SCHEDULE 1: TERMS OF LICENSE AND SERVICES

These Terms of License and Services form part of the Agreement entered into between Customer and Provider named in the Main Body and govern Customer's use of the Software Services and the Professional Services ordered by Customer pursuant to a Quote. 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, lists of customers, business plans, promotional and marketing activities), 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 substantial, reproducible non-conformity of the Software 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.

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.

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.

2. PRICE; EXPENSES; PAYMENT TERMS

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 (ii) 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. The 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. Provider shall provide the Customer with appropriate notice hereof at least four (4) weeks in advance.

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.

3. SOFTWARE SERVICES

3.1 IT Architecture/Prerequisite. In accordance with the content of the Quote, 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 "Software Services Description" Schedule 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 and Provider will make available the new versions as part of the Maintenance Services provided in accordance with the description of Schedule 3bis "Maintenance Services and SLA".

3.2 Usage rights. 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 license and right (as applicable) to access and use the Software Services for the number of licenses 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 Use Restrictions. 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, upon written request, 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.

4. PROFESSIONAL SERVICES

Subject to compliance by Customer with the terms of the Agreement, Provider will provide the Professional Services agreed in a Quote in accordance with the terms of the Agreement and in particular the Schedule "Professional Services Description" and a Statement of Work (SOW) where applicable.

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.

6.2 Customer shall:

(a) be responsible for the content, completeness, accuracy quality, reliability and legality of all Customer Data, and for all results obtained from 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 (on premise mode), and for all costs associated therewith.

7. CUSTOMER DATA AND INDEMNIFICATION

7.1 Customer 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 warrants to Provider that the use of Customer Data in compliance with the Agreement shall not infringe, misappropriate or otherwise violate the rights, of any third party. