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Wolters Kluwer Legal Software Deutschland

# General Terms and Conditions

These General Terms and Conditions form part of the Agreement entered into between Customer and Provider named in the Agreement and govern Customer's access to and use of the Software Services and the Professional Services ordered by Customer pursuant to an Order Form agreed. They are complemented by the other Schedules to the Agreement.

## 1. DEFINITIONS

Capitalized terms used in this Schedule have the meaning set forth in the Main Body or in the applicable Schedule. Additional terms in this Schedule are defined as follows:

**Affiliate:** with respect to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Party. "Control" means (i) owning more than 50% of voting power or (ii) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise.

**Confidential Information:** any information of a Party ("Disclosing Party") whether technical, business, financial, marketing or other information of any kind or nature (including, without limitation, trade secrets, know-how and information relating to the technology, software), in any medium or format (including written, oral, visual or electronic) disclosed or made available to the other Party Recipient Party"), that is marked as confidential or should reasonably be expected to be treated as confidential by the Recipient Party whether or not such information is marked as confidential.

**Customer Data:** Customer and Customer's Affiliates information, data or contents provided, uploaded, imported or processed through the Software Services or provided to Provider by Customer in the course of the provision of the Professional Services. Customer Data may include Personal Data.

**Documentation:** the then current standard operating manuals, user instructions and technical specifications for the Software supplied by Provider, as may be updated by Provider from time to time.

**Error:** a not insignificant, reproducible non-conformity of the Software Services or Professional Services with the specifications described in the Documentation, the Agreement or agreed to in writing by the Parties, which affects Customer's ability to use the Software Services or Professional Services.

**Intellectual Property Rights:** (i) patents, inventions, designs, copyright and related rights, database rights, trademarks, service marks and trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) know-how; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect that currently exist anywhere in the world.

**Professional Services:** the services that do not comprise the Software Services, delivered by Provider in accordance with an Order Form (and where applicable, an Addendum), such as software configuration, data migration, training, consultancy services or integration with a Third-party Product.

**Order Form/Agreement:** a commercial offer elaborated by Provider (e.g., a quotation or a commercial proposal) in response to a request from Customer, indicating the details of the Software Services, the Professional Services and their prices that once accepted by and agreed between the Parties, is a binding commitment from Customer to order and pay for said services.

**Software Services:** as the context requires, (i) for on-premise Software (or part thereof), the provision by Provider of a license to use a locally installed version of the Software and the

maintenance and support services as described in the "Product & Services Description" Schedule; (ii) for cloud Software (or part thereof), the hosted services through which Provider makes Software available to Customer as described in "Product & Services Description" Schedule (Provider may host the cloud Software on its own servers or may use a third party to host the Software, as described in "Product & Services Description" Schedule). The "Software" is understood to be the software, in whole or in part, made available to Customer according to the content of an Order Form (for example, only certain functionalities, components, modules or services) as well as new versions of same delivered as part of the maintenance and support services but excluding Third-party Products.

**Third-party Products:** any third-party owned-product, software, application, feature, functionality, component or service that is accessible (through links, APIs, or integrations for example) and may be used from within the Software Services and for which the rights of use are granted to Customer by such third party directly and not by Provider, under the third party's own terms and conditions of license or services including those identified in an Order Form or in the Product & Services Description" Schedule.

**User:** any natural person designated by Customer among its employees and those of an Affiliate, as well as any authorized independent contractors of Customer or of an Affiliate, who needs to use the Software Services to provide services to Customer or the Affiliate and is authorized to access and use the Software Services under the responsibility of Customer for Customer's internal purposes and/or that of the Affiliate.

**Territory:** worldwide (subject to the Parties' obligations regarding compliance with trade sanctions and export controls) unless a geographic area is specified in the Order Form.

