

End User License and Software as a Service Agreement (hereinafter "EULA")

Status: April 2025

The current version of the End User License Agreement is available at www.EgoMind.eu.

INFORMATION FOR USERS: Read the following binding agreement ("Agreement") carefully. This Agreement licenses EgoMind GmbH ("EgoMind") software ("Software") between you and EgoMind and stipulates the conditions under which EgoMind provides SaaS services.

If you ("you" in this case refers either to a natural person or a legal person) have purchased the Software on a data carrier or electronically and it is made available to you via download, you agree to being bound by this agreement by using the Software. If you do not agree to all of the terms under this Agreement, you may not install and/or use the Software.

The Software licensed under this Agreement includes the EgoMind Product and its components and any updates and upgrades delivered in machine code.

EgoMind reserves the right, to amend this EULA, at its sole discretion, at any time by posting such amendments and the amended EULA on EgoMind's website: <https://www.egomind.eu>. The amended terms will apply to all new licenses for the Software in use at the time of publication.

§1 License types

(1) **Subscription License.** If the Software license is a Subscription License, which is equivalent to a rental license, the Software is licensed for the term of the rental. The Subscription License also includes Upgrades for said term. The Subscription License is renewed for the same term at the end of the term unless the agreement is terminated by either party with 30 days' notice to the end of the term.

(2) **Purchase License.** If the Software is a Purchase License Software, you are permitted to use the Software permanently. The Purchase License does not include any support services or upgrade packages, which you may obtain separately for a limited time and which will be charged separately.

§2 Rights of use

(1) Subject to the terms and conditions of this Agreement, EgoMind grants you a limited, non-exclusive, non-transferable and non-sublicensable right to download, install and use the application for your use as agreed by the Parties, solely as set forth in this Agreement.

(2) You are allowed to copy the delivered program if such copying is necessary for the use of the program. A necessary duplication is also the installation of the program from the original data carrier onto the hard disk of the hardware used and the loading of the program into the memory.

(3) Moreover, duplication for backup purposes is permitted.

(4) Other copies, including printouts of the program's source code or photocopies of the manual, are not permitted.

§3 Restrictions

End User is not authorized (and shall not permit any third party to): (a) decompile, retranslate or reverse engineer the Software, or attempt to recreate or to disclose the source code, the underlying concepts, algorithms, file formats or programming interfaces of the Software in any form or manner; (b) distribute, sell, sublicense, rent, lease or use the Software (or any part thereof) for multi-user systems, hosting, provider or other purposes; (c) remove any product identifications, proprietary, copyright or other markings in the Software; (d) to modify parts of the Software or create derivative works therefrom; or (e) publicize performance-based information or analysis (including benchmarking) of any source that refers to the Software.

The preceding section does not apply to open source components used in the Software.

§4 Sale and lease to third parties. Transfer of rights

(1) Under no circumstances are you authorized to sell, lend, rent, lease, license, sublicense, publish, illustrate, distribute or otherwise transfer the Software, any copy of it or any right in the Software, in whole or in part, to any third party without the prior written consent of EgoMind, however, you may permanently assign your rights under this Agreement to another person or entity, provided that such an absolute right is expressly granted to you by the applicable law of your jurisdiction and provided that you simultaneously assign this Agreement, the Software, and any printed materials.

(2) You are not authorized to transfer or assign any of your rights or obligations under this Agreement unless expressly otherwise provided in this Agreement.

§5 Property rights

(1) Notwithstanding any other provision of this Agreement to the contrary, EgoMind and its licensors have and retain all rights, property rights or titles or interest in and to the Software and its copies, modifications and derivative works (including patents, copyrights, trademarks, trade secrets and other intellectual property rights). End User acknowledges that it is granted only a limited license right in the Software and that no ownership rights pass to you under this Agreement or otherwise, despite the use of terms such as "purchase" or "sale." End User acknowledges that EgoMind's licensors have a material interest in this Software and that, unless this EULA is entered into directly with them, they are the beneficiaries of this EULA.

