

Tilores Free Tier Subscription

between:

Tilo Tech GmbH

Rudi-Dutschke-Straße 23, c/o betahaus, 10969 Berlin, Germany VAT No. DE348795112

hereinafter “**Tilo Tech**”

AND

Customer

hereinafter “**Customer**”

1 Software Specifications and Deliverables

- TiloRes Entity Resolution Software containing following features
 - TiloRes schema configuration to centrally configure data and GraphQL API schema
 - TiloRes GraphQL API for adding, searching, aggregating, and deleting entity data
 - TiloRes Rule Engine for records to entities
- Online documentation
- Configuration examples
- Best practices

2 Services

- Updates
 - Updates to the solution are automatically offered. To use new updates, the customer has to redeploy the instance using the UI.

3 Activation Date

Date of Customer registration at app.tilores.io registration form.

4 Subscription Term

- Customer is allowed to ingest up to 10.000 records per calendar month
- Customer can deploy one instance of TiloRes
- Customer can create up to two API credentials per instance
- Subscription runs for one year starting at Activation Date and automatically renews for another year if not terminated one month before renewal date.
- Subscription ends when the contract is terminated by the customer, if the customer exceeds the ingestion limit 3 months in a row and does not upgrade to a paid subscription or if it is not renewed by Tilo Tech. Customer has to undeploy TiloRes before the termination date.

5 Payment Terms

- Fee:
The free version is free of charge in the scope defined in the Subscription Terms.

6 Acceptance criteria for Software

- The provided TiloRes software can be deployed using the UI.
- The matching is based on the customer configured rules and schema. It can be tested using the TiloResCli simulate command.

7 Warranty

- The warranty ends with the termination date.

8 Consulting Services

For consulting services including but not limited to:

- schema optimization
- in-depth rule configuration
- additional customer specific feature implementation

hourly charges of 125 EUR are invoiced.

1 Essential Parts of this Statement of Work

1.1 The following documents shall form essential and integral parts of this Statement of Work:

- 1.1.1. Tilo Tech General Terms and Conditions for Sale of Products and Services (“GTC”) attached hereto;
- 1.1.2. Tilo Tech Special Terms and Conditions for Use of Software as a Service (publis SaaS) attached hereto;
- 1.1.3. amendment(s) or supplement(s) to the GTC and STCs from time to time.

1.2 Any terms contrary to the GTC and STCs are hereby expressly excluded.

2 Order of Precedence

2.1 In the event of any conflict between this Statement of Work, the GTC and STCs and other legal documents concluded between Tilo Tech and Customer, the conflict shall be resolved in accordance with the following order of precedence:

- 2.1.1 This Statement of Work;
- 2.1.2 amendment(s) or supplement(s) to the relevant Special Terms and Conditions (“STC”) from time to time;
- 2.1.3 the relevant Special Terms and Conditions (STC”); and
- 2.1.4 amendment(s) or supplement(s) to the General Terms and Conditions for Sale of Products and Services (“GTC”) from time to time.

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

These General Terms and Conditions for the Sale of Products Services (the "**GTC**") together with the Special Terms and Conditions applicable for the specific services to be provided by Tilo Tech (the "**STC**") apply to any agreement regarding the sale of products and/or the provision of services by Tilo Tech GmbH, Rudi-Dutschke-Straße 23, c/o betahaus, 10969 Berlin, Germany ("**Tilo Tech**") to Customer ("**Customer**").

By accessing or using the Tilo Tech products and services or authorizing or permitting any individual to access or use Tilo Tech products and services, Customer agrees to be bound by these GTC and relevant STC.

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

Table of Contents

1	Definitions	3
2	Agreement and Acceptance	4
3	Order of Precedence	5
4	Scope of Products/Services	5
5	Cancellations/Modifications.....	5
6	Provision of Services.....	5
7	Customer's Obligations	6
8	Delivery	7
9	Acceptance	7
10	Title Transfer	8
11	Payment.....	8
12	Customs	8
13	Documentation	8
14	Warranty.....	8
15	Limitation of Liability.....	9
16	Indemnification	10
17	Excusable Delays (Force Majeure).....	10
18	Data Protection	11
19	Term.....	11
20	Termination	11
21	Confidentiality.....	12
22	Intellectual Property	12
23	Marketing and Publicity	13
24	No Corrupt Practices.....	13
25	Relationship of the Parties	13
26	Assignment	13
27	Notices	13
28	Entire Agreement	14
29	Written Form	14
30	Governing Law	14
31	Dispute Resolution and Jurisdiction.....	14
32	Severability.....	14

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

1 Definitions

Capitalized terms shall have the meanings set forth in the STC or as defined below:

- 1.1 **“Acceptance Criteria”** means the acceptance criteria, requirements and/or specifications set out in or described in the applicable Individual Agreement, as the case may be. If no such specific criteria, requirements or specifications are provided for particular Deliverables, then the Acceptance Criteria is that such items operate in all material respects as specified in the Documentation.
- 1.2 **“Confidential Information”** means all information disclosed by either Party in connection with the GTC, STC and any Individual Agreement concerning the business, affairs, the Products, Services, research and technologies of the disclosing Party and/or its customers that is not publicly available at the time it is disclosed to, or learned by the receiving Party. To the extent disclosed in connection with the Individual Agreements, Confidential Information includes but without limitation to specifications; data; know-how; formulas; compositions; processes; designs; prints; sketches; photographs; samples; prototypes; test vehicles; inventions; concepts; ideas; past, current and planned research and development; past, current and planned manufacturing or distribution methods and processes; the identity of or other information about actual or potential customers, customer contacts and customer sales strategies; market studies, penetration data and other market information; sales and marketing plans, programs and strategies; sales, costs and other financial data; sources of supply for the Products, raw materials, and components; descriptions of plants and production equipment; price lists; business plans; financial reports and statements; computer software and programs (including object code and source code); databases; internal reports, memoranda, notes, analyses, compilations, studies and other data, information, materials or intangible asset that relate to the disclosing Party’s business and/or Products. Confidential Information also includes any materials or information that contains or is based on any other Confidential Information, whether prepared by the disclosing Party, the receiving Party or any other person.
- 1.3 **“Customer”** means the individual or entity set forth in the applicable Individual Agreement.
- 1.4 **“Deliverables”** means designs, drawings, plans, prototypes, samples, specifications, software, program, reports, other documents and things made available by Tilo Tech in the course of the provision of the Products/Services and included in the scope of work and any deliverables specified in the applicable Individual Agreements.
- 1.5 **“Documentation”** means the technical manuals, training materials, specifications or other documentation referred to in the applicable Individual Agreement.
- 1.6 **“Individual Agreement”** means any agreement between Tilo Tech and the Customer on the design, development, manufacturing and/or provision of the Products or Services, and including contractual provisions which are specific to the provision of such Products/Services, incorporating these GTC, together with any relevant technical documentation and including a Service Level Agreement.