## 2. PRICE; EXPENSES; PAYMENT TERMS

**2.1** Customer shall, upon the due dates and as invoiced in the applicable Quote, pay to Provider the fees for the Software Services and Professional Services set forth in the applicable Quote. Except if a Quote indicates otherwise: (i) invoices are payable within thirty (30) days of the date of the invoice and all fees are in Euros, exclusive of taxes (VAT or similar). All fees are exclusive of expenses for subsistence, lodging, and travel, which are chargeable expenses. Unless otherwise agreed, the client shall pay the contractually agreed remuneration in advance.

**2.2** Provider can at its reasonable discretion adjust the prices for the Software Services at the beginning of a new contract year, taking into account general increases/decreases of costs and trends in the market.

An increase or reduction in the Software Services subscription fees may be considered if the costs for providing the Software Services increase or decrease as a result of changes in wage, material, or other costs, such as without limitation, the cost of making the Software Services available to Customer, or if other changes in the energy-economic or legal framework conditions lead to a changed cost situation. Increases in one cost type may only be used to increase the fees to the extent that there is no offset by any declining costs in other areas. In the case of cost reductions, Provider must reduce the fees to the extent that these cost reductions are not offset by increases in other area.

Provider shall provide the Customer with appropriate notice hereof at least four (4) weeks prior to applying the yearly price adjustment. If the increase exceeds 5%, Customer shall be entitled to an extraordinary right of termination that it can exercise within three (3) weeks of receiving the information about price adjustment. If Customer does not terminate the existing Agreement within three weeks of receipt of the notice or

otherwise does not declare its intention to do so, the new price shall be deemed to have been agreed.

**2.3** Except with respect to any amount subject to a good faith dispute, if Customer fails to pay an invoice by its due date, and in addition to any of its other available rights or remedies and without any liability to Customer, Provider is entitled to suspend the provision of Software Services and/or Professional Services until payment is made. Provider shall exercise this right only following a payment reminder and at least two (2) months of arrears unless such a long period would constitute an undue hardship for the Provider.

### 3. SOFTWARE SERVICES

**3.1** In accordance with the content of the Order Form, Customer will be provided with on-premise Software or cloud Software. Some functionalities, components, services or features may nevertheless only be available as a cloud-based model as described in the respective "Product & Services Description"-Schedule as incorporated into the Agreement or the Documentation.

Customer confirms that it has been provided with all relevant information in order to gain a reasonable knowledge of the Software Services and that Customer is responsible for the selection, use and suitability of the Software Services. Customer shall comply with Provider's technical prerequisites made available to it. Customer shall, at its own expense, provide all necessary hardware, applications and connection of Customer's systems to a telecommunications service that provides Internet access to use the Software Services. Provider shall not be liable for any failure in Customer's access to the Software Services due to the Internet. The Software Services or any functionality, component, feature, or service may evolve without materially reducing the security or data protection measures or agreed functionality and Provider will make available the new versions as part of the maintenance services provided in accordance with the description of "Product & Services Description".

**3.2** Subject to compliance by Customer with the terms of the Agreement, Provider grants to Customer for the applicable subscription term a non-exclusive and non-transferable right to access and use the Software Services for the number of licenses in the Territory acquired by Customer, only for the internal business purposes of Customer and in accordance with the Documentation. Customer may permit access and use of the Software Services by a Customer Affiliate and/or an authorized independent contractor of Customer or a Customer Affiliate, provided such access and use are (i) for the internal business purposes of Customer or Customer Affiliate and (ii) strictly in accordance with all terms set forth in the Agreement. Customer is responsible for ensuring that all Users, Customer Affiliates, their authorized independent contractors and their Users abide by the terms of the Agreement, and Customer is responsible and liable for all Customer Affiliates' and authorized independent contractors' (and their Users') full compliance with the terms and conditions of the Agreement, such that any breach of the terms of the Agreement by such Affiliate or authorized independent contractor (or its Users) shall be deemed a breach by Customer. Customer, its Affiliates, authorized independent contractors and Users shall directly enter into all additional arrangements and agreements with each other as necessary to ensure compliance with this Section and Customer's legal obligations in the context of the Agreement (e.g., on sharing Customer Data).

Non-production accesses and environments (pre-production, test, acceptance, etc.) shall only be used for their intended purposes and Customer shall not use them in production.

**3.3** Customer will not, and will ensure that Users do not, except as expressly permitted in the Agreement:

- (a) reverse engineer, disassemble, decompile, or otherwise attempt to extract or derive any aspect or component of any part of the Software (or otherwise reduce to human-readable form) without Provider's prior written consent except as permitted by law and where such permission cannot be excluded by agreement between the Parties. Provider shall provide Customer, where necessary, with the information necessary for the interoperability of the Software Services with Customer's information system, and Customer warrants that the information obtained during those activities is Confidential Information and used only for the purpose of achieving interoperability and may not be used to create any competitive software or otherwise attempt to derive or gain access to the source code pertaining to the Software;
- (b) modify, copy, translate, adapt, or otherwise create derivative works of or improvements to the Software Services and Provider reserves the right to perform Maintenance Services;
- (c) remove, delete, mask or alter any notice of Intellectual Property Rights, confidentiality, or other similar legend or notice that appears on or in any Software Services;
- (d) provide, lease, lend, use for timesharing purposes or otherwise use or allow others to use the Software Services for the benefit of any third party;
- (e) use the Software Services in breach of any law or regulation or for illegal activities and Customer shall not host or upload and/or store content that is illegal, obscene, defamatory, in violation of the rights of third parties or the protection of minors or introduce any virus or similar device; or
- (f) unless otherwise agreed, disclose any performance information or analysis relating to the Software Services.

**3.4** Provider is not a law firm and is not regulated as such and does not act as a legal counsel or attorney for Customer nor does it provide legal advice to Customer, including via the content of Software Services or Professional Services, their exploitation, results or effects obtained through their use. Customer's use of the Software Services and the Professional Services does not create an attorney-client relationship between the Parties. Customer is aware that some features of the Software Services constitute a decision support tool, and that Provider shall not be liable for any of the results obtained by using the Software Services and the objectives pursued by Customer.

**3.5** Customer will only use Provider's APIs (application programming interfaces) made available from time to time by Provider as 'published' in the Documentation, and only as described therein for purpose of Customer creating integrations with Third-party Products to programmatically interact with Software Services to support the authorized use of the Software Services. Provider's APIs are deemed part of the Software Services and subject to the terms of the Agreement.

### 4. PROFESSIONAL SERVICES

Subject to compliance by Customer with the terms of the Agreement, Provider will perform and provide the Professional Services described in the applicable "Professional Services Description"-Schedule as incorporated into the Agreement and other applicable contractual document.

### 5. PROVIDER'S OBLIGATIONS AND THIRD-PARTY PRODUCTS

**5.1** Provider shall allocate qualified and sufficiently staffed teams to execute the Agreement and shall use reasonable skills and care in the performance of the Software Services and the

Professional Services. In all circumstances, Provider's team assigned to the performance of the Agreement shall remain under the direction of Provider. Subject to the provisions of the Data Processing Addendum (DPA) (where applicable), Provider may sub-contract any part of the Software Services and the Professional Services. Where the performance of some or all of the services are subcontracted by Provider to a third party, Provider remains liable for the performance of its subcontractors.

**5.2** Customer is solely responsible for obtaining the Third-party Products, including establishing any necessary terms for Customer's use of such Third-party Products in conformance with applicable laws. Provider does not endorse or make any representations about the Third-party Products and is not responsible for the Third-party Products or any information (including Customer Data) that Customer chooses to share with or otherwise transmit to such Third-party Products.

## **6. CUSTOMER'S OBLIGATIONS AND REPRESENTATIONS**

**6.1** Customer shall cooperate in good faith and in a timely manner with Provider in the performance of the Agreement. Customer agrees to provide all reasonable information, access, authorizations, computing resources, and other assistance as necessary. If Customer fails to fulfil its obligations to cooperate in a timely and sufficient manner, Provider shall not be liable for delays or difficulties in the performance of the Agreement.

**6.2** Customer shall:

- (a) assume all responsibility for the content, completeness, accuracy quality, reliability and legality of all Customer Data, and for how the Software Services are used, the results and analysis derived by Customer by use of the Software Services and any decisions Customer may take based on Customer's usage of the Software Services
- (b) take all necessary measures for the protection and integrity of its information system and particularly with respect to protection against viruses, malicious codes, worms, "Trojan horses" and other hostile intrusion processes or similar devices; and
- (c) be fully and solely responsible for selecting, obtaining and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment necessary for access to and for use of the Software Services including servers when applicable (in case of On-Premise Software), and for all costs associated therewith.

## **7. CUSTOMER DATA AND INDEMNIFICATION**

**7.1** Customer confirm that he is the owner or holder of Customer Data or has the right to use Customer Data and to grant Provider all rights granted herein. Customer will ensure that Customer Data can be processed and used as contemplated by the Agreement without violating the rights of any third party. Customer Data is Confidential Information of Customer. Customer grants Provider and Provider's subcontractors in the Territory, a nonexclusive right on a royalty-free basis to use and process Customer Data solely in connection with performance under the Agreement. Provider may block access to the Software Services and/or delete Customer Data if Customer is in breach of applicable law or if Provider is required by applicable law to delete such Customer Data.

**7.2** Customer shall indemnify Provider from and against any loss or damage (including reasonable legal fees ) arising out of or in connection with any claim, action, proceeding or investigation of any nature or kind by a third party with respect of, or in connection to

(a) Provider's use of any Customer Data or other materials provided to Provider under the Agreement when used by Provider in accordance with the Agreement;

(b) Customer's unauthorized use of Third-party Products, and

(c) the occurrence of any of the scenarios set out in Section 11.2(b)(i)-(iv) below.

**7.3** Provider shall (i) promptly notify Customer in writing of such claim and permit Customer to defend the claim and handle all settlement negotiations in connection therewith, (ii) cooperate in the defense and provide all necessary information and authority to Customer without settling the claim itself, and (iii) not admit any liability in Customer's name. In such event, Customer shall conduct the defense of any proceedings relating to the claim diligently, and consult with Provider and keep Provider informed of all material matters of the claim.

## **8. CONFIDENTIALITY**

**8.1** Each Party acknowledges that it may gain knowledge of Confidential Information of the other Party in the performance of the Agreement. The Parties agree that during the term of the Agreement and for five (5) years after termination or expiration of the Agreement, or for such longer period as may be required by applicable law or regulation, all Confidential Information shall be held in confidence and shall not be copied, used, or disclosed other than as provided herein. Each Party shall take all reasonable efforts to protect the confidentiality of, and prevent the disclosure of, any such Confidential Information to any non-authorized third party. Each Party shall ensure that its personnel comply with the obligation not to disclose the other Party's Confidential Information to any unauthorized person, directly or indirectly.

**8.2** The Recipient Party may disclose Confidential Information of the other Party to the Recipient Party's employees, consultants, and contractors and those of its Affiliates required to have access to said Confidential Information for the purposes of performing the Agreement and that are aware of the confidentiality obligations in this Section 8. The Recipient Party may disclose any Confidential Information to any regulator, law enforcement agency, or other third party if required to do so by Law. In such circumstances (provided that it is practical and lawful to do so), said Recipient Party shall use reasonable efforts to notify the Disclosing Party and provide the Disclosing Party with an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the Disclosing Party's efforts to obtain such protective order.

**8.3** Notwithstanding the above restrictions, neither Party will have any obligation for any Confidential Information that (i) is or becomes available to the public through no improper action or inaction of the Recipient Party or any Affiliate, agent, or consultant of the Recipient Party; (ii) was properly in the Recipient Party's possession or properly known by it, without restriction, prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to the Recipient Party by a third party without restriction; or (iv) is independently developed by the Recipient Party without use of, or reference to, the Disclosing Party's Confidential Information.

