

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.

COUNTRY/REGION SPECIFIC PROVISIONS. Note that additional provisions may apply depending on the country where the Customer Address for Notice, as listed on the Order Form, is located.

Such additional provisions are available for the following countries:

- USA, Canada: Laws of Delaware, see Section 11.20.1
- Germany, Austria: Laws of Germany, see Section 11.20.2
- France, Belgium, Luxembourg: Laws of France, see Section 11.20.3
- United Kingdom, Ireland, Australia, New Zealand: Laws of England and Wales, see Section 11.20.4
- Switzerland: Laws of Switzerland, see Section 11.20.5
- Denmark, Finland, Iceland, Norway, Sweden: Laws of Sweden, see Section 11.20.6.

1. Definitions

- 1.1. “Affiliate” (deviation for DE, FR) 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 these 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 the Order Form; 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) approved for disclosure by the disclosing Party. For clarity, Customer Data are Customer’s Confidential Information.
- 1.4. “Configuration Functionalities” means the functionalities of the Subscription Services that allow configuration activities via the user interface.
- 1.5. “Customer” means the entity identified as Customer on the Order Form.
- 1.6. “Customer Data” means any content, materials, data and personal data that Users enter into the production system of the Subscription Services or derive from its use of and store in the Subscription Services (e.g. Customer-specific reports). Customer Data and its derivatives will not include Confidential Information of LeanIX and its Affiliates.
- 1.7. “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.
- 1.8. “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 provided in English language only.
- 1.9. “Effective Date” means the date from when the Minimum Contract Term will start, as indicated on the Order Form.

- 1.10. "Export Control Laws" means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.
- 1.11. "Fees" means fees for Subscription Service ("Subscription Fees"), Professional Services ("Professional Service Fees") and any other fees agreed by the parties in the Order Form.
- 1.12. "IPR" means a valid US or EU patent, copyright or trademark, or other intellectual proprietary right.
- 1.13. "Issuance Date" means the date the Order Form has been issued.
- 1.14. "Laws" means any applicable law, rule, decision, order, regulation, judgment, and requirement of any government authority having jurisdiction.
- 1.15. "LeanIX" means the LeanIX entity mentioned in the Order Form.
- 1.16. "Minimum Contract Term" means the initial minimum duration of the Agreement, as specified in the Order Form.
- 1.17. "Order Form" means an ordering document validly executed by Customer and LeanIX.
- 1.18. "Party" means either Customer or LeanIX.
- 1.19. "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.
- 1.20. "SAP SE" means SAP SE, the parent company of LeanIX.
- 1.21. "Services" means the Subscription Services, the Support Services and the Professional Services.
- 1.22. "Statement of Work" means a document describing the scope of a Professional Services engagement.
- 1.23. "Subcontractor" means a third party involved by LeanIX in the processing of Customer Data.
- 1.24. "Subscription Services" or "Cloud Services" means LeanIX's web-based services, including 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.
- 1.25. "Subscription Term" means the Minimum Contract Term and each subsequent renewal term.
- 1.26. "Support Services" means the services provided by LeanIX to support Customer's utilization of the Subscription Services.
- 1.27. "Update" means patches, bug fixes, releases, versions, modifications, or successors to the Subscription Services.
- 1.28. "Usage Metric" means the standard of measurement for determining the permitted use and calculating the Subscription Fees as set forth in an Order Form and/or in documents referenced to therein.
- 1.29. "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.
- 1.30. "Virus" means any malicious code, malware, worms, other software agents or 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 the Agreement. In particular:
 - 2.1.1. **Data processing.** Data processing activities shall be regulated by the terms of Exhibit "Data Processing Agreement" ("DPA").
 - 2.1.2. **Operational Terms.** LeanIX will provide Service Levels, Updates and Maintenance in accordance with Exhibit "Operational Terms Exhibit".
 - 2.1.3. **AI Terms.** If and to the extent the Customer subscribes or activates artificial intelligence features and technologies provided with the Subscription Services ("AI Technology(ies)"), the AI Terms Exhibit shall apply.
 - 2.1.4. **Exhibits.** The DPA, Operational Terms Exhibit and AI Terms Exhibit are available at <https://www.leanix.net/en/legal/commercial>. The version current as of the Issuance Date of the Order Form applies to the Order Form for the full Subscription Term, unless otherwise agreed in writing by the Parties.
- 2.2. **Support Services.** LeanIX will provide to Customer Support Services in accordance with 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 DPA shall apply.
- 2.5. Compliance with Laws (deviations for US). 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 permit Users to access and use the Subscription Services for Customer's and its Affiliates' internal business purposes and pursuant to the Documentation. Usage is limited in particular to the Usage Metrics and volumes stated in the Order Form. 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. Following expiration or termination of the Agreement, Section 5.4 "Retention Period" shall apply.
- 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. copy or modify – other than as allowed via the Configuration Functionalities 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. upload Virus to or through the Subscription Services;
 - 3.5.8. 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;
 - 3.5.9. use the Subscription Service in violation of Laws applicable to its use of the Subscription Services, including Export Control Laws and Laws regulating data processing, data transfers, data protection.
- 3.6. Usage. Customer will monitor the use of the Subscription Services and report to LeanIX in writing without undue delay any use that goes beyond what is contractually agreed, in particular in excess of the Usage Metrics and volume. In this case, Customer must sign an agreement with LeanIX that documents the additional use and additional Subscription Fees. Such Subscription Fees shall accrue from the date the excess use began. LeanIX may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

4. Remuneration

- 4.1. Payments. Customer shall pay the Fees via wire transfer in accordance with the applicable provisions of the Agreement.
- 4.2. 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 are invoiced annually in advance.

- 4.3. Late Payment (deviations for US, FR, UK). 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.
- 4.4. 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.
- 4.5. Taxes
 - 4.5.1. Fees do not include any taxes, fees, charges or similar amounts. All indirect or transactional taxes or charges of any kind (including but not limited to, customs duties, tariffs, excise, gross receipts, value-added (VAT), goods and services (GST), sales and use tax and digital tax) except corporate income tax will be borne by the Customer and charged in addition where legally applicable and required. Customer shall communicate to LeanIX its VAT, GST or similar identification number attributed by the country where Customer has established its business and to which the Services under this Agreement are provided. LeanIX shall consider the Services under this Agreement to be for Customer's business use and provided to the location of the Customer in accordance with the provided VAT, GST or similar identification number.
 - 4.5.2. If Customer is required to withhold or deduct taxes (e.g., withholding taxes) from payment or any such tax or charge mentioned above under this Agreement, Customer shall increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction, LeanIX shall have received an amount equal to the payment charged. Customer shall send to LeanIX one original and one copy of the receipt for tax payment (tax certificate) officially issued by the local tax authority without undue delay.
 - 4.5.3. In the event LeanIX is required by local or other law or regulations to become a registered taxpayer in the country where Customer has established its business and/or is required to file separate tax returns therein, LeanIX will notify the Customer that it will choose at its sole discretion one of the following options: (a) LeanIX may terminate the subscriptions to the affected Order Form(s) with effect at latest the day before LeanIX is required to register as a taxpayer and/or file tax returns. Customer will receive a pro-rata refund in the amount of the unused portion of prepaid Fees for the terminated subscription calculated as of the effective date of termination. LeanIX may stop providing the agreed services without being liable to recourse; or (b) the Order Form(s) may be assigned to the local LeanIX Affiliate without requiring customer's consent (or any other Affiliate) regardless of any restrictions stipulated in the assignment clause of these or other agreements with the Customer.
 - 4.5.4. LeanIX reserves the right to charge, and Customer will pay retroactively, imposed taxes of any kind.

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. Termination for convenience is excluded.
- 5.2. Termination (deviation for DE, US and UK). 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. If LeanIX terminates this Agreement for cause, Customer will promptly pay any unpaid 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.** Without limitation to its other rights or remedies under 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 IPR related 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 as per (i) and (ii) without undue delay. If circumstances allow, Customer shall be informed in advance in writing. LeanIX shall notify Customer before a suspension as per (iii). 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 5 “Term, Termination, and Suspension”, Section 6 “Confidentiality”, Section 7 “Limited Warranties”, Section 8 “Intellectual Property”, Section 10 “Limitations of Liability”, 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, as well as not to use such Confidential Information for any purposes other than to perform its obligations under this Agreement 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 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 Laws), (ii) discloses only such information as required by Laws, 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 disclosing Party’s request, receiving Party will promptly return any Confidential Information in its possession, custody, or control. Should either Party determine that the return of any Confidential Information is not feasible, such Party will destroy such Confidential Information and certify the same in writing upon request. With reference to Customer Data, Section 5.4 “Retention Period” shall apply.

7. **Limited Warranties (deviations for DE and FR)**

- 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 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 Functionalities;

- 7.1.2. it will use reasonable efforts to ensure that the Subscription Services will not include any Viruses;
- 7.1.3. 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 (deviations for DE, CH)**

9.1. Claims Brought Against Customer

- 9.1.1. LeanIX will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Subscription Service infringes or misappropriates a patent claim, copyright, or trade secret right. LeanIX will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement LeanIX enters into) with respect to these claims.
- 9.1.2. LeanIX's obligations under Section 9.1 will not apply if the claim results from: (a) use of the Subscription Service in conjunction with any product or service not provided by LeanIX; (b) use of the Subscription Service provided for no Fee; (c) Customer's failure to timely notify LeanIX in writing of any such claim if LeanIX is prejudiced by Customer's failure to provide or delay in providing such notice; or (d) any use of the Subscription Service not permitted under the Agreement.
- 9.1.3. If a third party makes a claim or in LeanIX's reasonable opinion is likely to make such a claim, LeanIX may at its sole option and expense: (a) procure for Customer the right to continue using the Subscription Service under the terms of the Agreement; or (b) replace or modify the Subscription Service to be non-infringing without a material decrease in functionality.
- 9.1.4. If these options are not reasonably available, LeanIX or Customer may terminate Customer's subscription to the affected Subscription Service upon written notice to the other.

- 9.1.5. LeanIX expressly reserves the right to cease such defense of any claim(s) if the applicable Subscription Service is no longer alleged to infringe or misappropriate the third party's rights.
- 9.2. Claims Brought Against LeanIX. Customer will defend LeanIX against claims brought against LeanIX, its Affiliates and subcontractors by any third party related to Customer Data. Customer will indemnify LeanIX against all damages finally awarded against LeanIX, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.
- 9.3. Third Party Claim Procedure. All third party claims under Section 9 shall be conducted as follows: (a) the party against whom a third party claim is brought (the "Named Party") will timely notify the other party (the "Defending Party") in writing of any claim; (b) the Named Party shall reasonably cooperate in the defence and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to Section 9.39.3. (c) the Defending Party will have the right to fully control the defense; (d) any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.
- 9.4. Exclusive Remedy. The provisions of Section 9 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.
- 10. Limitations of Liability (deviations for DE, CH, UK)**
- 10.1. No Cap on Liability. Neither party's liability is capped for damages resulting from:
- 10.1.1. the parties' obligations under Section 9.1.1 and 9.2 (excluding LeanIX's obligation under Section 9.1.1 where the third party claim(s) relates to a Subscription Service(s) not developed by LeanIX);
 - 10.1.2. death or bodily injury arising from either party's gross negligence or wilful misconduct; and/or
 - 10.1.3. Customer's unauthorized use of any Subscription Service and/or any failure by Customer to pay any Fees due under the Agreement.
- 10.2. Liability Cap. Except as set forth in Section 10.1, the maximum aggregate liability of either party (or its respective Affiliates or LeanIX's subcontractors) to the other or to any other person or entity for all events (or series of connected events) arising in any 12 month period will not exceed the annual Subscription Fees paid for the applicable Subscription Service associated with the damages for that 12 month period. Any "12 month period" commences on the Minimum Contract Term start date or any of its yearly anniversaries.
- 10.3. Exclusion of Damages. In no case will:
- 10.3.1. either party (or its respective Affiliates or LeanIX's subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and/or
 - 10.3.2. LeanIX be liable for any damages caused by any Subscription Service provided for no Fee.
- 10.4. Risk Allocation. The Agreement allocates the risks between LeanIX and Customer. The Fees reflect this allocation of risk and limitations of liability.
- 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 Party whose performance is affected by the Force Majeure Event must promptly notify the other 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. LeanIX and Customer shall comply with Export Laws in the performance of the Agreement. LeanIX Confidential Information is subject to Export Laws. Customer, its Affiliates, and Users shall not directly or indirectly export, re-export, release, or transfer LeanIX Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data. Customer shall not use the Subscription Services from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea), the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR) or Syria. Upon LeanIX's request, Customer shall provide information and documents to support obtaining an export

authorization. Upon written notice to Customer LeanIX may immediately terminate Customer's subscription to the affected Subscription Service if: (i) the competent authority does not grant such export authorization within 18 months, or (ii) Export Laws prohibit LeanIX from providing the Subscription Service or Professional Services to Customer.

- 11.3. Insurance (deviation for US). During the Subscription Term, LeanIX, using commercially reasonable efforts, shall maintain the following insurance policies: (a) commercial general liability with a limit of €5,000,000 per occurrence and in general aggregate; (b) workers' compensation in compliance with statutory requirements; and (c) technology professional liability with a limit of €5,000,000 per claim and in the aggregate covering claims arising out of errors or omissions in connection with services provided by LeanIX as described in the Agreement and including network security and private data risks involving unauthorized access, failure of security, transmission of malicious code, denial of service attacks, and unauthorized disclosure or misappropriation of private data. Following execution of the Agreement and upon written request of Customer, LeanIX shall deliver or make available for download a certificate of insurance evidencing existence of the required coverage. None of the requirements contained herein as to types or limits or Customer's approval of insurance coverage to be maintained by LeanIX are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by LeanIX under the Agreement.
- 11.4. Assignment. Without LeanIX's prior written consent, Customer may not assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any third parties. LeanIX may assign the Agreement to SAP SE or any of its Affiliates.
- 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 (deviations for US, DE, FR, UK, CH, SE). 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 the Netherlands 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 courts of competent jurisdiction situated in Amsterdam, Netherlands. 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. Code of Conduct (deviation for UK). During the term of this Agreement, LeanIX will use reasonable efforts to comply with its Global Code of Ethics and Business Conduct for Employees (or similar equivalent) of its corporate parent, as may be in force from time-to-time, which incorporates standards on compliance and anti-corruption principles. The current iteration may be found at the public-facing website: <https://www.sap.com/documents/2021/12/eed75d58-507e-0010-bca6-c68f7e60039b.html>.
- 11.9. 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.
- 11.10. 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.

- 11.11. **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.
- 11.12. **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.
- 11.13. **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.
- 11.14. **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.
- 11.15. **Interpretation.** 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.
- 11.16. **Written form. "Written" or "in writing" means any readable declaration on a durable medium.**
- 11.17. **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.
- 11.18. **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.
- 11.19. **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.
- 11.20. **Country/Region Specific 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
11.20.1 <u>USA, Canada</u>	<p>Section 2.5 "Compliance with Laws" shall be replaced in its entirety by the following: <i>"2.5 Compliance with Laws. Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:</i> 2.5.1. <i>in the case of LeanIX, the operation of LeanIX's business as it relates to the Cloud Service; and</i> 2.5.2. <i>in the case of Customer, the Customer Data and Customer's use of the Subscription Service."</i></p> <p>Section 4.2 "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% per month (or, if lower, the maximum amount permitted by law) from the due date until LeanIX receives full payment.</i></p> <p>The following shall be added as Section 5.2.1: 5.2.1. <i>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</i></p>

COUNTRY / REGION**APPLICABLE PROVISIONS**

insolvency, cessation of business, liquidation, or assignment for the benefit of creditors, and such proceedings are not dismissed within 60 days of commencement.