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

- 1.7 **“Intellectual Property Rights”** means any and all intellectual property rights arising under statutory law, common law or by contract including without limitation (i) patents, trademarks, design rights, copyrights, rights in databases, domain names, know-how, look and feel, rights in confidential information; (ii) any rights analogous to the foregoing; (iii) application filing, renewal and extensions of the foregoing.
- 1.8 **“Know-how”** means technical information and technical design related information (including but not limited to automotive design, product design, graphic design, web design, corporate identity design, interior design, branding and user experience design) incorporated in the work results and/or necessary to commercially adequately exploit the work results achieved by Tilo Tech and/or on behalf of Tilo Tech under the respective Individual Agreement, in particular and including (whether in written or electronic or magnetic form), trade secrets, unpatented inventions and other tangible or intangible information such as all documentation on research & development (encompassing without limitation documentation on research materials, test data, product data and safety data).
- 1.9 **“Law”** means any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance, directions and/or determinations with which Customer and/or Tilo Tech is bound to comply.
- 1.10 **“Parties”** means Tilo Tech and Customer.
- 1.11 **“Party”** means either Tilo Tech or Customer as the case may be.
- 1.12 **“Products”** includes both tangible and intangible goods, including software, service requirements, spare parts and any related documentation that may accompany the products.;
- 1.13 **“Services”** means the services specified in the applicable Individual Agreement.
- 1.14 **“Service Level Agreement”** means the relevant service level agreements agreed between the Parties describing specifications, scope of Services, uptimes, schedules, and other details as appropriate with respect to the Services and/or the Products.
- 1.15 **“Special Products”** means Products or parts of Products the construction, composition or functions of which are specified by Customer and which Tilo Tech makes to Customer’s specifications and delivers solely to Customer and Customer’s affiliated companies.

2 Agreement and Acceptance

- 2.1 The legal relationship between Tilo Tech and Customer shall be governed exclusively by these GTC as well as the applicable STC. Any terms to the contrary are hereby expressly excluded.
- 2.2 These GTC and the applicable STC shall govern and form an integral part of all agreements entered into between Customer and Tilo Tech for the provision of the Products/Services by Tilo Tech. Each such agreement shall be referred to herein as the “Individual Agreement”.

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

2.3 Tilo Tech reserves the right to change these GTC at any time with effect for future Individual Agreements.

2.4 Customer acknowledges and agrees to be bound by, and comply with, all (a) terms and conditions contained herein; and (b) all of the foregoing as the same may be amended by Tilo Tech from time to time. Customer shall have accepted each and every one of these terms and conditions when it accepts any Products/Services ordered. Any terms set forth by Customer are rejected in whole, unless explicitly accepted in a writing specifically accepting such terms and signed by Tilo Tech.

3 Order of Precedence

3.1 In the event of any conflict between the GTC and other legal documents concluded by Customer and Tilo Tech, the conflict shall be resolved in accordance with the following order of precedence:

3.1.1 These GTC and the applicable STC in its current version;

3.1.2 The Master Purchase of Products and Services Agreement (if applicable);

3.1.3 The applicable Individual Agreement.

3.2 Deviations from these GTC shall only be permissible and valid, if the wording of the deviating clause explicitly refers to the clause of these GTC from which is deviated.

4 Scope of Products/Services

4.1 Tilo Tech shall provide Customer with the Products/Services specifically set forth in an Individual Agreement.

4.2 Customer acknowledges and agrees that this Agreement does not constitute an exclusive agreement between Customer and Tilo Tech. Accordingly, Tilo Tech may provide such Products/Services to customers other than Customer.

5 Cancellations/Modifications

5.1 Once Customer has placed an order by means of an Individual Agreement, Customer may not cancel it unless Tilo Tech consents in writing and Customer pays any applicable cancellation charges.

5.2 Customer may not change orders in progress, except with Tilo Tech's written consent and agreement as to appropriate adjustments to be made and the effect, if any, of such changes on the price and time of delivery, provided that when Customer requires expedited service involving overtime, overtime charges will be added at Tilo Tech's sole discretion to the price specified on the face hereof or in an attached schedule.

6 Provision of Services

6.1 Tilo Tech will provide the Services in accordance with the Individual Agreement, these GTC and the applicable STC.

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

- 6.2 Tilo Tech may use third party contractors to perform Tilo Tech's duties. Tilo Tech will be responsible for the performance of the Services of such third-party contractors to the same extent as for its own employees.
- 6.3 The selection of consultants assigned or deployed to deliver the Services under an applicable Individual Agreement is at Tilo Tech's sole discretion and Tilo Tech reserves the right to replace any consultant at any time at its sole discretion with a consultant with equivalent skills.
- 6.4 If any Service, in whole or in part, cannot be provided by Tilo Tech due to a Customer issue and Customer fails to provide Tilo Tech with reasonable advance notice, the time spent by the consultants on such Service will be charged to Customer.
- 6.5 Any Services and Deliverables provided by Tilo Tech to Customer prior to the execution of an applicable Individual Agreement are the sole property and Confidential Information of Tilo Tech and shall be governed by the terms of these GTC and the applicable STC. If no Individual Agreement is completed, all Services, Deliverables must be returned or deleted and must not be used.
- 6.6 All dates with respect to performance of the Services are estimated and time shall not be deemed of the essence unless agreed otherwise in the Individual Agreements.

7 Customer's Obligations

- 7.1 Customer shall:
 - 7.1.1 ensure that the commercial terms of any Individual Agreement are complete and accurate;
 - 7.1.2 co-operate with Tilo Tech in all matters relating to any Individual Agreement;
 - 7.1.3 provide Tilo Tech with such information and materials as Tilo Tech may reasonably require in relation to any Individual Agreement, and ensure that such information is complete and accurate in all material respects;
 - 7.1.4 keep all materials, equipment, documents and other property of Tilo Tech (Tilo Tech Materials) at Customer's premises in safe custody at its own risk;
 - 7.1.5 maintain Tilo Tech Materials in good condition until returned to Tilo Tech, and not dispose of or use any Tilo Tech Materials other than in accordance with Tilo Tech's written instructions or authorization.
- 7.2 If Tilo Tech's performance of any of its obligations under any Individual Agreement is prevented or delayed by any act or omission by Customer or failure by Customer to perform any relevant obligation ("**Customer Default**"): (a) without limiting or affecting any other right or remedy available to it, Tilo Tech shall have the right to suspend performance of the Services until Customer remedies Customer Default, and to rely on Customer Default to relieve Tilo Tech from the performance of any of its obligations in each case to the extent Customer Default prevents or delays Tilo Tech's performance of any of its obligations; (b) Tilo Tech shall not be liable for any costs or losses sustained or incurred by Customer arising directly or indirectly from Tilo Tech's

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

failure or delay to perform any of its obligations as set out in this clause 7; and (c) Customer shall reimburse Tilo Tech on written demand for any costs or losses sustained or incurred by Tilo Tech arising directly or indirectly from Customer Default.