**8.4** If the Parties have previously executed a nondisclosure agreement covering the scope of the Agreement ("NDA"), then any Confidential Information exchanged pursuant to such NDA shall remain confidential and shall, as of the Effective Date of the Agreement, be deemed Confidential Information within the meaning of the Agreement and be governed by the terms hereof.

## **9. PERSONAL DATA**

**9.1** Each Party will process Personal Data in accordance with the national data protection laws and regulations that apply to them

and the General Data Protection Regulation (Regulation (EU) 2016/679 - GDPR).

**9.2** If in connection with the performance of the Agreement, Provider processes any Customer Personal Data on Customer's behalf, as data processor, the terms set out in the Data Processing Addendum (DPA) and the applicable "Description of Personal Data Processing" Schedule shall apply to such processing.

**9.3** In addition, for the performance of the Agreement, and/or to meet legal and regulatory obligations, and/or on the basis of its legitimate interest, Provider, acting as a data controller, processes Personal Data relating to Customer's employees or directors (which may include, for example first and last names, business addresses and telephone numbers) namely for, without limitation, managing and monitoring the commercial relationship with Customer (Customer's accounts, contracts, orders, subscriptions, trainings, invoicing and accounting, etc.). Such Personal Data are processed in accordance with Wolters Kluwer privacy policy available at: <https://www.wolterskluwer.com/en/privacycookies> and may be shared with Provider's subcontractors who have a need to know to perform the Agreement. Customer's employees and directors have the right to access, rectify, object, erase or limit the processing of their Personal Data and the right to data portability, and may exercise this right on written request, by mail to Provider's registered address, or using the "inquiry and other requests" form available at: <https://www.wolterskluwer.com/en/privacy-cookies/inquiry>.

## 10. IT AND SECURITY

Provider shall implement and maintain organizational and technical security measures and procedures designed to minimize accidental or unlawful destruction, loss, alteration, disclosure, or unauthorized access to Customer Data as described in the Agreement and the Documentation. Provider shall evaluate these measures and procedures from time to time and may update the Software Services and/or security measures and procedures at any time provided that the level of protection is not materially reduced. Security measures and safeguards, by their nature, are capable of circumvention and Provider does not, and cannot, guarantee that the Software Services, Provider's servers, and Customer Data contained therein cannot be accessed by unauthorized persons capable of overcoming such measures. In such cases, Provider is authorized to block access to the Software Services. Provider implements procedures and measures to ensure the continuity of the Software Services in accordance with its business continuity plan.

## 11. INTELLECTUAL PROPERTY RIGHTS

**11.1 Ownership and Reservation of rights.** All Intellectual Property Rights in the Software Services and Professional Services, as well as the Documentation, any deliverables or training materials, and, without limitation, all improvements, enhancements, modifications, configurations and customizations, Provider methods and Provider know-how are, and shall remain the exclusive and sole property of Provider or its licensors. For the purposes of the Agreement as between Provider and Customer, any Intellectual Property Rights in any part of the Software Services to the extent owned by any third party, shall be and remain the exclusive property of such third party. The Agreement does not convey to Customer any property rights in the Software Services and the Professional Services or any associated Intellectual Property Rights, but only the limited right or license to use under the Agreement in accordance with the terms of the Agreement.

