

## STANDARD TERMS AND CONDITIONS

This Agreement (referred to as the "Agreement") is entered into between the Company (referred to as the "Company") and the Client. It outlines the terms and conditions governing the use of the application ("Application") provided by the Company to the Client.

### 1. Definitions

In this Agreement, the following terms shall have the meanings ascribed to them:

- "Agreement" means this Agreement.
- "Company" means the Company, regardless of its specific entity, as specified in the Order Agreement:  
  
Company USA: Eleqtus, LLC, registered offices at 1950 Greyhound Pass STE 18 PMB 134, Carmel, Indiana, 46033, USA.  
  
Company Germany: Eleqtus GmbH, registered offices at Im Hoffeld 20, 63654 Büdingen, Germany.  
  
Company Spain: Eleqtus Solutions, S.L.U., registered offices at C/ Muntaner, 239 àtico, 08021 Barcelona, Spain.
- "Client" refers to the legal entity specified in the Order Agreement, including registered companies, legally constituted public bodies, or financial institutions.
- "Order Agreement" designates the document referencing this Agreement, to which it is pursuant, and specifying the Software, Professional Services, and/or related Support or other services acquired by the Client.
- "Professional Services" encompass services, including but not limited to consultancy, implementation, and training, as governed by a Professional Services Agreement pursuant to this Agreement.
- "Application" denotes the software products, modules, and/or devices licensed under this Agreement or provided as part of a services engagement pursuant to this Agreement. This includes any related application programming interfaces, associated media, printed materials, online or electronic documentation, and any updates and maintenance releases.
- "Support" signifies the provision of remote consultation and advice by qualified technical personnel, along with any applicable Application error corrections and releases, as governed by a Support Services Agreement pursuant to this Agreement.

### 2. General

2.1 This Order Agreement applies to the Client's purchase of Application licenses/subscriptions and related Support, and/or Professional Services or other services from the Company. Both parties acknowledge that they have not relied on any other representations, terms, or conditions when entering this Agreement. This Order Agreement constitutes the entire agreement between the parties on this subject, superseding all previous negotiations, understandings, and agreements. The parties agree that they may electronically sign any Order Agreement, this Agreement, or other documents forming part of the Order Agreement when the Company provides the facility to do so. Such electronic signatures are considered equivalent to handwritten signatures for purposes of validity, enforceability, and admissibility. Amendments or modifications to any Order Agreement, this Agreement, or the Order Agreement must be made in writing and signed by authorized representatives of both parties.

### 3. Grant of License

3.1 The Company grants the Client a non-exclusive, non-sub-licensable, non-transferable, revocable, limited license for the Application, which is provided by the Company and is licensed, not sold, subject to the following terms:

3.2 The Client agrees to:

3.2.1 Install or access and use the Application (or permit use by Permitted Users) following License Restrictions.

3.2.2 Use the Application for internal business operations only, subject to License Restrictions.

3.2.3 Create one backup copy of the Application for archive purposes.

3.2.4 Make unlimited copies of electronic documentation (for internal use only), included with the Application.

3.3 The Client may transfer the Application between computers owned and controlled by them, for the sole purpose of internal distribution, provided that the number of copies in existence at any one time does not exceed the number of copies for which they have paid a License Fee.

3.4 The Client shall not:

3.4.1 Distribute, transfer, assign, rent, lease, sublicense, or sell copies of the Application without the Company's written consent.

3.4.2 Use the Application for service bureau services or for others' benefit.

3.4.3 Reverse engineer, decompile, or disassemble the Application, except where permitted by law.

3.4.4 Modify, adapt, or create derivative works based on the Application.

3.4.5 Use backup copies of the Application for any purpose other than replacing the original.

3.4.6 Alter or remove copyright or proprietary notices on the Application.

3.4.7 Use the Application to disrupt or interfere with other users' access or attempt to transmit harmful components.

#### **4. Other Restrictions**

4.1 The Client must maintain all copyright notices on Application copies.

4.2 The Application allows shared use among computers. The Client can use this with Company applications for multi-party conferences. For non-Company applications, consult the relevant license agreement. "For Evaluation" Applications can be freely copied and distributed for evaluation and demonstration. "Not For Resale" or "NFR" Applications can be used for evaluation and demonstration. Upgrades must follow the Company's instructions.

