

Terms and Conditions for the use of Conxify

Version-2025-01: October 2025

1. Subject Matter and Scope

1.1. Agreement

These Conxify Terms and Conditions, together with the Order Form (collectively, the "**Agreement**"), which are entered into by and between Data Space Solutions GmbH (the "**Provider**") and the contracting entity identified in the Order Form (the "**Customer**"), govern the Customer's use of the Conxify Service provided by the Provider to the Customer.

1.2. Definitions

Capitalized terms shall have the meaning as set in this Sec. 1.2 or elsewhere in this Agreement.

"Affiliate" means a legal entity, directly or indirectly owned or controlled by or owning or controlling or under common control with one of the Parties, where "control" shall mean to have the direct or indirect power to direct or cause the direction of the management and policies of a legal entity.

"Conxify Service" means the service as described in the Product Description.

"Confidential Information" means any information or data disclosed by a Party or its Affiliates to the other Party, whether in writing, electronically, orally or through any other means under or in connection with this Agreement and which at the time it is disclosed (i) is identified as "confidential" or (ii) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential information does not include any information that (i) is or becomes generally available to the public without breach of this Agreement or other wrongful or misconduct, (ii) is or becomes available to the recipient from a Third Party or a source other than the disclosing Party, provided



provided that the receiving Party has no reasons to believe that such source is itself in breach of a confidentiality obligation or that such source has obtained the information through any wrongful or tortious conduct, (iii) was lawfully and without a corresponding obligation of confidentiality in the recipient's possession prior to receipt from the other Party, (iv) is independently developed by the receiving Party without the use of or reference to the disclosing Party's confidential information, or (v) has been released by the disclosing Party for non-confidential use.

"Customer Data" means any information, data, or other content that is entered, uploaded onto, or stored in connection with the Customer's use of the Conxify Service.

"EDC Connector" means a Third-Party Software Application that facilitates the exchange of data between different systems or applications.

"High Risk System" means any system or device that requires enhanced security safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage, including in particular, systems or devices used for, in or in connection with critical infrastructure, direct health support devices, aircrafts, trains, vehicle navigation, air traffic control, nuclear facilities or weapons.

"Order Form" means the electronic or paper form provided by the Provider to order the Conxify Service.

"Party" or **"Parties"** means the Customer and the Provider either jointly or severally.

"Product Description" means the description of the Conxify Service as provided by the Provider together with the Order Form and as amended in accordance with the terms of this Agreement.

"Service Standards" means the standards for the provision of the Conxify Service as described in the Product Description.

"Subscription Term" means the period for which the provision of the Conxify Service to the Customer is agreed and set out in the Order Form.

"Third Party" means any person or legal entity other than the Customer or the Provider; including the Customer's Affiliates.

"Third-Party Application" means any software application, service, or product that is developed, owned, or provided by an entity other than the Provider, and that is integrated with, or used in conjunction with, the Conxify Service, including CatenaX.

"TISAX 3" means Level 3 of the TISAX® standard for the automotive industry.

1.3. Contract Formation

The Agreement is concluded by the Customer's submission of the Order Form and the Provider's acceptance thereof. The Order Form can be submitted either in form of a paper or scanned document or by using the Provider's online ordering process. In case of a paper or scanned document, the Order Form can be accepted by the Provider returning a counter-signed copy. In case of an online submission, the Provider can accept the Order Form by sending an order confirmation to the Customer via e-mail. The Customer is bound to its order for a period of fourteen (14) days. The Provider reserves the right to reject orders submitted by the Customer at its discretion.

1.4. Scope Limitations

The Conxify Service does not include the provision of any software or services not provided by the Provider to the Customer (including any Third-Party Application), even if such software or services interact with the Conxify Service, are accessible from or through the Conxify Service or are arranged or solicited through the Provider. The Customer is responsible for ensuring and maintaining an internet connection and a suitable connection to the Conxify Service at its own risk and expense.