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.

Only to the extent the Customer is located in the United States, Section 11.3 shall be replaced in its entirety by the following:

11.3 Insurance - During the Subscription Term, LeanIX, using commercially reasonable efforts, shall maintain the following insurance policies with insurer(s) having an AM Best Rating of A- or better: (a) commercial general liability with a limit of \$1,000,000 per occurrence and in general aggregate; (b) commercial automobile liability with a combined single limit of \$1,000,000 per occurrence; (c) workers' compensation in compliance with statutory requirements; (d) employer's liability with limits of \$1,000,000 each accident, \$1,000,000 by disease each employee and \$1,000,000 by disease policy limit; (e) excess\umbrella liability with a limit of \$4,000,000 per occurrence and in the aggregate with respect to coverage required in (a) and (b); and (f) technology professional liability with a limit of \$5,000,000 per claim and in the aggregate covering claims arising out of errors or omissions in connection with services provided by LeanIX as described in the Agreement and including network security and private data risks involving unauthorized access, failure of security, transmission of malicious code, denial of service attacks, and unauthorized disclosure or misappropriation of private data. Following execution of the Agreement and upon request of Customer, LeanIX shall deliver or make available for download a blanket certificate of insurance evidencing existence of the required coverage. LeanIX, its insurer(s) or broker(s) shall endeavor to provide Customer thirty (30) days advance written notice in event of cancellation of policies required herein. None of the requirements contained herein as to types or limits or Customer's approval of insurance coverage to be maintained by LeanIX are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by LeanIX under the Agreement.

11.20.2
Austria

Germany,

Section 1.1 “Affiliate” shall be replaced in its entirety by the following
“Affiliate” means any legal entity to which LeanIX or Customer is affiliated within the meaning of the German Stock Corporation Act (AktG), section 15. Any legal entity will be considered an Affiliate as long as that requirement is fulfilled.

Section 5.2 “Termination” shall be replaced in its entirety by the following:
Extraordinary termination rights and the right to termination for just cause remain unaffected. LeanIX reserves the right to terminate for just cause in particular where Customer is repeatedly or seriously in breach of major contractual obligations (in particular in sections 3, 6, 11.2).

Section 7.1 “Limited Warranties” shall be replaced with the following:

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

COUNTRY / REGION

APPLICABLE PROVISIONS

any material non-conformity within 30 days of the date on which it first appeared and with a detailed description of the reason (“Notice Period”) and LeanIX shall rectify the reported non-conformity. LeanIX shall remedy defects in the Subscription Service and for those Professional Services that are subject to acceptance by providing Customer with either a Subscription Service or new Professional Service, that is free of defects or, at its election, by eliminating the defects. One of the ways LeanIX may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. In the event of defects in title, LeanIX shall elect to (i) procure for Customer the right to use the Subscription Service or Professional Service in accordance with the contract, or (ii) replace the Subscription Service or Professional Service or change it such that the accusation of breach no longer stands, whereby Customer’s contractual use is not unreasonably impacted, or (iii) terminate the Order Form to this extent and reimburse the Customer’s remuneration paid in advance for the term remaining after the date of termination, and to pay wasted expenditure and/or damages subject to the limitations of section 10 (Limitation of Liability).

If LeanIX has failed to remedy the defect at the end of an additional time period of a reasonable length set in writing by Customer, and the suitability of the Subscription Service is consequently reduced to a more than just insignificant degree, Customer has the right of termination, which must be communicated in writing. If the suitability of the Subscription Service for use in accordance with the Agreement is reduced to a more than just insignificant degree, Customer is entitled to reduce the remuneration by an appropriate amount. Section 10 (Limitation of Liability) applies for wasted expenditure and damage compensation due to defects.

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 Functionalities;

7.1.2 it will use reasonable efforts to ensure that the Subscription Services will not include any Viruses;

7.1.3 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, 7.1.1. applies.

Section 9 “Indemnification for third party claims” shall be replaced with the following:
If a third party claims that Customer’s use of the Subscription Service in accordance with the terms and conditions of the Agreement infringes its intellectual property rights, Customer must fully inform LeanIX in writing without delay. If Customer ceases to use the contractual Subscription Service to mitigate loss or for other just reason, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer shall conduct court proceedings with the third party only with LeanIX’s agreement or shall authorize LeanIX to assume sole conduct of the dispute. This applies mutatis mutandis in cases where a third party makes claims against LeanIX that are due to acts by Customer, the Authorized Users, or third-party provider access.

Section 10 “Limitations of Liability” shall be replaced with the following:

10.1. LeanIX is liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows:

COUNTRY / REGION

APPLICABLE PROVISIONS

- 10.1.1. *In cases of intent, LeanIX's liability extends to the full loss; in cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.*
- 10.1.2. *In other cases, LeanIX is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following section 10.1.3. A breach of a major obligation in the meaning of this section 10.1.2 is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfilment.*
- 10.1.3. *Liability in cases under section 10.1.2 is limited to EUR 100.000,00 per incident, and to a total per contract year of the greater of EUR 300.000 or the Subscription Fee that was paid in the contract year (or respective Professional Service Fee) concerned.*
- 10.2. *Contributory fault may be claimed. The limits of liability in section 10.1 do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz).*
- 10.3. *All claims against LeanIX in contract, tort, or otherwise for loss or wasted anticipatory expenditure are barred after a period of one year. That period begins at the point in time specified in the German Civil Code, section 199 (1)). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this section 10.3 do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The provisions in this section 10.3 do not affect the other time bar for claims arising out of defects as to quality and defects in title in section 7 (Warranties).*
- 10.4. *No-fault liability as provided in the German Civil Code, section 536a (1) Alt. 1 for defects that existed at the time of contract execution is excluded.*

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

11.20.3 France, Belgium, Luxembourg

Section 1.1. "Affiliate" shall be replaced in its entirety by the following: "Affiliate" of LeanIX means SAP SE and any legal entity which is, directly or indirectly, (i) a subsidiary of SAP SE as defined under article L.233-1 of the French Commercial Code, or (ii) controlled by SAP SE as defined under article L.233-3 of the French Commercial Code. "Affiliate" of Customer means any legal entity which is, directly or indirectly, (i) a subsidiary of Customer as defined under article L.233-1 of the French Commercial Code, or (ii) controlled by Customer as defined under article L.233-3 of the French Commercial Code. Any legal entity will be considered an Affiliate as long as it complies with these definitions of subsidiary or controlled company.

Section 4.2 shall be replaced in its entirety by the following:

COUNTRY / REGION

APPLICABLE PROVISIONS

4.2 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.

The following shall be added as Section 7.3:

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).

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 (or, if these are not competent due to Customer’s legal status, the courts situated in Paris, France)”. The remainder of the section is left unchanged.

11.20.4 UK, Ireland, Australia, New Zealand

Section 4.2 “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. No Cap on Liability

10.1.1. Subject to Section 10.3 neither party’s liability is capped for damages resulting from:

- a) the parties’ obligations under Section 9.1.1 and 9.2 (excluding LeanIX’s obligation under Section 9.1.1 where the third party claim(s) relates to Subscription Services not developed by LeanIX);
- b) Customer’s unauthorized use of any Subscription Service and / or any failure by Customer to pay any Fees due under the Agreement;
- c) Breach of the obligations imposed by s.12 Sales of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982; and/or
- d) Any liability for other losses which cannot be excluded or limited by applicable law.

10.1.2. Neither party’s liability is capped for damages resulting from:

- a) fraud or fraudulent misrepresentation,
- b) death or bodily injury arising from either party’s negligence.

10.2. Liability Cap

COUNTRY / REGION**APPLICABLE PROVISIONS**

Except as set forth in Section 10.1 and 10.3, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence) misrepresentation or breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement) the maximum aggregate liability of either party (or its respective Affiliates or LeanIX's subcontractors) arising out of or accruing under or in connection with the Agreement to the other or to any other person or entity for all events (or series of connected events) arising in any twelve (12) month period will not exceed the annual Subscription Fees paid for the applicable Subscription Service associated with the damages for that twelve (12) month period. Any "twelve (12) month period" commences on the Subscription Term start date or any of its yearly anniversaries.

10.3. Exclusion of Damages

To the extent permitted by law in no case will:

a) either party (or its respective Affiliates or LeanIX's subcontractors) be liable to the other party for

(i) any special, incidental, consequential, or indirect damages, or

(ii) the following damages: loss of goodwill or business profits, losses resulting from work stoppage, loss of revenue or opportunity; in each case (whether such losses are direct or indirect) or

(iii) exemplary or punitive damages; and

b) LeanIX be liable for any damages caused by any Subscription Service provided for no Fee.

10.4. *The Agreement allocates the risk between LeanIX and the Customer. The Fees reflect this allocation of risk and limitation of liability.*

In Section 11.6 "Governing law and Forum", the governing law shall be replaced with "the laws of England and Wales" and the forum of exclusive jurisdiction shall be replaced with "the courts of competent jurisdiction situated in London, United Kingdom". The remainder of the section is left unchanged.

The following Section 11.8.1 is included in the Agreement:

11.8.1 UK Modern Slavery Act. *LeanIX shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the U.K. Modern Slavery Act 2015. LeanIX has published a U.K. Modern Slavery Act statement on <https://www.leanix.net/en/legal/compliance>.*

11.20.5 Switzerland

Section 9 "Indemnification for third party claims" shall be replaced with the following:
9. Third Party Claims. *If a third party claims that Customer's use of the Subscription Service in accordance with the terms and conditions of the Agreement infringes its intellectual property rights, Customer must fully inform LeanIX in writing without delay. If Customer ceases to use the contractual Subscription Service to mitigate loss or for other just reason, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer shall conduct court proceedings with the third party only with LeanIX's agreement or shall authorize LeanIX to assume sole conduct of the dispute. This applies mutatis mutandis in cases where a third party makes claims against LeanIX that are due to acts by Customer, the Authorized Users, or third-party provider access.*

COUNTRY / REGION	APPLICABLE PROVISIONS
	<p>Section 10 “Limitations of Liability” shall be replaced in its entirety with the following:</p> <p><i>10.1 LeanIX is liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows:</i></p> <p><i>10.1.1. In cases of liability for personal injury or liability under the Swiss Product Liability Act (Produktheftpflichtgesetz), and for damages caused by intent or gross negligence, LeanIX shall be fully liable to Customer.</i></p> <p><i>10.1.2. In all other cases, LeanIX’s liability shall be limited according to sections 10.1.3 and 10.1.4 below.</i></p> <p><i>10.1.3. Liability in cases under section 9.1.2 is limited to CHF 100’000 per incident, and to a total per contract year of the greater of CHF 300’000 or the fee that was paid in the contract year for the Subscription Service (or respective Professional Service) concerned.</i></p> <p><i>10.1.4. To the extent permitted by law, LeanIX excludes liability for indirect and consequential loss such as loss of profit, unachieved savings, interruptions to business or third-party damage.</i></p> <p><i>10.2. Contributory fault (e.g. breach of section 4 duties) may be claimed.</i></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>
<u>11.20.6 Sweden, Denmark, Finland, Norway, Iceland</u>	<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>