4.3 Unapproved copying is forbidden, and the Client indemnifies the Company against claims arising from such use.

4.4 The Application contains technology that enables applications to be shared between two or more computers, even if an application is installed on only one of the computers. The Client may use this technology with all Company applications for multi-party conferences. For non-Company applications, the Client should consult the accompanying license agreement or contact the licensor to determine whether sharing is permitted by the licensor. If the Application is identified as "For Evaluation," the Client may freely copy and distribute internally the software portion of the Application for the sole purpose of evaluation and demonstration. If the Application is identified as "Not For Resale" or "NFR," the Client may install or access and/or use one copy of the Application solely for evaluation and demonstration purposes. If the Application is intended to upgrade an existing product, the Client must be properly licensed to use the product identified by

the Company as being eligible for the upgrade and the Client must be properly licensed to apply the upgrade to use the Application. Following the upgrade, the Client may use the resulting Application only in accordance with these Terms.

4.5 If the Client (or any of its Permitted Users) uses or distributes the Application in breach of these Terms, the Client agrees to indemnify, hold harmless, and defend the Company and its suppliers from and against any claim or lawsuits, including, but not limited to, lawyers' fees, that may arise or result from such unapproved use or distribution.

## 5. Prices and Invoicing

5.1 The Client agrees to pay the Company a fixed annual fee for the use of the Application for an initial period of 36 months, with payments due at the beginning of each 12-month period. All prices are quoted exclusive of any applicable taxes or duties. Charges for taxes, duties, or levies required by law to be collected by the Company will be added to the invoice. The Client is responsible for any withholding tax until the Company can reclaim such tax.

5.2 If the Company arranges or handles the carriage, freight, insurance, or other transport costs beyond its premises, those costs will be borne by the Client.

5.3 Unless otherwise specified in the Order Agreement, prices are quoted in Euros for Eurozone contracts and US Dollars elsewhere. After the initial 36-month period, pricing may be adjusted based on the current available pricing standards at that time, without warning to the customer, as specified in the Order Agreement.

### 5.4 Invoicing and Payment

5.4.1 Professional Services or other services will be charged at the rates specified in an Order Agreement. Invoices will be issued upon delivery or as staged within an Order Agreement, unless explicitly designated as an annual fee. In the latter case, such Professional Services will be invoiced in advance, starting from the date the Company signed the relevant Order Agreement and annually thereafter, unless terminated with ninety (90) days written notice before any anniversary of service commencement. When deliveries are spread over time, each consignment will be invoiced upon dispatch and treated as a separate account, payable accordingly.

5.4.2 Payment for all invoices is due within 30 days from the invoice date. Delays in payment exceeding 30 days without a reasonable written dispute regarding invoiced amounts will incur interest charges from the initial due date until full payment is received, at the highest rate allowed by local, state, or federal law. In the Eurozone, this rate will be determined by the EU Late Payment Directive 2011/7/EU. Additionally, the Client may be subject to a monthly late fee of EUR 200 or USD 250 as compensation for recovery costs, as specified in the same directive.

5.4.3 The Client shall be responsible for all costs and expenses, including reasonable attorney's fees, incurred by the Company in collecting any sums owed by the Client under this Agreement.

## 6. Term and Termination

6.1 The license granted by the Company to the Client under this Agreement will commence when the Client accepts these terms by installing or using the Application (whichever is earlier). The license shall continue, unless terminated in accordance with clause 6.2, for the initial subscription period specified in the Order Agreement and thereafter shall automatically renew for subsequent periods of twelve (12) months (subject to payment of the applicable License Fee) unless the Client provides the Company with not less than sixty (60) days' written notice of its intention to terminate its subscription for the Application prior to the end of the initial or any subsequent renewal period (the "License Period").

6.2 The Company may terminate the license granted to the Client under this Agreement immediately if the Client:

6.2.1 (or its Permitted Users) materially fails to comply with this Agreement.

6.2.2 Fails to pay the agreed License Fee by the specified due date for payment.

6.2.3 Comes under the control of a direct competitor of the Company; or

6.2.4 (or its Permitted Users) infringes the Company's intellectual property rights.