8 Delivery

- 8.1 Delivery dates are approximate and dependent upon (i) prompt receipt by Tilo Tech from Customer of all information necessary to permit Tilo Tech to proceed with its work immediately and without interruption; (ii) Customer's compliance with all terms and obligations of the Order, including payment terms and continued solvency.
- 8.2 Partial deliveries shall be permitted.
- 8.3 Customer shall promptly inspect all Products for specification differences, errors and nonconformity. Customer shall be deemed to have accepted all Products not rejected within fourteen (14) days following delivery.
- 8.4 Following acceptance, all claims of defect or non-conformity shall be governed by the warranty provisions herein.

9 Acceptance

- 9.1 In case the applicable Individual Agreement expressly states that the Deliverables are subject to acceptance and does not otherwise specify an acceptance procedure, the following acceptance procedure applies:
 - 9.1.1 Upon delivery by Tilo Tech of a completed Deliverable, Customer shall have fourteen (14) calendar days to accept or reject ("**Acceptance Period**") the Deliverable, due to a material defect based on the Acceptance Criteria set forth in the Individual Agreement for that Deliverable.
 - 9.1.2 If the relevant Deliverable passes the acceptance criteria set forth in the Individual Agreement, Customer shall accept the Deliverable. Acceptance shall not be unreasonably withheld by Customer. If Customer notifies Tilo Tech that it rejects the Deliverable due to a material defect, Customer shall provide written notice, within the acceptance period, specifying the basis of the material defect.
 - 9.1.3 Tilo Tech shall have a reasonable period to cure and redeliver the Deliverable for an additional acceptance period. If Customer fails to reject any Deliverable within the acceptance period, in a written document specifying the material defect, Customer shall be deemed to have accepted such Deliverable as of the fourteenth (14th) day of the acceptance period.
 - 9.1.4 Upon acceptance of a Deliverable, all Services associated with such Deliverable shall be deemed accepted. Customer shall not make productive use of a Deliverable, unless it has been accepted by Customer (either expressly or by passage of time) and in the event that it does make productive use of a Deliverable without acceptance, Customer shall be

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

deemed to have accepted such Deliverable as of the fourteenth (14th) day of the Acceptance Period.

10 Title Transfer

Title in and to the Products shall be transferred to Customer upon full and timely payment of any and all invoices issued under the applicable Individual Agreement.

11 Payment

- 11.1 Customer agrees to pay Tilo Tech in respect of the Products/Services to be provided hereunder the fees set forth or determined in the applicable Individual Agreement.
- 11.2 All fees are due in accordance with the payment schedule set forth in the Individual Agreement. All fees are quoted and payable in EURO.
- 11.3 The fees are exclusive of all applicable sales, VAT or other taxes or duties and Customer shall pay all such taxes.
- 11.4 Any payment not received from Customer by the due date shall accrue interest (except with respect to charges then under reasonable and good faith dispute), of nine (9) percent points above the base interest rate published by the German Federal Bank from the date such payment is due until the date paid.

12 Customs

Unless otherwise agreed by both Parties, each Party shall respectively be responsible for all customs arising out of its transactions.

13 Documentation

Upon delivery of the Products and Services, Tilo Tech shall provide a copy of all documentation, manuals, reports, applicable operational instructions, any additional specifications and program and system documentation relating to the Products and Services necessary for the use, maintenance and operation thereof (collectively, the "**Documentation**") at no additional charge, cost or fee. In the event that Customer requests Tilo Tech to furnish additional copies of any such Documentation, Tilo Tech shall furnish the same to Customer at no additional charge, cost or fee.

14 Warranty

- 14.1 Tilo Tech expressly represents and warrants to Customer, Customer's successors and assigns, that during the warranty period:
 - 14.1.1 the Services, including all components thereof, their specifications, and any other materials, including updates and revisions of the foregoing, provided pursuant to Individual Agreements, do not and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right (including, but not limited to, misappropriation of trade secret) of any third party;

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

- 14.1.2 the Services provided hereunder shall be performed by Tilo Tech in a professional manner by qualified personnel trained and skilled in the performance of the specific services involved;
- 14.1.3 the Services provided hereunder shall be provisioned by Tilo Tech in accordance with the terms of the applicable Individual Agreements; and
- 14.1.4 all Products delivered to Customer shall (i) conform to the specifications, set forth in the relevant Individual Agreement; (ii) be free from defects in workmanship and material and shall be new; (iii) Customer shall receive title to the Products that is free and clear of any mortgages, liens, or encumbrances; and (iv) be adequately contained, packaged, marked and labelled.
- 14.2 Products delivered may be rejected by Customer and returned at Tilo Tech's risk and expense, if at any time found defective, deficient or non-conforming in the above-mentioned respects during the warranty period set forth in the relevant Individual Agreement. In case the warranty period is not set forth in the relevant Individual Agreement, the warranty period shall be twelve (12) months.
- 14.3 Unless set forth otherwise in the relevant Individual Agreement, the warranty period shall commence upon the date of delivery or date of acceptance of the respective Products.
- 14.4 During the warranty period Tilo Tech, at its sole option, shall at its own cost, repair the Products or replace them with new Products that are free from defects. Repair and replacement shall be carried out without undue delay upon demand.

15 Limitation of Liability

- 15.1 Customer assumes sole responsibility for results obtained from use of the Products or Services and any conclusions drawn from such use. Tilo Tech shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Tilo Tech by Customer in connection with the Products or Services, or any actions taken by Tilo Tech at Customer's direction.
- 15.2 Tilo Tech's liability shall be unlimited for:
- 15.2.1 loss or damage caused intentionally or by the gross negligence of Tilo Tech, its directors or its officers or intentionally by its other vicarious agents;
- 15.2.2 loss or damage from acts causing death, bodily injury or illness.
- 15.3 Subject to clause 15.2, Tilo Tech's liability shall in no case exceed the aggregate of 12 months fees received by Tilo Tech directly from Customer immediately preceding the event giving rise to such claim.
- 15.4 Subject to clauses 15.2 and 15.3 above, any other liability of Tilo Tech is excluded.
- 15.5 Where Tilo Tech's liability is limited in accordance with clause 15.3, Tilo Tech will not be liable for lost profits or any other indirect damages.

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

15.6 Any exclusion or limitation of liability in favor of Tilo Tech pursuant to clauses 15.1 - 15.6 applies for the benefit of Tilo Tech's employees if Customer seeks redress directly against any of Tilo Tech's employees.

