- 11.13. **Severance.** If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision will be deemed to be severed and deleted; and neither such provision, nor its severance and deletion, will affect the validity of the remaining provisions.
- 11.14. **Construction.** The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Section headings are provided for convenience only and will not be used to interpret this Agreement.
- 11.15. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or will confer upon any third-party individual or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 11.16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement. The Parties agree that the Agreement may be agreed to online or executed by electronic signature.
- 11.17. **Notices.** All notices, demands or other communications will be in writing and delivered to the receiving Party at the respective addresses for notice specified in the Order Form, either in person, by email, by prepaid overnight courier, or by registered/certified mail.
- 11.18. **Country/Region Provisions.** In the event the address of Customer as specified on the Order Form is in one of the countries/regions specified below, the below provisions will apply.

COUNTRY / REGION	APPLICABLE PROVISIONS
11.18.1 Americas, Asia	Section 4.1.2 "Late Payment" shall be replaced in its entirety by the following <i>"Late Payment. Without limiting LeanIX's other rights or remedies, any undisputed portion of any Fees that are not paid when due will accrue interest at the rate of 1,5%</i>



COUNTRY / REGION	APPLICABLE PROVISIONS
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*per month (or, if lower, the maximum amount permitted by law) from the due date until LeanIX receives full payment.*

The following shall be added as Section 5.2.1:

*5.2.1. Either Party may terminate this Agreement upon written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation, or assignment for the benefit of creditors, and such proceedings are not dismissed within 60 days of commencement.*

Section 10 “Limitations of liability” shall be replaced in its entirety by the following ***10.1 Limitations on Amount of Liability. In no event shall the aggregate liability of each party (together with its Affiliates, employees, or subcontractors) arising out of or related to this Agreement exceed the Subscription Fees paid or payable by Customer to LeanIX during the twelve-month period immediately preceding the first event out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability. Multiple claims will not enlarge this limit.***

***10.2 Exclusion of Indirect and Related Damages. To the extent allowed under applicable laws, in no event will LeanIX together with its Affiliates be liable to Customer or to any third party for any consequential, special, incidental, indirect, or punitive loss or other such damages (including damages arising out of or relating to (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost profits, or (v) costs of recovery, however caused) and even if LeanIX or its Affiliates has been advised of the possibility of such loss, liability, damage or expense or if customer or its affiliates’ remedy otherwise fails of its essential purpose.***

***10.3 Unlimited liability. As provided by Law, nothing herein shall be intended to limit a party’s liability for the party’s gross negligence or wilful misconduct.***

In Section 11.6 “Governing law and Forum”, the governing law shall be replaced with “*the laws of the state of Delaware, USA*” and the forum of exclusive jurisdiction shall be replaced with “*the state or federal courts situated in Delaware, USA*”. The remainder of the section is left unchanged.

11.18.2 France, Luxembourg	Belgium,	<p>Section 4.1.2 shall be replaced in its entirety by the following:</p> <p><b><i>4.1.2 Late Payment: In case of late payment, Customer shall be liable to pay interest on the overdue amount at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, from the date when such payment was due until LeanIX has received payment of the overdue amount. In addition, in the event of overdue payment, Customer shall be liable for the payment of an indemnity for recovery costs equal to 40 euros per invoice, as imposed by the French commercial Code. Should the recovery costs actually incurred by LeanIX exceed forty (40) Euros, LeanIX shall be entitled to ask for further compensation upon presentation of evidential documentation.</i></b></p> <p>The following shall be added as Section 7.3:</p> <p><b><i>7.3 The Parties agree to waive the application of article 1222 of the French civil Code (right to ensure performance by itself or by a third party).</i></b></p> <p>Section 9.4 shall be replaced in its entirety by the following</p>
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## COUNTRY / REGION

## APPLICABLE PROVISIONS

*9.4 Process. The obligations of each indemnifying party are conditioned upon receiving from the party seeking indemnification: (i) prompt written notice of the claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the indemnifying party has full control over the defence strategy and the terms and conditions of the settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of the indemnified party, at indemnifying party's expense.*

Section 10 "Limitations of liability" shall be replaced in its entirety by the following *10.1 Limitations on Amount of Liability. In no event shall the aggregate liability of each party (together with its Affiliates, employees, or subcontractors) arising out of or related to this Agreement exceed the Subscription Fees paid or payable by Customer to LeanIX during the twelve-month period immediately preceding the first event out of which the liability arose. Multiple claims will not enlarge this limit.*

*10.2 Exclusion of Indirect and Related Damages. To the extent allowed under applicable laws, in no event will LeanIX together with its Affiliates be liable to Customer or to any third party for any indirect damages (including damages arising out of or relating to (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost profits, or (v) costs of recovery, however caused) and even if LeanIX or its Affiliates has been advised of the possibility of such loss, liability, damage or expense.*

*10.3 Unlimited liability. As provided by Law, nothing herein shall be intended to limit a party's liability for (i) the party's gross negligence or wilful misconduct or (ii) in case of tort liability.*

In Section 11.6 "Governing law and Forum", the governing law shall be replaced with "the laws of France" and the forum of exclusive jurisdiction shall be replaced with "the commercial courts situated in Paris, France". The remainder of the section is left unchanged.