## 11.2. Infringement indemnification by Provider.

- a) If Customer is subject to a third party claim that Customer's use of the Software Services, in whole or in part, in the Territory infringes a patent, trademark or copyright of that third party ("IPR Claim"), then Provider shall defend Customer and pay Customer the damages and reasonable attorney and experts fees finally awarded by a court of competent jurisdiction with respect to the IPR Claim or included in any final settlement of such IPR Claim agreed to by Provider, provided that Customer: (i) promptly notifies Provider in writing about such IPR Claim being made, (ii) permits Provider to assume the defense of the IPR Claim and all settlement negotiations in connection therewith, (iii) cooperates in the defense and provides all information and authority to Provider as necessary, without settling the IPR Claim by itself, and (iv) does not admit any liability in Provider's name.
- b) Provider's indemnity obligations under Section 11.2(a) above will not apply if and to the extent that they arise from or relate to: (i) the access or use of the Software Services by Customer or any third party under Customer's control in any manner other than as provided and permitted by Provider in the Agreement; (ii) the use of the Software Services in combination with any services, reports, documentation, hardware, software, data, or technology not supplied by Provider to the extent that such claim could not be asserted but for the combination, (iii) the use of other than the most current version of the Software Services that Provider made available to Customer to avoid the IPR Claim, or (iv) any Third-party Products.
- c) In addition, if the Software Services become, or in Provider's opinion, are likely to become, the subject of an IPR Claim covered by Provider's indemnification obligations under Section 11.2(a) above, then Provider may, in its sole discretion and at its cost and expense: (i) procure for Customer the right to continue using the affected Software Services; or (ii) modify or replace the infringing portion of the Software Services with non-infringing items with substantially similar functionalities. If, according to Provider, none of the foregoing is commercially practicable, then Provider may elect to terminate the Agreement and grant Customer a refund of the fees paid in advance for the terminated Software Services not consumed.

## 12. WARRANTY AND LIMITATION OF LIABILITY

### 12.1 Rights in case of Errors

**12.1.1** Customer is obliged to inform Provider immediately of any Errors and impairments of the Software and performances of which they become aware. If they fail to do so, any reduction, compensation and termination rights of Customer shall lapse (§ 536 c para. 2 sentence 2 German Civil Code accordingly).

**12.1.2** If Customer demands subsequent performance due to an Error in the Software Services or Professional Services (insofar as these are accessible to acceptance), Provider has the right to choose between rectification of the Error, replacement delivery or replacement Software Services. The rectification of Errors shall be carried out in accordance with the measures described in the Product & Services or Professional Services Descriptions. Subsequent performance may also take the form of provision, handover or installation of a new program version or a workaround. The supplementary performance shall be carried out within a reasonable period of at least two weeks. If Customer has set a further reasonable period of grace after the first period has expired without result and this period of grace has also expired without result, or if a reasonable number of attempts to remedy the Error or provide a replacement have been unsuccessful, Customer may, at its discretion and subject to the statutory requirements, withdraw from the Agreement or reduce the remuneration and claim damages or reimbursement of expenses,

unless otherwise stated in the Product & Services Description or Professional Services Description. If the Agreement is a continuing obligation, the right of extraordinary termination shall replace the right of withdrawal.

**12.1.3** Product and service descriptions shall not be construed as a guarantee or warranted characteristic unless specifically agreed in writing.

**12.1.4** The strict liability for initial Errors of the Software on the part of Provider is excluded.

**12.1.5** Claims for damages due to Errors are entitled to Customer according to Section 12.2.

**12.1.6** Claims for Errors shall have a limitation period of twelve (12) months. This shall not apply in the cases of Sections 12.2.1 and 12.2.4.

**12.2 Limitation of Liability.** Unless otherwise agreed, Provider shall be liable exclusively as follows, irrespective of the legal grounds (default, material Errors and Errors of title, infringement of property rights, other poor performance):

**12.2.1** Provider shall be liable without limitation in the following cases: (a) intent and gross negligence; (b) injury to life or body, irrespective of the form of fault; (c) assumption of guarantees; (d) fraudulent intent.

**12.2.2** If none of the cases in the preceding paragraph apply, but Provider breaches an essential contractual obligation due to slight negligence, Provider shall be obliged to compensate for the contractually foreseeable damage. A material contractual obligation is an obligation that makes the performance of a contract possible in the first place and on the observance of which the other Party regularly relies.

**12.2.3** In the event of a slightly negligent breach of immaterial contractual obligations, the liability of Provider shall be excluded.

**12.2.4** Liability under the provisions of the Product Liability Act shall remain unaffected by the above provisions.

**12.2.5** If damage is caused by both Parties, the contributory negligence of the respective other Customer shall be taken into account in proportion to the share of causation.