16 Indemnification

16.1 Cross-Indemnity Claims. Tilo Tech and Customer (each an "**Indemnifying Party**") will indemnify, defend and hold harmless the other Party, its directors, officers, employees, affiliates and agents ("**Indemnified Party(ies)**") from all claims, damages, liabilities, costs and expenses, including actual, out-of-pocket reasonable attorneys' fees and expenses, relating to:

16.1.1 the death or personal injury of third parties, including invitees or employees of the Indemnified Party, in any way resulting from the negligent or wilful acts or omissions of the Indemnifying Party or any of its employees, consultants, subcontractors, agents and/or representatives;

16.1.2 the damage or destruction of real or tangible personal property of the Indemnified Party or third parties, including invitees or employees of the Indemnified Party, in any way resulting from the negligent or wilful acts or omissions of the Indemnifying Party or its employees, consultants, subcontractors, agents and/or representatives;

16.1.3 the Products and Services provided by the Indemnifying Party to the Indemnified Party under the Individual Agreement infringing upon or misappropriating the proprietary rights of any third party (except as may have been caused by a change by the Indemnified Party or its employees, consultants, subcontractors, agents and/or representatives in the operation or use of such Product or Services without authorization or consent of the Indemnifying Party);

16.1.4 Claims asserted by any employee or former employee of a Party, attributable to any period while the employee was employed by the Party and arising out of the employer Party's employment of the employee, including claims for (a) a violation of Law for persons of a protected class by the employer Party, including unlawful discrimination, (b) any work-related injury or death caused by the employer Party, except if the Claim can be covered by workers compensation coverage, (c) accrued employee benefits not expressly provided for by the other Party, (d) any representations, oral or written, made by the employer Party to the other Party's employees, and (e) any other aspect of the employees' employment relationship with the employer Party or the termination of the employment relationship (including Claims for breach of an employment contract).

17 Excusable Delays (Force Majeure)

17.1 Neither Party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, war (including preparation period), riots, pandemics, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences.

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

- 17.2 The Party claiming such force majeure condition shall notify the other Party as promptly as practicable after such Party becomes aware of the occurrence of such force majeure condition. If there is any such delay, then the periods for the completion of the Parties obligations hereunder shall be automatically extended by the period of such delay.
- 17.3 Notwithstanding the foregoing, either Party may terminate the applicable Individual Agreements in the event that the other Party is unable to fulfill its obligations pursuant to the applicable Individual Agreements because of such excusable delays, which continue in effect for thirty (30) consecutive days.
- 17.4 Notwithstanding the provisions hereof, in every case, the Party claiming excusable delay shall exercise all reasonable efforts to mitigate the extent of such delay or failure.

18 Data Protection

If and insofar as Tilo Tech is required to process personal data on behalf of Customer and/or third parties in connection with the provision of the Services or Products, Tilo Tech and Customer shall enter into a data processing agreement based on the terms set forth in the Data Processing Addendum.

19 Term

If applicable, any Individual Agreement shall commence on the effective date set forth in the Individual Agreement and shall continue in effect for the period indicated in the Individual Agreement.

20 Termination

20.1 Termination by Material Default

20.1.1 If a Party commits a material default of any of its undertakings under the Individual Agreements, the other Party shall notify the Party in default of the default in writing, stating a reasonable time, within which the Party in default shall remedy said default.

20.1.2 Should the occurred default remain unremedied after the expiry of the reasonable period stated in the above mentioned notice, the other Party is entitled to terminate the Individual Agreements by giving written notice of termination to the Party in default, the date of such written notice being the termination date.

20.2 Termination by Specific Defaults

A Party shall have the right at any time by giving notice in writing to the other Party to terminate any Individual Agreements forthwith if:

20.2.1 a bankruptcy or composition procedure is initiated against the other Party, or a receiver is appointed to control the assets of the other Party, or a winding up order is made against the other Party; or

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

20.2.2 the financial position of the other Party deteriorates to such an extent that in the opinion of the Party the capability of the other Party adequately to fulfil its obligations under the Individual Agreements has been placed in jeopardy.

21 Confidentiality

- 21.1 During the term of the Individual Agreements, the Parties acknowledge that Confidential Information may be mutually disclosed.
- 21.2 The Parties agree that Confidential Information shall be used only for the sole purpose of discussions or implementation of the Individual Agreements and shall not disclose such Confidential Information, whether directly or indirectly, to any third party without prior written approval of the other Party.
- 21.3 Such restrictions on the use or disclosure of such Confidential Information shall not apply to such information which:
- 21.3.1 prior to the receiving Party's receipt thereof was publicly available or in the receiving Party's possession from a source other than the disclosing Party, or
 - 21.3.2 after the receiving Party's receipt thereof becomes publicly available other than as a consequence of a breach of the receiving Party's obligations hereunder, or
 - 21.3.3 is independently developed by the receiving Party and such independent development can be proved without doubt, or
 - 21.3.4 is required to be disclosed pursuant to statutory regulations or regulations under administrative law or by reason of an unappeasable judicial decision, and the receiving Party makes this requirement known to the disclosing Party without undue delay and the extent of the disclosure is restricted as far as possible; the receiving Party will ensure confidential handling of the Confidential Information by the court or the authorities to the best of its ability.
- 21.4 Each Party agrees to exercise reasonable care in protecting the Confidential Information to prevent the disclosure of such Confidential Information to outside parties.
- 21.5 Notwithstanding the foregoing, Customer may disclose Tilo Tech's Confidential Information to the extent necessary for Customer to use Products in the manufacture, use or sale of Customer's products, provided Customer uses reasonable efforts by contract or otherwise with third parties to preserve confidentiality of such information.

22 Intellectual Property

Customer agrees that the Products and Services, including but not limited to the content, graphics, scripts and software used to implement the Services, contain proprietary information and material that is owned by Tilo Tech and /or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. Customer agrees that he will not use such

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

proprietary information or materials in any way whatsoever except for use of the Products and Services in compliance with this Agreement and the applicable STC and Individual Agreements.

23 Marketing and Publicity

- 23.1 Customer hereby grants Tilo Tech the right to use, depict and incorporate Customer's name, trademark, service mark, trade name and logo, in Tilo Tech's marketing materials or other oral, electronic, or written promotions, including on Tilo Tech's website - www.tilores.io.
- 23.2 Pursuant to clause 23.1, Tilo Tech shall have the right to name Customer as a client of Tilo Tech and mention a brief scope of services provided.

24 No Corrupt Practices

- 24.1 Tilo Tech agrees that in performance of its obligations hereunder, it will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with any Individual Agreement or the provision of services thereunder.
- 24.2 Tilo Tech represents and warrants that none of Customer's officers, directors, employees or immediate family members thereof (collectively, the "**Customer Personnel**") has received anything of value of any kind from Tilo Tech, or its officers, directors, employees or agents in connection with any Individual Agreement; and that no Customer Personnel has a business relationship of any kind with Tilo Tech's officers, directors, employees or agents.

25 Relationship of the Parties

Tilo Tech and Customer are independent contracting Parties. Nothing in these GTC shall make either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

26 Assignment

- 26.1 Unless otherwise specifically permitted herein, no Party shall assign any of its obligations under the Individual Agreements without the prior written consent of the other Party, however Tilo Tech shall be entitled to assign its rights and obligations as set forth in the Individual Agreement
- 26.2 To the extent that Tilo Tech assigns to third parties any of its obligations set forth in any Individual Agreement, Tilo Tech shall remain fully responsible for such obligations and for all acts or omissions of its assignees or agents.

27 Notices

- 27.1 Any notice, request, waiver, consent or approval shall be in writing in English and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post or facsimile to the Party to which it is required or permitted to be given and made at such Party's

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

address or to such facsimile number set forth in the Individual Agreements or such other address or facsimile number as may be communicated in writing to the other Party.

- 27.2 The Parties shall notify the other of any change of address or facsimile numbers within three (3) business days of such change.

28 Entire Agreement

These GTC together with the applicable STC as well as the relevant Individual Agreement, together with all addenda, schedules, and exhibits constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings between the Parties relating to the subject matter hereof.

29 Written Form

Any modification of these GTC, the STC and any Individual Agreement shall be valid only if in writing and signed by the Parties. A contractual waiver of this clause must also be in writing and signed by the Parties.

30 Governing Law

The validity, construction and enforcement of these GTC (including this clause 30) the STC and any Individual Agreement and the interpretation of the rights and duties of the Parties hereto shall exclusively be governed by, and be construed in accordance with, the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws and without regard to the UN Convention on the Sale of Products (CISG).

31 Dispute Resolution and Jurisdiction

- 31.1 The Parties will use their reasonable best efforts to resolve any dispute hereunder through good faith negotiations. A Party must submit a written notice to the other Party and any such dispute that cannot be resolved within forty-five (45) calendar days of receipt of such notice (or such other period to which the Parties may agree) may be submitted to the courts of Berlin, Germany.
- 31.2 Any and all disputes, claims or litigation arising from or related in any way to these GTC and/or the STC, any Individual Agreement, including its formation, shall be exclusively submitted to and resolved by the courts of Berlin, Germany.

32 Severability

If any provision of this Agreement should be or become wholly or partially void, ineffective or unenforceable, the validity, effectiveness and enforceability of the other provisions of this Agreement shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision as regards

Tilo Tech - General Terms and Conditions for the Sale of Products and Services

(valid as of 21.11.2022)

subject-matter, extent, time, place and scope. The aforesaid shall apply *mutatis mutandis* to any gap in this Agreement.

Tilo Tech – Special Terms and Conditions for use of Software as a Service (“SaaS”)

(valid as of 01.07.2022)

These Tilo Tech Special Terms and Conditions for the use of Tilo Tech Software (the “**STC**”) together with the General Terms and Conditions for Sales and Services (the “**GTC**”) apply to any agreement regarding the use of Tilo Tech Software (the “**Solution**”) based on a subscription-based cloud model (“SaaS”) between Tilo Tech GmbH, a German limited liability company, located at Rudi-Dutschke-Straße 23, c/o betahaus, 10969 Berlin, Germany (“**Tilo Tech**”), and the Customer (“**Customer**”).

By accessing or using the Tilo Tech Software or authorizing or permitting any individual to access or use the Tilo Tech Software, Customer agrees to be bound by the GTC and these STC.

Tilo Tech – Special Terms and Conditions for use of Software as a Service (“SaaS”)

(valid as of 01.07.2022)

Table of Contents

1	Definitions	3
2	Access, Use and Users.....	3
3	Restrictions and Responsibilities	3
4	Passwords; Security	4
5	Support	5
6	Customer obligations	5
7	Fees and taxes	6
8	Ownership.....	6
9	Warranties/Warranty disclaimer.....	7
10	Term and Termination.....	8

Tilo Tech – Special Terms and Conditions for use of Software as a Service (“SaaS”)

(valid as of 01.07.2022)

1 Definitions

The following terms shall have the meanings set forth below:

- 1.1 **“Activation Date”** means the date the Tilo Tech Solution is first made available to Customer in connection with the terms set forth in the Statement of Work.
- 1.2 **“Customer Data”** means any information or data that Customer supplies to Tilo Tech and/or its subsidiary.
- 1.3 **“Effective Date”** means the effective date indicated in the Statement of Work.
- 1.4 **“Services”** means the services provided hereunder by Tilo Tech, including, but not limited to, Support (as defined in Section 5 of these STC) and access to the Solution.
- 1.5 **“Subscription Term”** shall be the period of time designated in the Statement of Work during which Customer shall have access to the Solution. Each Subscription Term shall commence on the applicable Activation Date.
- 1.6 **“User”** means a customer of Customer or any other person affiliated to Customer that is authorized by Customer to access the Solution in accordance with the Access Protocol (as defined in Section 2.2 of these STC).

2 Access, Use and Users

- 2.1 Subject to these STC, including the restrictions set forth in Section 3 of these STC, Tilo Tech grants to Customer a non-exclusive, non-transferable, worldwide, revocable right and license during the Term (as defined in Section 10.1 of these STC) to permit access to and use of the Services by the Users as set forth in the applicable Statement of Work. Such license shall remain unaffected in case of a change of ownership or effective control of Tilo Tech provided such change occurs during the Initial Subscription Term or during the first renewal Term.
- 2.2 Tilo Tech shall provide to Customer the necessary passwords, security protocols, policies, network links or connections (**“Access Protocols”**) to allow Customer and its Users to access the Services.
- 2.3 Customer will permit only Users to access the Services through the Access Protocols and Customer will be responsible for any such use of the Services using Customer’s Access Protocols.
- 2.4 Customer shall notify Tilo Tech as soon as practicable of any unauthorized use of any Access Protocols, password or account or any other known or suspected breach of security.
- 2.5 Customer shall be also responsible for all acts and omissions of Users, and any act or omission by such Users, which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer.