11.18.3  
United Kingdom,  
Ireland, Australia, New  
Zealand

Section 4.1.2 "Late Payment" shall be replaced in its entirety by the following *"Late Payment. Without limiting LeanIX's other rights or remedies, any undisputed portion of any Fees that are not paid when due will accrue interest at the rate of 1,5% per month (or, if lower, the maximum amount permitted by law) from the due date until LeanIX receives full payment.*

The following shall be added as Section 5.2.1:

*5.2.1. Either Party may terminate this Agreement upon written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation, or assignment for the benefit of creditors, and such proceedings are not dismissed within 60 days of commencement.*

Section 10 "Limitations of liability" shall be replaced in its entirety by the following *10.1 Limitations on Amount of Liability. In no event shall the aggregate liability of each party (together with its Affiliates, employees, or subcontractors) arising out of or related to this Agreement exceed the Subscription Fees paid or payable by Customer to LeanIX during the twelve-month period immediately preceding the first event out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability. Multiple claims will not enlarge this limit.*

*10.2 Exclusion of Indirect and Related Damages. To the extent allowed under applicable laws, in no event will LeanIX together with its Affiliates be liable to Customer or to any*

COUNTRY / REGION	APPLICABLE PROVISIONS
	<p><i>third party for any consequential, special, incidental, indirect, or punitive loss or other such damages (including damages arising out of or relating to (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost profits, or (v) costs of recovery, however caused) and even if LeanIX or its Affiliates has been advised of the possibility of such loss, liability, damage or expense or if customer or its affiliates' remedy otherwise fails of its essential purpose.</i></p> <p><i><u>10.3 Unlimited liability.</u> As provided by Law, nothing herein shall be intended to limit a party's liability for the party's gross negligence or wilful misconduct.</i></p> <p>In Section 11.6 "Governing law and Forum", the governing law shall be replaced with "<i>the laws of England and Wales</i>" and the forum of exclusive jurisdiction shall be replaced with "<i>the courts of competent jurisdiction situated in London, United Kingdom</i>". The remainder of the section is left unchanged.</p>
11.18.4 Switzerland, Liechtenstein	<p>Section 10.1 "Unlimited liability" letter (e) shall be replaced by the following: "<i>(e) according to the Swiss Product Liability Law</i>". The remainder of the section is left unchanged.</p> <p>Section 10.6 shall not apply.</p> <p>In Section 11.6 "Governing law and Forum", the governing law shall be replaced with "<i>the laws of Switzerland</i>" and the forum of exclusive jurisdiction shall be replaced with "<i>the courts of competent jurisdiction situated in Zurich, Switzerland</i>". The remainder of the section is left unchanged.</p>
11.18.5 Sweden, Denmark, Finland, Norway, Iceland	<p>Section 10 "Limitations of liability" shall be replaced in its entirety by the following</p> <p><i><u>10.1 Limitations on Amount of Liability.</u> In no event shall the aggregate liability of each party (together with its Affiliates, employees or subcontractors) arising out of or related to this Agreement exceed the Subscription Fees paid or payable by Customer to LeanIX during the twelve-month period immediately preceding the first event out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability. Multiple claims will not enlarge this limit.</i></p> <p><i><u>10.2 Exclusion of Indirect and Related Damages.</u> To the extent allowed under applicable laws, in no event will LeanIX together with its Affiliates be liable to Customer or to any third party for any consequential, special, incidental, indirect, or punitive loss or other such damages (including damages arising out of or relating to (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost profits, or (v) costs of recovery, however caused) and even if LeanIX or its Affiliates has been advised of the possibility of such loss, liability, damage or expense or if customer or its affiliates' remedy otherwise fails of its essential purpose.</i></p> <p><i><u>10.3 Unlimited liability.</u> As provided by Law, nothing herein shall be intended to limit a party's liability for the party's gross negligence or wilful misconduct.</i></p> <p>In Section 11.6 "Governing law and Forum", the governing law shall be replaced with "<i>the laws of Sweden</i>" and the forum of exclusive jurisdiction shall be replaced with "<i>the courts of competent jurisdiction situated in Stockholm, Sweden</i>". The remainder of the section is left unchanged.</p>