6.3 Following termination of the license granted under this Agreement, the Client (and its Permitted Users) must cease all use of the Application.

6.4 Notwithstanding any termination of this Agreement, the Client shall remain responsible for payment of any outstanding fees or charges accrued prior to the effective date of termination. In addition, the Client acknowledges and agrees that any ongoing agreements or commitments with the Company shall remain in force and payable, even in the event of termination for cause as outlined in clause 6.2.

## **7. Maintenance and Support Services**

7.1 The Company may provide Maintenance and Support Services for the Application under a separate Support Services Agreement. The terms and conditions of such Support Services Agreement will govern the provision of Maintenance and Support Services.

7.2 Where the Order Agreement indicates that the Client has expressly requested the supply of support services directly by the Company in connection with the Application, the Company shall, subject to payment by the Client of the relevant fees for the support services as specified in the Order Agreement, provide the standard support services to the Client as more particularly detailed in, and subject to the terms set out in, the Support Services Agreement.

## **8. Intellectual Property Rights/Copyrights**

8.1 The Company holds full copyright, title, and all other rights to the Application, apart from any part produced by a third-party supplier, to which the third-party supplier holds full rights.

8.2 The Application is protected by copyright laws and international treaty provisions. Any infringement or disregard of the Company's and/or any such third-party supplier's rights, including careless use of the Application which might render copying of the Application possible for third parties, shall be deemed to be a breach of this License Agreement. The Client shall have no right to break or change any access codes to the Application. Nor shall the Client have any right to alter or delete any references concerning rights, trademarks, etc., stated in the Application or on the medium upon which the Application may have been delivered.

## **9. No Warranty**

9.1 The Application is provided "AS IS," without warranty of any kind. The Company makes no warranty as to its use or performance. Regarding any use of the Application, the Company does not and cannot warrant the performance or results the Client may obtain by using the Application or documentation.

9.2 The Company and/or its suppliers make no warranties, express or implied, as to non-infringement of third-party rights, merchantability, or fitness for any particular purpose.

9.3 In no event will the Company or its suppliers be liable to the Client for any consequential, incidental, or special damages, including any lost profits or lost savings, even if a Company representative has been advised of the possibility of such damage, or for any claim by any third party.

9.4 The Company has no obligation to provide maintenance or support for the Application.

## **10. Limitation of Liability**

10.1 In all and any event, no matter the circumstances, the Company shall not be liable for any loss of anticipated profit, loss of data, damage to records or data, or any indirect, special, incidental, or consequential damage arising out of the use of the Application or any inadequate or faulty program performance or services connected thereto, even if the Company was advised of the possibility of such losses and regardless of whether the cause of action is in contract or otherwise.

10.2 The total liability of the Company for loss or damage shall not exceed the amount of the License Fee paid by the Client for the Application.

10.3 The Company shall have no liability for any defects that are not related to the Application, but which are, contrary hereto, related to external factors, including other programs.

10.4 Furthermore, the Company shall have no liability for the integration of or interaction between the Application and the Client's own hardware and software environment and organization.

10.5 In the event that the Client modifies or arranges to have the Application modified, the Client shall assume full liability for such modifications and any consequences hereof in relation to the Application.

## 11. Data Protection

11.1 The Company may collect certain information from the computer on which the Application is installed, including (but not limited to) information regarding the installation of the Application. No information pertaining to any person will be collected.

11.2 The collected information is necessary to optimize the functionality of the Company's products and to ensure compliance with this License Agreement.

11.3 The Company does not disclose any collected information unless required or ordered to do so in accordance with any applicable law.

## 12. Governing Law and Jurisdiction

12.1 This Agreement shall be governed by:

- Company USA: The laws of the State of Indiana, United States of America. Disputes shall be resolved by the United States District Court for the Southern District of Indiana.
- Company Germany or Company Spain: The laws of Germany. Disputes shall be settled under the Rules of Arbitration of the International Chamber of Commerce in Frankfurt, Germany. The language of arbitration shall be English.

## 13. Acceptance

13.1 By installing this Application, the Client accepts all terms and conditions of this Agreement.

13.2 The Client acknowledges and agrees that the Company may use the Client's name and corporate logo in sales, marketing, advertising, and promotional materials for the purpose of identifying the Client as a customer of the Company.