(2) Upon request, the End User confirms in writing that it uses the Software for the number of servers agreed by the Parties, with the agreed number of copies and with the agreed system configuration and at the agreed location (as applicable). End User agrees to its use of the Software being audited by EgoMind or its licensors (or/and by an independent auditor on behalf of the Parties) during regular office hours upon and following a written notification which is subject to a reasonable lead time, however not more than once a year, to prove End User's compliance with this EULA.

§6 Third party rights

(1) Subject to the remaining part of this Section 6, EgoMind will defend you against third-party claims which claim that the Software infringes any patent, trademark or copyright of any third parties or third-party trade secrets in an inadmissible manner

(however only to the extent that such inadmissible use is not attributable to your actions) ("Proprietary Rights Infringement") and shall indemnify you against all costs and compensation which the competent court awarded to the individual third party by against you or which were agreed by settlement. The foregoing obligations apply only if you: (i) promptly notify EgoMind in writing of any such claim of infringement of Intellectual Property Rights, (ii) transfer the exclusive control of the defense against this claim and all settlement negotiations to EgoMind, and (iii) upon request, cooperate to support EgoMind appropriately. You shall not settle or compromise any Intellectual Property Rights Infringement Claim without the prior written consent of EgoMind.

(2) Should the Software allegedly infringing property rights become the subject matter of a claim for Infringement of Intellectual Property Rights, or in EgoMind's opinion be likely to become, the subject matter of such a claim, EgoMind, at its own choosing and at its own expense, will pursue one of the following: (a) procure the required rights to ensure you further use of the Software concerned; or (b) replace or modify the Software concerned so that the Infringement of Intellectual Property Rights no longer applies. Nothing in this section (2) restricts EgoMind's obligation to defend and indemnify you under section (1) and to indemnify you to the extent you replace the allegedly infringing Software and/or as soon as EgoMind provides you with alternative software.

(3) Notwithstanding the foregoing, EgoMind shall have no obligation under this Section 6 or otherwise with respect to any claim based on: (a) a combination of the Software with non-EgoMind products (other than non- EgoMind products listed in the Order and used in unmodified form), (b) use for a purpose or in a manner for which the Software was not designed, (c) use of an older version of the Software if use of a newer EgoMind version could have avoided the infringement, (d) any modification to the Software made without the express written consent of EgoMind, (e) any claim regarding open source software or freeware technology or any derivatives or other adaptations not embedded by EgoMind in the Software listed on EgoMind's commercial price list, or (f) any software provided on a free, beta or trial basis.

§7 Services of the Provider; software and storage space

(1) EgoMind grants you the use of the latest version of the software for the agreed number of authorized users via data carrier or electronically.

(2) EgoMind shall guarantee the functionality and availability of the software for the duration of the contractual relationship and shall maintain it in a condition suitable for use in accordance with the contract.

(3) You may increase or reduce the number of authorized users of the software as required in accordance with the conditions specified in the offer/contract.

(4) EgoMind may, without being obliged to do so, update or further develop the software at any time and, in particular, adapt it due to changes in the legal situation, technical developments or to improve IT security. In doing so, EgoMind shall take appropriate account of your legitimate interests and inform you in good time of any necessary updates. In the event of a significant impairment of your legitimate interests, you shall have a special right of termination.

(5) EgoMind is not responsible for adapting the software to your individual needs or IT environment.

(6) In the event that you use the software as a cloud solution provided by EgoMind, (a) EgoMind shall regularly maintain the software and inform you of any associated restrictions in good time. Maintenance shall be carried out regularly outside your normal business hours, unless maintenance must be carried out at a different time for

compelling reasons; (b) EgoMind shall provide you with storage space on its servers up to a volume of 1 GB for the storage of data and for the purpose of using the software. EgoMind shall ensure that the data can be retrieved in the context of using the software. You may expand or reduce the storage space volume as required. EgoMind will make an offer on request; (c) EgoMind shall take state-of-the-art measures to protect the data. However, EgoMind shall have no duty of custody or care with regard to the data. You shall be responsible for adequate backup of the data. You shall remain the owner of the data stored on EgoMind's servers and may demand their return at any time.

§8 Upgrade and Support

(1) If you have ordered the Upgrade Package or Subscription and is current in paying all amounts due thereunder, your End Users are eligible to get support consistent with the level of service purchased. Support will be provided remotely on working days between 9:00 and 17:00 CET. Support shall consist of: (i) supplying electronic or telephone support, as determined by EgoMind in its sole discretion, to End User in order to help to locate and correct problems with the Software and (ii) supplying all extensions, enhancements and other changes that EgoMind, at its sole discretion, makes or adds to the Software and which EgoMind makes generally available, without additional charge, to other licensees of the Software that are enrolled in support. Upon mutual written agreement by both parties, it may, but shall not be required to: (i) supply code corrections to End User to correct Software malfunctions in order to bring such Software into substantial conformity with the published operating specifications for the most current version of the Software unless End User's unauthorized modifications prohibit or hamper such corrections or cause the malfunction; or (ii) supply code corrections to correct insubstantial problems at the next general release of the Software.

(2) Technical support is provided under Upgrade and Support regulations in effect at the time the support is provided. Upgrade and Support regulations are subject to change; however, the level of support provided for supported programs will not be materially reduced during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable support

(3) Technical support under Upgrade and Support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through an online store, the effective date is the date your order was accepted.

(4) Upgrade and Support Package and Subscription may be purchased/renewed for the next period until it is no longer offered. Proof of legal ownership and/or registration is required to obtain support.

§9 Service levels for Cloud Solutions provided by EgoMind

(1) EgoMind guarantees an overall availability of services of at least 99.5% per year at the transfer point. The transfer point is the router output of EgoMind's data center.

(2) Availability is defined as your ability to use all main functions of the software. Maintenance times as well as times of malfunction in compliance with the rectification time are considered times of availability of the software. Times of insignificant malfunctions shall not be taken into account when calculating availability. EgoMind's measuring instruments in the data center are decisive for the proof of availability.

(3) You must report faults immediately to the contact details listed in the contract. Fault reporting and rectification is guaranteed Monday to Friday (excluding national holidays) between 9:00 and 17:00 CET (service hours).

§10 Terms of remuneration and payment

- (1) You shall pay the fee agreed in the order form to EgoMind.
- (2) The fee to be paid shall be adjusted in the event of changes in the number of users or the storage space volume in accordance with the order form.
- (3) Invoices shall be issued as agreed in the order form. All invoices are due for payment within 14 working days.

§11 Warranty

- (1) EgoMind hereby disclaims all representations and warranties of merchantability, technicality, and fitness of the Application for a particular purpose, unless such technicality or purpose is expressly stated in this Agreement or the Application documentation.
- (2) EgoMind warrants that the Software acquired as a Subscription License will be provided by EgoMind during the Subscription Term substantially in accordance with this Agreement in a workmanlike manner and with due care. If the functions do not comply with this warranty, EgoMind shall remedy defects within a reasonable period of time.
- (3) Defects in the Software acquired as a Purchase License, including the operating instructions and other documents, shall be remedied within the warranty period of 12 months (24 months in the case of consumers) from the date of delivery if notified by the End User. EgoMind may repair the defect free of charge or replace the defective item.
- (4) If the defect cannot be repaired within a reasonable period of time or if the repair or replacement delivery fails for any other reason, the End User may either demand a reduction in the purchase price or withdraw from the contract. The repair or replacement delivery shall only be deemed to have failed if EgoMind had a reasonable opportunity to repair or replace or if they were refused by Seller or if they were unreasonably delayed.
- (5) EgoMind assumes no liability for the error-free operation of the Software if the conditions in the system documents are not followed or if you violate the terms of this Agreement.
- (6) The foregoing warranty provisions shall not apply if you (a) make or cause to be made any modifications to the Software without the consent of EgoMind, (b) use the Software in a manner for which it was not intended, or (c) use the Software other than as permitted in this Agreement.