**12.2.6** Where the liability of Provider has been precluded or limited, this preclusion or limitation shall extend to the personal liability of its salaried staff, employees, representatives and agents as well.

**12.2.7** To the extent that the data is within Customer's sphere of responsibility (e.g., On-Premise Software) or Customer is provided with opportunity of doing his own data backups from external hosted services (e.g. SaaS), Customer shall be responsible for its regular data backups, the adequacy of which shall be determined by its individual risks. Insofar as Provider is liable for loss of data by Customer, the liability shall be limited to the costs arising from the duplication of the data backups and to the costs for data restoration which would also have arisen in the event of appropriate data backups.

## 13. TERM AND TERMINATION

**13.1** The Agreement will begin on its Effective Date and continue until termination or expiration of all services provided under its terms.

Unless otherwise agreed, the life of the Agreement and of individual rights of use (subscription of the Software Services) shall be extended by twelve (12) months at a time unless the

agreement is terminated subject to a period of notice of three (3) months, to take effect at the end of the calendar year.

**13.2** Professional Services are provided in accordance with for the period(s) indicated in a Provider Offer. Unless otherwise provided for in the Agreement, Customer shall not terminate Professional Services for convenience.

**13.3** Either Party may terminate the Agreement with immediate effect for cause by giving written notice to the other Party ("Defaulting Party"), in whole or in part, in particular if (a) the Defaulting Party materially breaches the Agreement and (i) such breach is irremediable; or (ii) the Defaulting Party does not cure such breach within thirty (30) days after receipt of a written notice from the non-breaching Party specifying such breach; or (b) either Party makes an arrangement with or assignment in favor of a creditor, goes into liquidation or administration or a receiver or a manager is appointed to manage its business or assets, or any analogous insolvency event occurs.

**13.4** If a Force Majeure Event (as defined in Section 14 below) prevents or delays the performance by a Party of any obligations under the Agreement ("Affected Party") for more than three (3) months, the other Party shall have the right to terminate the Agreement with immediate effect at any time after such period but before performance resumes, upon written notice to the Affected Party without judicial intervention.

**13.5.** Upon termination or cessation of the Agreement: (i) all licenses, subscriptions, and rights granted to Customer in connection with the Software Services and Professional Services under the Agreement shall terminate and Customer shall immediately cease use of all the terminated Software Services and Professional Services; (ii) subject to the provisions of the applicable DPA Customer Data will be destroyed (if applicable after being returned to Customer under the reversibility services) subject to their retention to comply with a legal obligation; and (iii) where applicable, Provider reserves the right to check the status of Customer's servers and/or to request Customer to provide a written attestation certifying the cease of use of the Software Services and Professional Services and removal of all User's accesses.

The rights and obligations of the Parties which by their nature extend beyond the term or termination of the Agreement (for example, without limitation, obligations of confidentiality or liability), as well as any other provisions necessary for the interpretation or enforcement of the Agreement, shall remain in force until their respective expiry dates.

**13.6** If Customer does not by itself recover Customer Data at the end of the Software Services subscription period, then, the Parties may agree that Provider will perform reversibility services as described in the Professional Services Description Schedule and a Order Form if any.

## 14. FORCE MAJEURE

The Affected Party will not be liable to the other for any delay or interruption in performance of any obligation under the Agreement resulting from any "Force Majeure Event" means an event of which the occurrence is beyond the reasonable control of the Affected Party, including, without limitation, the following: (a) Act of God (including earthquake or other natural disaster), act of terrorism, war or warlike operations, civil unrest or riot; and (b) industrial action (other than of the Affected Party's own workforce), fire, flood, explosion (but only to the extent that any of these is beyond the reasonable control of the Affected Party).

The Affected Party must notify the other Party of the occurrence of a Force Majeure Event as soon as it is brought to the knowledge of the Affected Party. The Parties will use commercially reasonable efforts to mitigate the effects of any non-

performance, interruption or delay in the performance of the Affected Party's obligations by reason of a Force Majeure Event. Any obligation prevented or delayed by a Force Majeure Event shall be resumed as soon as possible once the Force Majeure Event has ceased to affect such obligation (unless the Agreement has otherwise been terminated under Section 13.4 above).

Each Party shall continue to perform any obligations not affected by a Force Majeure Event.

## 15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 The Agreement and any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation will be governed by and construed in accordance with the laws of Germany.

15.2 In the event of a dispute, the Parties shall seek an amicable settlement of their dispute in the presence of the signatories to the Agreement or any person they will appoint. The most diligent Party shall then notify the other Party of a request for amicable settlement indicating the reasons for the dispute. Within thirty (30) days of receipt of the request for amicable settlement, the Parties shall start to negotiate an amicable settlement. In the absence of an amicable solution within two (2) months after commencing amicable resolution of the dispute, any action resulting from, arising out of, or in connection with the Agreement or its subject matter will be submitted to the exclusive jurisdiction of the competent court of Cologne (Germany).

## 16. MISCELLANEOUS

16.1 The Agreement and constitute the entire agreement of the Parties in relation to its subject matter, and replaces and extinguishes all prior agreements, undertakings, or collateral contracts of any nature made by the Parties, whether oral or written, in relation to that subject matter.

16.2 If any provision, or part of a provision, of the Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid, or unenforceable that provision or part-provision will be deemed not to form part of the Agreement, and the legality, validity or enforceability of the remainder of the provisions of the Agreement will not be affected unless otherwise required by operation of applicable law. The Parties must use all reasonable endeavors to agree within a reasonable time any lawful and reasonable variations to the Agreement that may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.

16.3 The relationship of the Parties is that of independent contractors. Nothing in the Agreement shall be construed as, or deemed to be, creating any agency, partnership, or other form of joint enterprise between the Parties.

16.4 Provider may assign the Agreement and will give notice to Customer in writing without undue delay. Customer may not assign the Agreement without the prior written authorization of Provider which will not be unreasonably delayed or withheld. The Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

16.5 All notices provided for in the Agreement may be provided in text form to be sent to the e-mail address listed in the Agreement.

16.6 Provider attaches particular importance to ethics and integrity in its business relationships and implements an appropriate compliance system. In particular, Provider has adopted an Anti-bribery & Anti-corruption policy and a Code of Business Ethics and Provider expects its suppliers and customers to adhere to similar principles and to comply with

applicable laws and regulations. Current Wolters Kluwer Group policies can be found at: <https://www.wolterskluwer.com/en/investors/governance/policies-and-articles>.

16.7 Customer agrees to provide use the Software Services and the Professional Services in compliance with all export controls and economic sanctions laws applicable to the Parties, including without limitation by not exporting or transferring the Software Services to, using the Software Services for the benefit of, or making the Software Services available for use by any person, entity or organization with whom E.U. or U.K. persons are otherwise prohibited from engaging in such transaction. Customer further represents and warrants that neither it nor any Users provided access to the Software Services are identified on or as (a) U.S. Office of Foreign Assets Control Specially Designated Nationals List or the U.S. Department of Commerce's Bureau of Industry & Security's Denied Persons, Entity, Unverified Lists, or a military-intelligence end user as defined in 15 C.F.R. § 744.22(f), (b) UK HM Treasury Consolidated List of Sanctions Targets, (c) the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, or (d) any other applicable sanctions list, or (e) an entity or organization fifty percent or more owned, or controlled, or acting on behalf or at the direction of, whether directly or indirectly, individually or in the aggregate, any person(s) identified in subclauses (a) through (d). Provider shall have no obligation to make the Software Services available to any User or in any jurisdiction if doing so, in its reasonable discretion, would violate applicable law, and Provider shall have no liability upon written notice to the Customer for with-drawing the Software Services from such User or jurisdiction in such event. This provision applies only to the extent that it is enforceable under the currently applicable laws, in particular Council Regulation (EC) No. 2271/96 ("European Blocking Regulation") and the Foreign Trade and Payments Ordinance and its successor regulations and laws.