3 Restrictions and Responsibilities

The rights granted in Section 2 of these STC are explicitly conditioned on Customer’s adherence to the following restrictions and compliance with its responsibilities as set forth herein:

Tilo Tech – Special Terms and Conditions for use of Software as a Service (“SaaS”)

(valid as of 01.07.2022)

- 3.1 Customer must comply with all restrictions set forth in these STC and any and all other applicable Tilo Tech guidelines as published from time to time in all uses of the Tilo Tech Solution and the Services.
- 3.2 If Tilo Tech believes, in its sole discretion, that Customer has violated or attempted to violate any term, condition or the spirit of these Terms, the license afforded to Customer pursuant to these Terms may be temporarily or permanently revoked, with notice by email to Customer.
- 3.3 Customer is not permitted to use the Tilo Tech Solution in any manner that does or could potentially undermine the security of the Services or any data or information stored or transmitted using the Services.
- 3.4 Customer will not conceal, remove or alter any proprietary notice or legend regarding Tilo Tech’s proprietary rights in the Services.
- 3.5 Customer shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the Services, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Services, or (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational from the Services.

4 Passwords; Security

- 4.1 **Passwords.** Tilo Tech will either issue to Customer or Customer will create and issue to each User, an identity and associated password for access to and use of the Solution. Customer and its Users are responsible for maintaining the confidentiality of all identities and/or passwords and for ensuring that each identity and/or password is used only by the User to which it was issued. Customer will restrict its Users from sharing passwords. Customer agrees to use commercially reasonable efforts to notify Tilo Tech of any unauthorized use of Customer’s account, any Identity and/or password, or any other breach of security known to Customer, affecting access and use of the Solution.
- 4.2 **Security.** Tilo Tech will deploy reasonable security precautions commensurate with reasonable industry standards intended to protect against unauthorized access to any Customer Data stored on the Solution. Tilo Tech shall implement such security measures to secure the Solution, including without limitation firewalls and, if applicable, encryption of all personally identifiable data, and shall take all other commercially reasonable necessary measures to prevent unauthorized access, use, reproduction or disclosure of all data (including Customer Data). In addition, Tilo Tech shall maintain back-up procedures and facilities covering equipment, operating systems, telecommunications services which will facilitate continued operation of the Solution, including without limitation daily updated back-up copies of all current content and data on the Solution.
- 4.3 **No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the Solution. Customer shall notify Tilo Tech of any breach, or attempted breach, of security known to Customer, affecting the Solution.

Tilo Tech – Special Terms and Conditions for use of Software as a Service (“SaaS”)

(valid as of 01.07.2022)

4.4 **No Guaranty of Security.** Customer acknowledges that, notwithstanding the security precautions deployed by Tilo Tech, the use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Solution and Customer Data. Subject to Tilo Tech performing its security obligations in Section 4.2 herein, Tilo Tech cannot and does not guarantee the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to or accessible via the Internet or otherwise or that any such security precautions will be adequate or sufficient. Tilo Tech will also use commercially reasonable efforts to ensure all data that it provides to Customer is accurate.

5 Support

Tilo Tech will provide to Customer the following support services described in this Section for the Solution (“**Support**”): Tilo Tech will provide email support to Customer. No other Support services will be provided unless specifically provided for in the Statement of Work.

6 Customer obligations

6.1 **Hardware/Software.** Customer is responsible for (i) obtaining, deploying and maintaining all computer hardware, software and communications equipment needed to access and use the Solution as set forth in a Statement of Work, (ii) contracting with third parties that provide services related to Customer being able to access and use the Solution (e.g., ISP, telecommunications, etc.) as set forth in a Statement of Work, and (iii) paying all third-party fees and access charges incurred while accessing and using the Solution as specifically set forth and itemized in a Statement of Work. Tilo Tech will not be required to supply any hardware, software or equipment to Customer by reason of any agreement based on these Terms.

6.2 **Compliance with Laws.** Each Party represents and warrants, during the term of the Individual Agreement, that it is in compliance with and will comply with all applicable laws, rules, governmental regulations and orders, including without limitation privacy and data protection laws and governmental regulations in any applicable jurisdiction in its performance of its obligations under the Individual Agreement.

6.3 **Conduct.** Customer acknowledges and agrees (i) that Customer is responsible for selecting appropriate remediation for, and resolving, any issues found on Customer’s network, hardware, software, or third party services relied on by Customer to access and use the Solution (collectively, “**Customer Items**”); and (ii) that Tilo Tech is not liable for, or responsible to, remediate any issues found regarding Customer Items or Customer Data, except to the extent caused by Tilo Tech’s negligent acts or omissions. Customer agrees: (a) to abide by all applicable local, state, and national laws and regulations applicable to Customer’s use of the Solution; (b) not to send or store Customer Data to or on the Solution which, to the best of its knowledge, violates the rights of any individual or entity established in any jurisdiction, including any intellectual property rights; (c) to use commercially reasonable measures not to upload in any way any information or content that contain viruses, worms, Trojan Horses, corrupted files, or any other similar software or programs, harmful code or data that may damage the operation of the Solution or another’s computer or

Tilo Tech – Special Terms and Conditions for use of Software as a Service (“SaaS”)

(valid as of 01.07.2022)

mobile device; (d) not to use the Solution for illegal or fraudulent purposes; (e) not to intentionally interfere or disrupt networks connected to the Solution; (f) not, to the best of its knowledge, distribute, promote or transmit through the Solution any unlawful, harmful, defamatory, obscene, pornographic or otherwise objectionable material of any kind or nature; (g) not, to the best of its knowledge, transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (h) not to intentionally interfere with another customer’s use and enjoyment of the Solution; (i) not to intentionally use the Solution in any manner that impairs the Solution, including without limitation the servers and networks on which the Solution are provided; (j) not to run Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while Customer is not logged into the Solution, or that otherwise intentionally interfere with the proper working of the Solution (including by placing an unreasonable load on the Solution infrastructure); and (k) not to launch any program that “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Solution (through use of manual or automated means). Customer acknowledges and agrees that Tilo Tech neither endorses the contents of any Customer Messaging or Customer Data, nor assumes any responsibility for any offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. Tilo Tech may remove any content posted or stored using the Solution or transmitted through the Solution that violates this Section 6.3, with or without notice to Customer.

7 Fees and taxes

- 7.1 **Fees.** Customer agrees to pay the fees and charges mutually agreed upon by the Parties and set forth in the Statement of Work (collectively, “**Fees**”). All Fees are due in accordance with the payment schedule set forth in the Statement of Work.
- 7.2 **Taxes.** The Fees are exclusive of all applicable sales, VAT or other taxes or duties and Customer shall pay all such taxes.
- 7.3 **Late Payments.** Any payment not received from Customer by the due date shall accrue interest (except with respect to charges then under reasonable and good faith dispute) of three (3) percent points from the date such payment is due until the date paid.