§12 Limitation of liability

- (1) EgoMind shall not be liable for (i) damages that were not reasonably foreseeable at the time this Agreement was entered into, (ii) damages, delays, or impediments to performance beyond EgoMind's control, or (iii) damages resulting from inappropriate or improper use of the Software or use not in accordance with the Agreement.
- (2) Irrespective of the legal ground, EgoMind shall only be liable for damages caused intentionally or by gross negligence, for damages resulting from injury to life, body or health caused by negligence of EgoMind, or in case of non-fulfilment of a guarantee, or if EgoMind has fraudulently concealed a defect.
- (3) EgoMind shall be liable in the event of culpable breach of a material contractual obligation or cardinal obligation. A "cardinal obligation" within the meaning of this section is an obligation of EgoMind, compliance with which is mandatory for the proper

fulfilment of this Agreement, the breach of which endangers the achievement of the object of the Agreement and on the fulfilment of which you may regularly rely. In the event of a breach of a material contractual obligation or cardinal obligation due to simple negligence, EgoMind ' liability shall be limited to the typically foreseeable damage, but not more than €50,000 or the amount corresponding to the license fees paid (in the case of subscription licenses for the last 12 months) for the Software that directly caused the damage.

(4) Any further liability of EgoMind is excluded. Liability according to the Product Liability Act remains unaffected.

§13 Confidentiality

You agree that the Software and information relating to the Software including keys, technologies, know-how, ideas, algorithms, test procedures, structures, interfaces, specifications, documentation, program errors, problem messages, analyses and performance information and other technical, economic and product data, the documents including the particular design and structure of special programs are confidential proprietary information of EgoMind. You shall not disclose, make available or otherwise provide access to the confidential information in any form to any third party without the prior written consent of EgoMind. You will implement reasonable security measures to protect the Confidential Information.

§14 Export and sanctions

(1) National export laws and regulations apply to the Software. You agree that such export control laws govern the use of the Software (including technical data) and other items to be delivered under this Agreement, and you agree to comply with such export laws and regulations. End Users agree that no data, information, Software and/or materials (or direct products thereof) will be exported, directly or indirectly, in violation of such laws or used for any purpose prohibited by such laws, including proliferation of nuclear, chemical or biological weapons or development of delivery technology.

(2) You shall not sell, export or re-export, directly or indirectly the Software, to a country to which economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany exist or for use in a corresponding country. You shall undertake your best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by possible resellers. You shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose this paragraph. Any violation of this paragraph shall constitute a material breach of an essential element of this Agreement, and EgoMind shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement. You shall immediately inform EgoMind about any problems in applying this paragraph, including any relevant activities by third parties that could frustrate the purpose of this paragraph. You may check www.sanctionsmap.eu for further information about sanctions.

(3) The End User is solely responsible for compliance with relevant export and import laws and regulations as well as relevant trade sanctions and embargoes regarding the transfer of rights and the use of this Software.

§15 Term and Termination

Your rights under this Agreement will terminate immediately without notice from

EgoMind in the event of a material breach of this Agreement or in the event of an action brought by you to limit the rights of EgoMind and/or its licensors in the Software. Licensor or EgoMind may terminate this Agreement if the Software becomes, or in Licensor's or EgoMind's reasonable opinion is likely to become, the subject of an action for infringement of intellectual property rights or misappropriation of trade secrets. Upon termination, you will cease to use the Software and erase it. The provisions of the sections pertaining to Restrictions, Proprietary Rights, Confidentiality, Warranty and Limitations of Liability of this Agreement shall remain in effect upon termination of this EULA.

§16 General provision

(1) EgoMind reserves the right to suspend your access or use of the Application to prevent unauthorized access or use, misuse, or inappropriate use of the Application, or if you are in default of any payment for paid features.

(2) If any provision (or provisions) in this Agreement is held invalid or unenforceable, the parties intend that such invalidity or unenforceability shall not affect the validity of the remaining provisions of this Agreement and that this Agreement shall be construed as if the invalid or unenforceable provision had never been contained in the Agreement.

(3) This Agreement and any claims arising out of or in connection with this Agreement and the subject matters hereof shall be governed by and construed in accordance with German law. In the event of a conflict between foreign law, its rules and regulations and German law, German law, its rules and regulations shall prevail over foreign law. UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

(4) If you are a merchant, a legal entity under public law or a special fund under public law or if you do not have a general place of jurisdiction in Germany, Karlsruhe shall be the exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement.