End User License Agreement

This End User License Agreement ("**EULA**") is closed between ISEC7 GmbH, Schellerdamm 16, 21079 Hamburg, Germany ("**ISEC7**") and the user ("**User**" and collectively with ISEC7 "**Parties**") of the present software ("**Software**"). By confirming this EULA upon installation and/or the first use and/or by using the Software the User accepts the terms of this EULA:

1.   Subject of the EULA

1.1   If the User's employer or an affiliated company pursuant to Section 15 of the German Stock Cooperation Act (*Aktiengesetz*) ("**Licensee**") has concluded an agreement on the use of the Software ("**License Agreement**"), the User's right of use shall be governed by the License Agreement. The User may only use the Software in accordance with this EULA and only if the Licensee has permitted the User to use it. In this case, the User does not acquire his own right of use under this EULA, but derives his right of use from the Licensee. The provisions under Sections 2.1, 6. and 7.3 to 7.9 do not apply in this case.

1.2   As far as no License Agreement pursuant to Section 1.1 exists, the rights and obligations of the parties shall be governed exclusively by this EULA.

2.   Right of Use, Restrictions

2.1   ISEC7 grants the User, unless a License Agreement exists, the non-transferable, non-exclusive right to use the Software in accordance with this EULA for the Subscription Period pursuant to Section 5.1 to use the Software. If a License Agreement exists, the right of use shall be governed by it. All rights, title and interest in and to the Software and any enhancements or updates shall remain with ISEC7 or, in the case of third-party software, the provider of such software.

2.2   User may not use the Software for any other purpose than the designated use ("**Purpose**"). User shall protect the Software and the source code from unauthorized access by third parties and from the use for any other purpose than the Purpose. Without limiting the generality of the foregoing, User shall not (i) distribute, sell, resell, lease, rent, loan or otherwise transfer, sublicense or assign any rights in the Software or the source code or any part thereof to any third party without the prior written consent of ISEC7, (ii) disclose or make available the Software or the source code or any part thereof to any third party or permit any person to access the Software in any way, (iii) modify, add to, alter or adapt the Software, (iv) reverse engineer, decompile, translate, disassemble the Software or any part thereof or disassemble any data formats forming part of the Software and/or otherwise attempt to discover the source code of the Software or any part thereof (except as permitted by mandatory law); (v) make copies of the Software or the source code or any part thereof other than the copies necessary for the operation of the Software in accordance with this EULA and the License Agreement; (vi) use the Software or the source code or parts thereof for the development of a competing product or service; (vii) disable, modify or circumvent any license management system or security mechanism provided with the Software, (viii) access or use the

Software to provide data processing or batch processing services to others, (ix) remove, alter or conceal any proprietary or copyright notices, trademarks or other signs of ISEC7 or its Affiliates or any third-party. The restrictions provided above apply to the source code regardless of whether it is freely accessible to the User in the software.

2.3   If the User makes suggestions for an improvement of the Software, ISEC7 shall be entitled, but not obliged, to implement them. Unless otherwise agreed, ISEC7 shall be entitled to distribute the results to its customers. To the extent the results contain contributions by User, User shall grant ISEC7 an irrevocable, non-exclusive, transferable right of use, unrestricted in time and place. The right of use includes in particular the rights of reproduction, distribution and making available to the public as well as other public reproduction, the right to edit the results and to transfer the rights granted to third parties.

2.4   As far as the User stores data ("**User Content**") in the Software or generates or processes data with it, the User grants ISEC7 an irrevocable, non-exclusive, transferable, worldwide right of use limited in time to the Subscription Period pursuant to Section 5.1, which includes all actions necessary for processing the User Content in the Software, including the right to reproduce it, distribute it, make it publicly available and publicly reproduce it. ISEC7 is in no way obliged to check the User Content. The User is responsible for the User Content in accordance with the following provisions:

2.4.1   The User must ensure that the User Content does not violate or impair any legal provisions and/or third-party rights, in particular the intellectual property of third parties, their personal rights, competition law or data protection regulations.

2.4.2   Should the User fail to fulfill the obligations under section 2.4.1 ISEC7 is entitled to demand that the User deletes infringing content. If necessary, ISEC7 is entitled to delete the infringing content without prior notice.

2.5   If the User uses the software in connection with third-party applications, he must comply with their terms and conditions.

3.   Updates

3.1   ISEC7 is entitled, but not obliged, to install updates to the Software. ISEC7 is entitled to adapt and change the performance spectrum of the Software to technical progress. ISEC7 does not have to ensure a possible downward compatibility with third-party software that does not correspond to the respective current status and/or to a possible interoperability with third-party software. Any warranty claims remain unaffected.

3.2   As far as as Licensee is not entitled to maintenance services under the License Agreement, User shall not be entitled to download updates from app stores even if this is technically possible. The Use is responsible to clarify the respective entitlement with Licensee before downloading any update. Should the User infringe this obligation, Licensee may be obliged to pay a remuneration that would have been payable in case of the agreement of maintenance services.

3.3   As far as no License Agreement exists, the User shall during the Subscription Period in accordance with Section 5.1 be entitled to download updates.

3.4   If the User is entitled to download updates, the User's warranty claims for defects are excluded if a defect is remedied by an available update.

4.   Special Provisions for Software from App Stores

4.1   If the software is downloaded from the app store of a third-party provider ("**Third-Party Provider**"), the following provisions additionally apply:

4.1.1   Unless otherwise provided in the terms and conditions of the respective app store, the Third-Party Provider acts as an intermediary. The License Agreement is concluded between ISEC7 and the Licensee, the EULA between the User and ISEC7.

4.1.2   The Third-Party Provider is not responsible for maintenance and support services. Such services may be the responsibility of ISEC7, but only to the extent and in the scope agreed with the Licensee. Any warranty claims against ISEC7 remain unaffected.

4.1.3   The User must remove the Software from his mobile device if he sells it to a third party or gives it away. This does not apply to the transfer to another employee of the Licensee.

4.1.4   If the Software was downloaded from the Apple App Store, the following also applies:

a.   The Software may only be used on Apple devices.

b.   ISEC7 is solely responsible for any warranty claims and other claims of the User and third parties in connection with the possession or use of the Software, including product liability claims, claims due to non-compliance with legal regulations or official requirements by the software or claims under consumer protection laws, data protection regulations or similar regulations, including the connection of the software use with the HealthKit and HomeKit tools, and, if applicable, in accordance with the provision in section 8**Fehler! Verweisquelle konnte nicht gefunden werden.**. This does not apply if a malfunction is attributable to the end device or the third-party app store. Such claims as well as other responsibilities of and claims against the third-party provider(s), in particular for damages, expenses, costs or loss of assets in connection with non-compliance with a guarantee, are excluded to the extent permitted by law, with the exception of claims for reimbursement of any purchase price.

c.   In the event of infringement of third-party rights, ISEC7, not the Third-Party Provider, is responsible for the examination, defense, settlement and indemnification against the User, insofar as these claims exist against ISEC7.

d.   The Apple Licensed Application End User License Agreement does not apply.

4.2   The above provisions serve only to clarify the responsibilities and do not themselves constitute any claims of the User or the Licensee against ISEC7. In particular, the above provisions do not establish any independent claims of the User against ISEC7, as far as a License Agreement exists.

5. Term, Extension and Termination

5.1 If a License Agreement exists, the term is governed by it. If there is no License Agreement, the term is based on the duration of the subscription ("**Subscription Period**"). As far as an automatic extension has been agreed, the term is automatically extended unless the User terminates it in the subscription management within the period set out therein.

5.2 The right of the Parties to terminate the EULA for cause remains unaffected.

5.3 Unless otherwise agreed, ISEC7 is entitled to delete the User Content upon termination. The User is responsible for backing up the User Content in good time beforehand.