8 Ownership

- 8.1 **Solution.** As between Tilo Tech and Customer, all right, title and interest in the Tilo Tech Solution and all modifications and enhancements thereof by Tilo Tech, including all copyright rights, patent rights, trademark rights, and other intellectual property rights in each of the foregoing, belong to and are retained solely by Tilo Tech or Tilo Tech’s licensors and providers, as applicable. Except for the express licenses granted in Section 2.1 of these STC, there are no other licenses granted to Customer, neither express nor implied. All rights in the Solution not granted in these Terms are reserved by Tilo Tech.
- 8.2 **Customer Data.** As between Tilo Tech and Customer, all right, title and interest in the Customer Data and any other content, technology or other material provided by Customer, if any, belong to

Tilo Tech – Special Terms and Conditions for use of Software as a Service (“SaaS”)

(valid as of 01.07.2022)

and are retained solely by Customer. Tilo Tech shall have the royalty-free worldwide right to collect, store, retain, analyze and process non-personal Customer Data for its own business purposes. The Parties agree that they will process personal data in the meaning of the EU General Data Protection Regulation (“**GDPR**”) only in compliance with all applicable data protection laws including but not limited to the GDPR at all times. Where required by the GDPR, the Parties will enter into a commissioned data processing agreement (“**Data Processing Addendum**”).

9 Warranties/Warranty disclaimer

- 9.1 Customer acknowledges that Tilo Tech does not warrant that the Services will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software, and no information or advice obtained by Customer from Tilo Tech or through the Service shall create any warranty not expressly stated in these STC.
- 9.2 **Tilo Tech Warranties.** Tilo Tech hereby represents and warrants that: (a) it has all necessary rights, consents, permits, and authority to execute the Individual Agreement and perform its obligations and to grant the rights and/or licenses granted hereunder to Customer; (b) the Services will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (c) it is the owner of or otherwise has the right to use and distribute all materials and methodologies used in connection with performing the Services and providing the Solution, and that to Tilo Tech’s knowledge, any Tilo Tech materials do not and will not infringe upon the personal rights or Intellectual Property Rights of, or give rise to any claim by, any third party; (d) to Tilo Tech’s knowledge, the Tilo Tech materials are and will be free of any software disabling devices, time bombs, viruses, or devices or defects of similar nature; and (e) the Solution and Services shall be fully compatible with any hardware (including any servers) recommended, required, approved or provided by Tilo Tech to be used with the Solution.
- 9.3 **Customer Warranties.** Customer hereby represents and warrants: (a) it has all necessary rights, consents, permits, and authority to execute the Individual Agreement and perform its obligations and to grant the rights and/or licenses granted hereunder to Tilo Tech (including, but not limited to, obtaining all necessary rights, permissions and licenses to provide Customer Data to Tilo Tech for use under the Individual Agreement), and (b) use of the Customer Data by Tilo Tech hereunder does not and will not infringe the personal or Intellectual Property rights, or give rise to a claim by any third party.
- 9.4 **Warranty disclaimer.** Except as otherwise provided herein, Tilo Tech expressly disclaims all, and makes no warranties (whether express, statutory, implied or otherwise arising in law or from a course of dealing or usage of trade), including, without limitation, the warranties of merchantability, fitness for a particular purpose. Except as otherwise provided herein, Tilo Tech does not warrant that the Tilo Tech Solution will meet Customer’s requirements or that the operation of the Tilo Tech Solution will be uninterrupted or error-free.

10 Term and Termination

Tilo Tech – Special Terms and Conditions for use of Software as a Service (“SaaS”)

(valid as of 01.07.2022)

- 10.1 **Term.** The Agreement commences on the Effective Date and shall continue thereafter for the duration of the Subscription Term defined in the Statement of Work. Each Subscription Term shall commence on the Activation Date for the applicable subscription and shall automatically renew itself unless terminated with a one-month period at the end of the relevant Subscription Term, unless otherwise agreed in a Statement of Work.
- 10.2 **Failure to Pay/Customer Conduct.** Without limitation to its right of termination under Section 9.1, Tilo Tech may suspend or terminate Customer’s access to the Solution, at Tilo Tech’s sole option, with fourteen (14) days prior written notice to Customer, if: (i) any undisputed payment is delinquent by more than thirty (30) days after Customer’s receipt of written notice of late payment from Tilo Tech and such suspension shall continue until payment of all undisputed amounts owed are received, or (ii) if Customer breaches Section 6.2 (Compliance with Laws) or Section 6.3 (Conduct) and such suspension will continue until the applicable issue is fully resolved.
- 10.3 **Effect of Termination.** Tilo Tech shall not be liable to Customer or any third party for Tilo Tech’s suspension or termination of Customer’s access to, or right to use, the Solution as such termination or suspension is authorized under these Terms. Except as otherwise noted, upon termination or expiration of the Statement of Work, Customer will be obligated to pay the balance due of any undisputed amounts owed to Tilo Tech accruing until the effective date of termination or expiration of the Individual Agreement. Upon the effective date of expiration or termination of the Statement of Work for any reason, whether by Customer or Tilo Tech, (i) Customer’s right to access and use the Solution shall immediately cease.
- 10.4 **Survival.** The following Sections of these Terms shall survive the termination of the Statement of Work: Section 3 (Restrictions and Responsibilities), Section 7 (Fees and Taxes), Section 8 (Ownership), Section 10.3 (Effect of Termination) and this Section 10.4 (Survival).

Tilores End User License Agreement

This Tilo Tech End User License Agreement (the “**EULA**”) is entered into by and between Tilo Tech GmbH, Rudi-Dutschke-Straße 23, c/o betahaus, 10969 Berlin, Germany (“**Tilores**”) and Licensee, and governs Licensee’s Use of Tilores Software.

By installing, copying, or otherwise using the Tilores Software or authorizing or permitting any individual to access or use the Tilores Software, Licensee agrees to be bound by the terms and conditions set forth in this EULA. If Licensee does not agree to the terms and conditions set forth in this EULA, then Licensee may not download, install or use the Tilores Software.

If Customer (as defined in section 1.3 of the Reseller Agreement) is not the end user of the Tilores Software, Customer shall certify that it has the power to bind the end user of the Tilores Software to the terms of the EULA. Further, if Customer is not the end user of the Tilores Software, Customer shall still be bound by these terms to the extent applicable to Customer.

1. Definitions

- 1.1 “**Approved Source**” means (i) Tilores or (ii) the Tilores authorized reseller, distributor or systems integrator from whom Licensee acquired the Software.
- 1.2 “**Customer**” means the individual or entity, as defined in section 1.3 of the Reseller Agreement.
- 1.3 “**Documentation**” is the Tilores user or technical manuals, training materials, specifications or other documentation applicable to the Software and made available to Licensee by an Approved Source.
- 1.4 “**Entitlement**” means the license detail; including license metric, duration, and quantity provided in a product ID (PID) published on Tilores’s price list, claim certificate or right to use notification.
- 1.5 “**Licensee**” means the end user of the Software.
- 1.6 “**Parties**” refers to Tilores and Licensee, together.
- 1.7 “**Software**” means the Tilores software and any Upgrades made available to Licensee by an Approved Source and licensed to Licensee by Tilores.
- 1.8 “**Upgrades**” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software and backup copies thereof.
- 1.9 “**Use**” or “**Using**” means to download, install, activate, access or otherwise use the Software.

2. Acceptance of Terms

- 2.1 By Using the Software, Licensee agree to be bound by the terms of the EULA.

- 2.2 If Licensee enters into this EULA on behalf of an entity, Licensee represents that it has authority to bind that entity.
- 2.3 If Licensee does not have such authority or Licensee does not agree to the terms of the EULA, neither Licensee nor the entity may Use the Software and it may be returned to the Approved Source for a refund within thirty (30) days of the date Licensee acquired the Software or Tilores product.

3. License

- 3.1 Subject to payment of the applicable fees and compliance with this EULA, Tilores grants Licensee a limited, non-exclusive and non-transferable license to Use object code versions of the Software and the Documentation solely for Licensee's internal operations and in accordance with the Entitlement and the Documentation.
- 3.2 Tilores grants Licensee the right to Use only the Software listed in the relevant Statement of Work.
- 3.3 If the Software is licensed for a specified term, the license is valid solely for the applicable term defined in the relevant Statement of Work.
- 3.4 Licensee's right to Use the Software begins on the date the Software is made available for download or installation and continues until the end of the specified term, unless otherwise terminated in accordance with this EULA.

4. Evaluation License

- 4.1 If Licensee receives the Software or Tilores product(s) for evaluation purposes or other limited, temporary use as authorized by Tilores ("**Evaluation Product**"), Licensee's Use of the Evaluation Product is only permitted for the period limited by the license key within the Tilores Proof of Concept Agreement ("**PoC Agreement**") or otherwise stated by Tilores in writing.
- 4.2 If no evaluation period is identified in the PoC Agreement or otherwise in writing, then the evaluation license is valid for thirty (30) days from the date the Software or Tilores product is made available to Licensee.
- 4.3 Licensee will be invoiced for the list price of the Evaluation Product if Licensee fails to return or stop Using it by the end of the evaluation period.
- 4.4 The Evaluation Product is licensed "AS IS" without support or warranty of any kind, expressed or implied.
- 4.5 Tilores does not assume any liability arising from any use of the Evaluation Product.
- 4.6 Licensee may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from Tilores. Licensee authorizes Tilores to use any feedback or ideas Licensee provides Tilores in connection with Licensee's Use of the Evaluation Product.

5. Ownership

- 5.1 Tilores or its licensors retain ownership of all intellectual property rights in and to the Software, including copies, improvements, enhancements, derivative works and modifications thereof.
- 5.2 Licensee's rights to Use the Software are limited to those expressly granted by this EULA.
- 5.3 No other rights with respect to the Software or any related intellectual property rights are granted or implied.

6. Limitations and Restrictions

Licensee will not and will not allow a third party to:

- 6.1 transfer, sublicense, or assign Licensee's rights under this EULA to any other person or entity, unless expressly authorized by Tilores in writing;
- 6.2 modify, adapt or create derivative works of the Software or Documentation;
- 6.3 reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
- 6.4 make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Tilores in writing;
- 6.5 Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Tilores in writing; or
- 6.6 remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software.

7. Collection of Technical Data

- 7.1 The Licensee agrees that Tilores and its affiliates may collect, process and use technical information provided by the Licensee as part of the services or otherwise for business purposes and to improve the Software.
- 7.2 However, this only applies insofar as the information does not personally identify the Licensee or a specific person and does not allow any conclusions to be drawn about the named persons. The Licensee agrees that Tilores may store and process the technical data and information provided to it for the purpose of providing software and services.

8. Third Party Use of Software

Licensee may permit a third party to Use the Software licensed to Licensee under this EULA if such Use is solely (i) on Licensee's behalf, (ii) for Licensee's internal operations, and (iii) in compliance with this EULA. Licensee agrees that Licensee is liable for any breach of this EULA by that third party.

9. Upgrades and Additional Copies of Software

Notwithstanding any other provision of this EULA, Licensee is not permitted to Use Upgrades unless Licensee, at the time of acquiring such Upgrade:

- 9.1 already holds a valid license to the original version of the Software, is in compliance with such license, and has paid the applicable fee for the Upgrade; and
- 9.2 limit Licensee's Use of Upgrades or copies to Use on devices Licensee owns or leases; and
- 9.3 unless otherwise provided in the Documentation, make and Use additional copies solely for backup purposes, where backup is limited to archiving for restoration purposes.

10. Audit

- 10.1 During the license term for the Software and for a period of three (3) years after its expiration or termination, Licensee shall take reasonable steps to maintain complete and accurate records of Licensee's use of the Software sufficient to verify compliance with this EULA.
- 10.2 No more than once per twelve (12) month period, Licensee shall allow Tilores and its auditors the right to examine such records and any applicable books, systems (including Tilores product(s) or other equipment), and accounts, upon reasonable advanced notice, during Licensee's normal business hours.
- 10.3 If the audit discloses underpayment of license fees, Licensee shall pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

11. Term and Termination

- 11.1 This EULA shall remain effective until terminated or until the expiration of the applicable license or subscription term.
- 11.2 Licensee may terminate the EULA by ceasing use of or destroying all copies of Software.
- 11.3 This EULA will immediately terminate if Licensee breaches its terms, or if Licensee fails to pay any portion of the applicable license fees and Licensee fails to cure that payment breach within thirty (30) days of notice.
- 11.4 Upon termination of this EULA, Licensee shall destroy all copies of Software in Licensee's possession or control.

12. Export

- 12.1 Tilores Software, products, technology and services are subject to local and extraterritorial export control laws and regulations.

12.2 Licensee and Tilores shall each will comply with such laws and regulations governing use, export, re-export, and transfer of Software, products and technology and will obtain all required local and extraterritorial authorizations, permits or licenses.

13. General

13.1 Any modification of this EULA shall be valid only if in writing and signed by the Parties. A contractual waiver of this clause must also be in writing and signed by the Parties.

13.2 The validity, construction and enforcement of this EULA (including this clause 13.2) and the interpretation of the rights and duties of the Parties hereto shall exclusively be governed by, and be construed in accordance with, the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws and without regard to the UN Convention on the Sale of Products (CISG).

13.3 If any provision of this EULA should be or become wholly or partially void, ineffective or unenforceable, the validity, effectiveness and enforceability of the other provisions of this EULA shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision as regards subject-matter, extent, time, place and scope. The aforesaid shall apply *mutatis mutandis* to any gap in this EULA.