1.5. Changes to these Terms and Conditions

The Provider has the right to amend this Agreement insofar as it is necessary for the reasonable continuation and performance of this Agreement for the following reasons: (i) to fill any unforeseeable gaps.; (ii) to adapt to changes in the legal situation and (iii) to restore the equivalence of performance and consideration if the equivalence is disturbed to a significant extent after the conclusion of this Agreement by unforeseeable changes. The Provider will notify the Customer of the amendment in text form at least two weeks prior to the entry into force of the amendment. In case the modification of the Agreement negatively impairs the Customer, the Customer may terminate the Agreement to the date the amendment becomes effective. No amendment shall apply retroactively or affect fees already agreed in an active Order.

2. Provision of Conxify Service

2.1. Service Standards

The Provider will provide the Conxify Service materially in accordance with the features, functionalities and service levels as set out in the Product Description. Unless otherwise agreed between the Parties, the Provider will use commercially reasonable efforts to make the Conxify Service available to the Customer subject to operational requirements, including in particular maintenance and security.

The Provider shall ensure a **monthly average service availability of 99 %**, measured over each calendar month, excluding periods of (i) scheduled maintenance announced at least 48 hours in advance, (ii) incidents caused by the Customer or by Third-Party Applications, and (iii) force-majeure events under Sec. 9. In case the actual availability falls below the target, the Customer shall be entitled to a **service credit** equal to 5 % of the monthly fee for every 0.5 % below the target, up to a maximum of 20 % of the monthly fee. The credit will be offset against the next invoice.

2.2. Security of Conxify Service

The Provider will maintain a security program to reasonably protect the Conxify Service and the underlying IT infrastructure against threats or danger to the security of Customer Data and to prevent unauthorized access to Customer Data in accordance with TISAX AL3.

2.3. Changes to and discontinuation of the Conxify Service

The Provider may modify or amend the Conxify Service at any time without degrading its core functionality, performance and security features as set out in 2.2 above. In case the modification results in a material degradation or discontinuation of the functionality, the Customer may terminate the Agreement to the date the modification becomes effective. The Provider will in this case refund any prepaid amount on a pro-rata basis for the remaining contractual term.

Without limiting the Provider's other rights or remedies, the Provider may limit or reduce the functionality or discontinue the Conxify Service in whole or in part required due to (i) security risks; (ii) legal requirements, including due to a possible infringement of Third Party rights; (iii) changes in the Conxify Service imposed by a Provider's subcontractor or a supplier; (iv) lack of customer acceptance; and/or (v) hardware or system requirements.

The Provider will give reasonable advance notice to the Customer of any reduction of functionality or discontinuity of the Conxify Service.

2.4. Test and Beta Versions

In case the Provider makes available the Conxify Service or parts thereof (e.g. Beta Versions, Test Versions) for free, the Provider shall at all times be entitled to cease such free use or to make the use of the Conxify Service subject to a paid service.

3. Use of Conxify Service by the Customer

3.1. Rights of use

The Provider grants the Customer a non-exclusive, non-transferable, non-sublicensable, revocable and time-limited right to access and use the Conxify Service, subject to the rights and limitations as set out in this Agreement.

3.2. Usage Monitoring

The Provider or its subcontractors may, and the Customer shall not interfere therewith, monitor the Customer's usage of the Conxify Service for internal purposes only, including for (i) security reasons; (ii) the Customer's compliance with this Agreement; (iii) detection, prevention and suspension of any use of the Conxify Service exceeding the permitted use; and (iv) monitoring of the service level. The Provider may further use the monitored information on an aggregated basis to analyse and improve the Conxify Service.

3.3. Customer's Responsibilities and Obligations when using Conxify Service

3.3.1. General

The Customer is responsible for complying with the applicable laws at all times when using the Conxify Service and shall not use the Conxify Service in a manner that infringes, misappropriates, or otherwise violates any applicable law or Third Party's rights. The

Customer shall obtain on its own expense any rights, consents, and permits that the Customer requires for the provision of the Conxify Service. The Customer shall remain responsible for the security of its systems and any on-premise hard- or software.

3.3.2. Export Control

The Customer may not use or otherwise export or re-export the Conxify-Service except as permitted by applicable European law or U.S. law. In particular, the Conxify-Service may not be exported or re-exported (a) to sanctioned countries or (b) to sanctioned persons according to European or U.S. laws. The Customer warrants compliance with the foregoing requirements.

3.3.3. Prohibition of reverse engineering of the Conxify Service

The Customer agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or organization of the Conxify Service, except with regard to mandatory rights granted under Sec. 69d and Sec. 69e of the German Copyright Act.

3.3.4. Installation of updates and patches

The Customer shall install all updates and patches provided to the Customer by the Provider as part of the Conxify Service without undue delay as they are made available to the Customer.

3.3.5. Security of credentials

The Customer agrees to take appropriate measures to ensure the security and confidentiality of all access credentials provided under this Agreement. In particular, the Customer shall store the access credentials securely, shall not disclose the access credentials to a third party and shall ensure that the access credentials are used only by authorized individuals. Failure to comply with these obligations may result in the suspension or termination of access to the Conxify Service. The Provider reserves the right to change the credentials in case the Provider deems it necessary to protect the security of the Conxify Service or the systems used to provide the services or the compliance with this Agreement in its reasonable discretion.

3.3.6. Usage of Third-Party Systems and Applications

If the Customer uses the Conxify Services to access a Third-Party Application, the Customer acknowledges and agrees that (i) any contractual relationship regarding the use of a Third-Party Application and any related services or products is solely between the Customer and the provider of the Third-Party Application; (ii) Third-Party Applications are subject to their own terms and conditions, and the Provider assumes no obligation or responsibility with respect to the use of the Third-Party Application; (iii) the Provider is under no obligation to test, validate or otherwise review the Third-Party Application; and (iv) the use of a Third-Party Application is at the Customer's sole risk and expense.

3.3.7. Responsibility for Customer Data

The Customer is solely responsible, and the Provider does not resume any responsibility, for any Customer Data that the Customer uses or shares in connection with the Conxify Services. This includes the collection, processing, management and sharing of the Customer Data, in particular with regard to (i) compliance with applicable laws for the collection and processing of the Customer Data, including retention and archiving obligations, and (ii) compliance with applicable laws for the sharing of the Customer Data via the Conxify Service with Third Parties. The Customer is further responsible for taking steps to maintain legally required or otherwise appropriate security and protection, in particular including backups of the Customer Data.

3.3.8. Use of the Catena-X environment

The Conxify Services are used to transmit data via the Catena-X dataspace ("**Catena-X**") operated by Catena-X Automotive Network e.V. and marketed by Cofinity GmbH. In order to make use of the Conxify Services, the Customer must conclude an agreement with Cofinity GmbH granting the Customer access to Catena-X. The Customer shall ensure and warrants that it meets the eligibility and exclusion criteria for Catena-X and will strictly adhere to all standards and regulations applicable for Catena-X. In particular, the Customer warrants that it **does not have its principal place of business in Brazil** and will fully respect the limitations of Catena-X with respect to Brazil. The Customer is obliged to keep itself informed about any changes to the governance framework and the respective set of industry standards of Catena-X it needs to comply with to be able to use and continue to use the respective services.

3.3.9. EDC Connectors

The use of Conxify Services in relation to Catena-X-dataspace requires an EDC connector. In case the Customer receives access to an EDC Connector in connection with the Conxify Services, the Customer acknowledges that the EDC Connector is a Third-Party Application to which Sec. 3.3.6 applies.

In case the EDC Connector is provided by the Provider as part of the Conxify Service and the use of the specific EDC Connector is not licensed to Provider any longer, Provider shall be entitled to either provide an EDC Connector of another supplier or, if this is not feasible, terminate the Agreement and refund any prepaid amount on a pro-rata basis for the remaining contractual term.

3.3.10. Excluded use

The Customer acknowledges that the use of the Conxify-Service for an entity registered or located in Brazil or its respective purposes is prohibited. If and to the extent the Cofinity-X Services will start to be offered in Brazil, the Parties hereby agree that in such case the restrictions in this Sec. 3.3.8 shall be waived accordingly.