6. Availability

6.1 The software is available to the User on average 99.5% in a calendar year ("**Availability Time**"), provided that the Software is used as contractually agreed. The Availability Time is calculated on the basis of the "Total Time", i.e. 365 days x 24 hours, less downtime in accordance with section 6.2 divided by the Total Time and multiplied by 100 percent, as follows

$$\frac{\text{Total Time - Downtime} \times 100}{\text{Total Time}}$$

6.2 The "**Downtime**" is the time during which the software is not available, whereby times caused by the following or comparable circumstances do not count as Downtime:

    6.2.1 Announced maintenance work in accordance with section 6.4;

    6.2.2 Unforeseeable, urgent maintenance work, e.g. to eliminate security vulnerabilities;

    6.2.3 Force majeure;

    6.2.4 Third parties that are not subcontractors of ISEC7;

    6.2.5 The User or the software or hardware used by him or the internet connection. This also applies to software whose use ISEC7 has arranged and/or whose connection ISEC7 enables through interfaces;

    6.2.6 Late notification of faults and downtimes by the User, late support by the User or failure to grant the required access.

6.3 The User bears the burden of proof for falling short of the Availability Time and the existence of disruptions.

6.4 ISEC7 is entitled to carry out regular maintenance work but will try to keep interruptions to a minimum. If maintenance work leads to interruptions, ISEC7 shall inform the User at least one week before the start of the work. In urgent cases, for example to eliminate security vulnerabilities, ISEC7 may shorten the notice period or, if not otherwise possible, start the maintenance work without prior notice. If prior notice is not possible, the User must be informed immediately after the start of the work.

6.5   The User is responsible for adequate data backup. As far as ISEC7 is responsible for a loss of data, liability is limited to the typical restoration costs that would have been incurred if regular backup copies had been made in accordance with the state of the art.

7.   Warranty

7.1   The Software is provided "as is" and "as available". ISEC7 gives no express or implied warranties or conditions to the User, including but not limited to the implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement with respect to the Software or support or any services provided by ISEC7 or its affiliates. Warranty obligations to the Licensee remain unaffected.

7.2   As far as a License Agreement exists, any warranty claims against ISEC7 exist exclusively in favor of the Licensee and are governed by the License Agreement. The User is not entitled to any own warranty claims against ISEC7.

7.3   If no License Agreement exists, the warranty shall be governed by the following provisions under Sections 7.4 to 7.9.

7.4   ISEC7's warranty does not apply to defects that are based on the fact that

　　7.4.1   the User has made changes to the Software and ISEC7 has not recommended or approved these changes,

　　7.4.2   the User has used the Software improperly or in violation of this EULA,

　　7.4.3   the User has not cooperated or has not cooperated in good time, in particular by downloading updates that rectify a defect,

　　7.4.4   the hardware or operating system is not suitable for using the Software and is not recommended or approved by ISEC7,

　　7.4.5   third-party services not commissioned by ISEC7 have been performed on the Software.

7.5   In the event of a defect, ISEC7 has the right to remedy the defect twice before the User can assert further statutory warranty claims. ISEC7 shall be given a reasonable period of time to remedy the defect. A reasonable period shall be at least four weeks.

7.6   ISEC7 is not responsible for third-party software. ISEC7 is only responsible for the interoperability between the Software and the third-party software to the extent that the provision of an interface has been agreed in writing and a defect affects the functionalities of this interface.

7.7   Warranty claims are excluded in the case of minor defects.

7.8   The User may not enforce a reduction by deduction from the agreed remuneration. Corresponding claims for enrichment (*Bereicherung*) or damages remain unaffected.

7.9 Strict liability for defects that already existed when the software was provided (Section 536a (1) of the German Civil Code [*BGB*]) and the User's right to rectify defects himself (Section 536a (2) of the German Civil Code [*BGB*]) are excluded.

7.10 The User shall only be entitled to any claims for damages in accordance with the provisions in section 8.

8. Liability

8.1 ISEC7's liability for payment of damages and reimbursement of expenses is excluded unless otherwise provided for in the following provisions.