3.4. Responsibility for Users and other Persons

The Customer is solely responsible for all activities that occur under the Customer's accounts, including the activities of any end user who is provisioned with an account by or on behalf of the Customer.

3.5. Notification, Information and Assistance Obligation

If the Customer becomes aware of any actual or potential circumstances that could potentially cause harm, affect the security of the Conxify Service, the systems used to provide the Conxify Service or other customers, the Customer shall promptly notify the Provider about the respective circumstances and provide the Provider with information and assistance as reasonably required for their mitigation and resolution of such circumstances. Such circumstances include, in particular, (i) unauthorized use of or access to the Customer's accounts, (ii) loss or theft of access credentials or other security-related account information, and (iii) actions and decisions by authorities or courts specifically relating to the Customer's use of the Conxify Service which may affect the provision of the Conxify Service.

3.6. Limited Reliance

The Customer acknowledges and agrees that (i) the Conxify Service is not designed to be used for the operation of or within a High Risk System if the functioning of the High Risk System is dependent on the proper functioning of the Conxify Service and (ii) that the outcome from any processing of data through the use of the Conxify Service is beyond the Provider's control. The Customer is responsible for the use and interpretation of the outcome from such processing and any reliance on such outcome.

3.7. Right to verify Compliance

The Provider has the right to audit and verify compliance by the Customer with this Agreement. The Provider will provide at least two weeks prior notice of any such audit to the Customer, unless the purpose of the compliance verification requires a shorter period. The Customer shall assist the Provider with the conduction of the audit.

4. Fees, Payment Terms and Taxes

The Customer agrees to pay all applicable fees specified for the Conxify Service in the Order Form. Quoted fees are net of any applicable indirect taxes (including but not limited to value added tax (VAT), sales tax, goods and service tax, service tax, and business tax) and withholding taxes (if any). In case the Customer exceeds the agreed usage or authorization of the Conxify Service, the Customer agrees to pay all fees for such exceeding usage at the then-current price. Unless otherwise provided in the Order Form, fees are due upon receipt of the invoice and payable without any deductions and with no extra cost for the Provider within 30 days of the invoice date via the agreed payment method as specified in the Order Form. The Customer can only exercise a right of retention if the counterclaim is based on the same contractual relationship.

Both Provider and Customer assume that provision of the Conxify Service under this Agreement will not be subject to withholding taxes. However, if this assumption turns out to be incorrect or if withholding taxes will be newly introduced, these taxes shall be borne and paid by Customer. If Customer is required to withhold any taxes or to make any other deduction from any such payments, then the said payments shall be increased to the extent necessary to ensure that, after making of the required deduction or withholding, Provider receives and retains a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made (gross-up amount).

Customer shall withhold these taxes in the name and for the account of the Provider and shall immediately provide to Provider a written calculation of the grossed-up fee and the amount(s) of the withholding taxes declared and paid to the tax authorities. Provider shall ensure its full cooperation so that Customer has all necessary information which it needs to fulfil its withholding obligations.

5. Proprietary Rights

5.1. Rights in Conxify Service; License for Recommendations and Feedback and similar

All rights, title and interest in and to the Conxify Service, including any know-how and any part and improvement thereof, and all intellectual property rights in or to the Conxify Service shall remain wholly vested in the Provider, its suppliers and subcontractors, and / or licensors, as applicable. The Customer grants to the Provider a worldwide, perpetual, irrevocable, unlimited, transferable, sub-licensable, royalty-free license to use any suggestion, recommendation, request, or other feedback provided by or on behalf of the Customer related to the Conxify Service.

The Provider may use the Customer's name, trademarks, or logos within the application, e.g., customer dashboards, and/or for marketing purposes without prior written consent. Objection against the use for marketing purposes must be raised explicitly by the Customer.