8.1.1 The exclusion of liability does not apply to damages caused by culpable breach of an essential contractual obligation in a manner that jeopardizes the achievement of the purpose of the contract. Essential contractual obligations are obligations the fulfilment of which makes the proper performance of the contract possible in the first place and compliance with which the contractual partner regularly relies on and may rely on. However, liability is limited to the damage typical for this type of contract, the occurrence of which each contracting party had to expect on the basis of the circumstances known to it at that time. With regard to this typical contractual damage, ISEC7's liability for property damage and further financial losses resulting therefrom is limited to an amount of € 50,000.00 per case of damage.

8.1.2 Furthermore, the exclusion of liability does not apply to damages resulting from injury to life, body or health which are based on a negligent breach of duty by ISEC7 or its legal representatives or vicarious agents.

8.1.3 The exclusion of liability does not apply to damages caused by an intentional or grossly negligent breach of duty by ISEC7 or its legal representatives or vicarious agents.

8.1.4 To the extent the liability of ISEC7 is excluded or limited, this shall also apply to the liability of Affiliates, subcontractors and legal representatives, employees and vicarious agents of ISEC7 and its Affiliates.

8.1.5 If ISEC7 has given a guarantee for the quality of the Software, the content of this guarantee shall not be affected by the above limitation of liability.

8.1.6 Liability under the German Product Liability Act remains unaffected.

8.2 For the avoidance of doubt, the foregoing provisions in section 8.1 shall not constitute a contractual liability between User and ISEC7 unless it already exists.

8.3 ISEC7 is not liable for damages of any kind which are caused by unauthorized use of the Software and/or use of software that is not authorized by ISEC7.

9. Force Majeure

The consequences, direct or indirect, of strikes, lockouts or any other labor disputes, fires, accidents, floods, epidemics, pandemics or disease outbreaks (including Covid-19), hostilities, act of God, terrorism, shortage of transportation equipment of raw materials or facilities, the failure, suspension, or curtailment of production or delivery due to shortages of supply of components or materials from unusual sources, or due to the acts, regulation, allocations or other requirements of any federal, state, local or any other government (including a Covid-19 Event), and any and all like or different causes beyond the reasonable control of the Parties hereto shall excuse performance (other than payments of amounts due) by either Party to the extent by which performance is prevented thereby. "Covid-19 Event" means any (i) quarantines, travel restrictions, social distancing requirements, recommendations for social distancing issued by a government authority, factory shutdowns or slowdowns, work-place or worksite shutdowns or slowdowns or work from home requirements, shipment interruptions or slowdowns related to or resulting from Covid-19, (ii) other measures initiated or occurring in response to Covid-19, and (iii) other events or conditions related to, or resulting from, Covid-19.

10. Export Regulations

10.1 The User agrees to comply with all applicable export regulations, embargoes and sanctions, including but not limited to those of the United States of America, Canada, Australia, New Zealand, the European Union and the United Kingdom ("**Export Laws**"), and will not offer or provide services using or in connection with the Software in any country that is subject to applicable economic sanctions or other trade controls, unless the User has obtained an exemption and ISEC7 has agreed to this in writing.

10.2 The User warrants that it will not (i) use the Software contrary to the provisions of export laws, (ii) use them for any purpose prohibited by export laws, or (iii) provide services to persons/entities who are not authorized to use them. ISEC7 is entitled, but not obliged, to carry out necessary checks of export laws and the User shall provide ISEC7 with all necessary information immediately upon request.

10.3 The User agrees to indemnify ISEC7 against all claims, actions, damages, fines and costs in any way related to the User's non-compliance with export laws and to reimburse ISEC7 for the costs of a reasonable legal defense.

11. Miscellaneous

11.1 This EULA shall exclusively be governed by and construed in accordance with the laws of Germany under exclusion of its rules of conflict of laws and the provisions on the Uniform Law on the International Sale of Goods (CISG).

11.2 Should any provision of this EULA be or become invalid or unenforceable, the validity or enforceability of the other provisions of this EULA shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be replace by a suitable and equitable provision, which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of

the invalid or unenforceable provision. By way of precaution, the Parties undertake to replace an invalid or unenforceable provision not so substituted, with retroactive effect, with a valid and enforceable provision that achieves the economic intent and purpose of the invalid or unenforceable provision as far as possible. The same applies accordingly in case of an unintended gap.