5.2. Rights in Customer Data

Except as expressly granted under this Agreement, the Customer will retain all rights, title and interest in or to the Customer Data. The Customer grants the Provider and its suppliers or subcontractors, as required, a worldwide, non-exclusive, transferable, sub-licensable, royalty-free right to use, host, store, transmit, display, modify, and reproduce the Customer Data solely for the purpose of providing the Conxify Service to the Customer. The Provider shall not access or use Customer Data for advertising, benchmarking, or analytics without the Customer's prior written consent. The Provider shall ensure equivalent confidentiality and data-protection obligations for all sub-processors engaged in the processing of Customer Data.

6. Warranty and Warranty Limitations

6.1. Conformity with Service Standards and Remedy

The Provider warrants that the Conxify Service will be provided materially in conformity with the Service Standards. If the Provider fails to do so, the Provider shall solely be obliged, and the Customer can exclusively claim the Provider to use commercially reasonable efforts to restore the conformity of the Conxify Service with the Service Standards. In case such restoration cannot be achieved by commercially reasonable efforts, the Customer can terminate the Conxify Service, and the Provider shall refund to the Customer any prepaid fees on a pro rata basis for the remaining Subscription Term.

Except as expressly provided herein, the Provider makes no further warranties; statutory rights remain unaffected.

6.2. Disclaimer

Except for the warranties in this Sec. 6, the Conxify Service is provided “as is” and “as available” and the Provider hereby disclaims all warranties of any kind, whether express or implied, including all implied warranties of merchantability, fitness for a particular purpose, non-infringement and any warranties arising out of course of dealing or trade usage. Without limiting the foregoing, the Provider does not represent or warrant that the provision and the use of the Conxify Service will meet the Customer’s requirements, be uninterrupted, error free, fail-safe, fault-tolerant or secure, free of harmful components, or that any data, including Customer Data, or Third Party Application will be secure or not otherwise lost or damaged. The Provider further does not resume any warranty for Conxify’s conformity with the Service Standards in case the non-conformity is caused by or relating to the Customer or Customer Data. This Sec. 6.2 does not apply to the extent prohibited by applicable law.

7. Indemnifications

7.1. By the Provider

In case a Third Party asserts a claim against the Customer that the Customer’s use of the Conxify Service in accordance with this Agreement infringes its intellectual property rights, the Provider shall, at its sole discretion and as the sole remedy for the Customer, (i) procure, at its expense, the right for the Customer required to continue using the Conxify Service in accordance with this Agreement or (ii) replace or modify the Conxify Service so it is non-infringing. If such measures are not commercially reasonable to achieve, the Provider may terminate this Agreement upon written notice to the Customer and refund any amount prepaid for the use of the Conxify Service on a pro-rata basis. The Customer will promptly comply with all reasonable instructions that the Provider provides in this respect, including any instructions to replace, modify, or cease use of a the Conxify Service.

7.2. By the Customer

The Customer agrees to indemnify, defend, and hold the Provider, its employees, officers and agents harmless against any claims, damages, losses, costs and expenses (including reasonable attorneys’ fees) arising out of or in connection with a Third-Party claim related to the use of the Conxify Services in violation of this Agreement, applicable laws or any Third-Party Rights. This applies in particular but not limited to the adherence to the regulations for the use of Catena-X.

7.3. Notices and cooperation

The Party seeking an indemnity will provide the indemnifying party with a written notice without undue delay after becoming aware of any claim, reasonable cooperation in the defense of or investigation of the claim and allow the indemnifying party sole control of defense and settlement of the claim. The indemnifying party cannot enter into any settlement or compromise of any claim without prior written consent of the other party; such consent not to be unreasonably withheld.

8. Limitation of Liability

8.1. Maximum Liability of the Provider

Subject to Sec. 7 of this Agreement, the Provider's liability for all claims, damages, losses and indemnities arising out or in relation to this Agreement, irrespective of their form and legal basis, whether from contract or tort or based on other reasons, shall not exceed, in the aggregate, per any given Calendar Year, an amount corresponding to the aggregate annual fees to be paid by the Customer to the Provider for the provision of the Conxify Service during the respective Calendar Year.

8.2. Limitation of liability for certain damages and losses; limitation for individuals affiliated to the Provider and vicarious agents

Except as expressly set out otherwise in this Agreement, the Provider shall not be liable for any damages or losses arising out of or in connection with (i) the loss of production; (ii) interruption of operations; (iii) contractual claims against the Customer by any Third Party; (iv) damage to property; (v) loss or corruption of the Customer Data or other data provided by the Customer in connection with the Conxify Service; (vi) loss of use, interest, income, profit or savings, loss or depletion of goodwill or any other intangible losses; (vii) costs associated with data recovery or re-creation; (viii) or (viii) any kind of indirect or consequential damages. The Provider shall further only be liable for damages typically foreseeable at the time of the conclusion of this Agreement and which are characteristically for such type of agreement. For data loss, damages shall be limited to the damage that would have been incurred if the data were regularly and properly backed up by the Customer.

The limitations in this Sec. 8.2 shall also apply to any claims against Affiliates, directors, officers, agents, representatives, employees as well as affiliates partners and subcontractors and their directors, officers, agents, representatives and employees.

8.3. Time-limitations on claims

Any claim against the Provider under or in connection with this Agreement shall be brought no later than 12 months after the event giving rise to the respective claim and the Customer's knowledge thereof. Thereafter all claims arising out or in connection with the respective event shall be time-barred.

8.4. Exceptions for the Limitation of Liability

Any limitation and exclusion in this Sec. 8 shall not apply (i) to contractual obligations of which the fulfilment is essential for the due and proper performance of this Agreement ("*Kardinalspflichten*"), provided that in this case the liability of the Provider is limited to losses and damages that have been reasonably foreseeable for the Provider at the time of the conclusion of this Agreement; (ii) in case of wilful misconduct and gross negligence; (iii) in case of bodily injuries, damages to health or death (iv) in case of fraud or fraudulent misrepresentation; or (v) for mandatory claims under applicable product liability law.

9. Force Majeure

In case of events or circumstances beyond the control of the Provider (such as natural disasters, war, labor disputes, shortages of raw materials or energy, traffic or operational disruptions, cyber-attacks, fire or explosion damage, epidemics or pandemics (whether declared by the WHO or not), acts of state or official orders) lead to a failure of or delay in the performance of the obligations of the Provider under this Agreement, the Provider (i) shall be released from its contractual obligations for the duration of the disruption and to the extent of its effects and (ii) shall not be obliged to procure the goods or services from third parties. Sentence 1 shall also apply if the events and circumstances render the performance of the affected business sustainably economically unreasonable for the Provider or if they occur at the Provider's suppliers. If these events last longer than 3 months, the Provider shall be entitled to withdraw from the Agreement.

10. Temporary Suspension of Conxify Service

10.1. Right to suspend the provision of Conxify Service to the Customer

Without limiting the Provider's other rights, the Provider may immediately suspend or limit the Customer's use of the Conxify Service if (i) the Provider reasonably determines that there has been a material breach of the Customer's obligations, or a security incident or threat to the security of the Conxify Service in connection with the Customer's access to or use of the Conxify Service, or (ii) if such suspension or limitation is required by law, a court or governmental order or otherwise ordered by a competent authority. Failure to pay fees within fourteen days of receipt of a reminder or failure to comply with Sec. 3 of this Agreement shall be considered material breaches of this Agreement.

10.2. Effect of Temporary Suspension

The Customer's obligation to pay fees shall remain unaffected in case of a temporary suspension or limitation of the Conxify Service to the Customer according to Sec. 10.1. The Provider shall notify the Customer of the reasons for the limitation or suspension of the Conxify Service and the measures the Provider considers necessary to be taken by the Customer for reinstatement of the provision of Conxify Service to the Customer, if any. The Provider shall lift the suspension or limitation of the Conxify Service to the Customer as soon as the reason for the suspension or limitation no longer exists.

11. Term and Termination

11.1. Term

The Agreement shall enter into force upon acceptance of the Order Form and will continue to be valid as specified in the Order Form.

11.2. Switching to a different provider or porting of data and digital assets

The terms in this section shall be interpreted in accordance with Regulation (EU) 2023/2854 of the European Parliament and the Council of 13 December 2023.

11.2.1. Notice

With a notice period of 2 months, the Customer may switch to a data processing service offered by a different provider of data processing services or port all exportable data and digital assets to an on-premises ICT infrastructure. The Provider shall support the Customer's exit strategy relevant to the Conxify Service, including by providing all relevant information. In the Switching notice the Customer may inform the Provider whether it intends to (i) switch to a different provider of data processing services, in which case the Customer shall provide to the Provider the necessary details of that provider, (ii) switch to an on-premises ICT Infrastructure, or (iii) only erase its exportable data and digital assets. The Customer shall inform the Provider in the written notice about the data and digital assets concerned by the notice and the destination of the data and digital assets including relevant technical specifications about the destination site.

11.2.2. Categories of data and digital assets included in the switching process

The following categories of data and digital assets can be ported during the switching process:

- Customer account data and configuration settings,
- Metadata on connectors and service logs,
- Transactional data that is stored within Conxify Service; and
- Associated documentation uploaded by the Customer.

Data will be provided in PDF, **JSON** and **CSV** format via secure SFTP or API download.

The following categories of Data cannot be ported during the Switching process due to the risk of a breach of trade secrets:

- System logs containing Provider trade secrets
- Aggregated performance metrics.
- Data Templates, meta-data models, and other derived data from Provider that are used by the Customer

11.2.3. Transition

The switch shall be implemented without undue delay and in any event not after the mandatory maximum transitional period of 30 calendar days after the end of the notice period. Where the Provider deems the transitional period to be technically unfeasible, the Provider undertakes to notify the Customer within 14 working days after receiving the switching request, give justification for the technical unfeasibility, and indicate an alternative transitional period, but not more than seven months from the date of receiving the switching request. The Customer has the right to extend the transitional period once for a period that the Customer considers more appropriate for its own purposes but not longer than seven months from the date of notifying the provider of the switching request.

During the transitional period, the Provider will (i) provide reasonable assistance to the Customer and Third Parties authorised by the Customer in the switching process, (ii) act with due care to maintain business continuity, and continue the provision of the Conxify Service under this Agreement, (iii) provide clear information concerning known risks to continuity in the provision of the Conxify Service on the part of the source provider of data processing

services, and (iv) ensure that a high level of security is maintained throughout the switching process, in particular the security of the exportable data during their transfer and the continued security of the exportable data during the retrieval period in accordance with applicable Union or national law.

The Customer shall take all measures to achieve effective switching. The Customer is solely responsible for the import and implementation of the extractable data and digital assets in their on-premises ICT infrastructure or in the systems of the different provider. The Customer shall, and shall procure that the third-party provider shall, respect the intellectual property rights of any materials provided in the switching process by the Provider and provide access to and if necessary to sublicense the use of these materials to third parties only insofar as necessary to complete the switching process until the end of the transitional period.

11.2.4. Retrieval Period and data erasure

The Customer may retrieve data within 30 calendar days after the transitional period has ended.

The Provider shall ensure the full erasure of all exportable data generated directly by the Customer, or relating to the Customer directly, after the expiry of the retrieval period, except for personal exportable data which the Provider is obligated to store under applicable law.

11.2.5. Effects of Switching Decision and End of Switching Process

This Agreement shall be considered to be terminated and the Provider shall notify the Customer of the termination, (i) where applicable, upon and to the extent of the successful completion of the switching process; or (ii) at the end of the notice period, where the Customer does not wish to switch but to erase its exportable data and the Customer has unconditionally and clearly requested the Provider to erase the data, and in response the data has been successfully erased and this has been confirmed by the Provider.

11.3. Termination

11.3.1. Termination for Convenience

The Subscription Term and any renewal of a Subscription Term will be specified in the Order Form. The Conxify Service may not be terminated for convenience during the Subscription Term.

11.3.2. Termination for Cause

Either Party may terminate the Conxify Service for cause in the event of a material breach by the other Party if such breach remains uncured for a period of 30 days after receipt of a notice of such breach by the other Party. The Provider shall be entitled to terminate the Agreement for cause in particular, but without limitation, in case of (i) acts or omissions that entitle the Provider to a suspension or limitation pursuant to Sec. 10 that remain uncured for a period of 30 days; (ii) the Provider's obligation to comply with laws or requirements of a court, governmental body or other competent authority; (iii) a change in control of the Customer or the Customer's Affiliates that, in the Provider's reasonable opinion, adversely affects the Provider's position, rights or interests; and (iv) if the Customer ceases to operate in the ordinary course of business, makes an assignment for the benefit of creditors or similar disposition of the Customer's assets, or becomes the subject of a bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

11.3.3. Effects of Termination

Upon termination of the Conxify Service, the Customer shall immediately: (i) cease using the Conxify Service; and (ii) return or, if instructed by the Provider, destroy or delete all materials relating to the Conxify Service. Except as otherwise provided in this Agreement, the Customer shall pay to the Provider all fees due at the time of termination and all fees paid by the Customer to the Provider shall be non-refundable. In case of termination for cause by the Customer, the Provider shall refund prepaid amounts for the Conxify Service for the remaining subscription term on a pro rata basis. All terms and conditions of this Agreement which by their nature should survive termination or expiration shall survive and continue to be effective after such termination.

Upon termination of the Conxify Service, the Provider will remove the Customer's access to the Conxify Service and delete Customer Data stored on behalf of the Customer in relation with the Conxify Service, unless otherwise provided in the Agreement or agreed in writing.

12. Confidentiality

12.1. Confidentiality Obligations

Each Party shall maintain the confidentiality of any Confidential Information disclosed to it by the other Party, shall use such Confidential Information only for the purpose of performing this Agreement or as otherwise authorized by this Agreement, and shall not disclose such Confidential Information to anyone other than those employees, Affiliates, business partners and consultants, and the respective employees of such Affiliates, business partners and consultants, who are bound by appropriate confidentiality obligations and who need to know such information to perform this Agreement. In addition to the foregoing, the Provider shall only share Confidential Information with Affiliates in case it is reasonably necessary to avoid or mitigate risks and damages for the Provider, the Customer or the Conxify Services.

12.2. Compelled Disclosure

Neither Party shall disclose any Confidential Information to any Third Party unless (i) it is directed to do so by the other Party, (ii) it is permitted to do so in this Agreement, or (iii) as required by law, court or governmental order or by order of any competent authority. If the Provider is required to disclose Confidential Information to a Third Party, the Party will notify the other Party without undue delay. The Provider may also disclose Confidential Information or Customer Data to Third Parties to report possible violations of law in connection with the Customer's access to or use of the Conxify Services.

13. Data Protection

Both Parties shall ensure compliance with applicable data protection regulations. Insofar as the Provider processes personal data in connection with the provision of the Conxify Services on behalf of the Customer, the data processing agreement which is made available on the Provider's website (www.dass-x.com/) shall apply. Additional information about the processing of personal data by the Provider can be retrieved from the Provider's data privacy policy (www.dass-x.com/privacy-policy).

14. General Provisions

14.1. Assignment

Subject to applicable antitrust law and regulations, the Provider may assign this Agreement in whole or in part or any right granted thereunder to any Affiliate or in connection with the sale or transfer of its relevant business without consent at any time. The Customer may not assign this Agreement, in whole or in part, or any right granted thereunder without the Provider's prior written consent.

14.2. Subcontracting

For the provision of the Conxify Service, the Provider may use subcontractors.

14.3. Set-off, Retention Right

The Customer may only set off claims or assert a right of retention with regard to claims that are uncontested by the Provider or have been confirmed by final court judgement.

14.4. Applicable law and place of jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of Germany, excluding the application of the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special asset (*Sondervermögen*) under public law, or if the Customer has no general venue in Germany, the exclusive and international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Mannheim, Germany.

14.5. Severability

In case any provision of this Agreement is held to be invalid, illegal or unenforceable by a court decision, statute or rule, or shall be otherwise rendered invalid, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision shall be construed to reflect the original intent of the Parties to the greatest extent possible under applicable law.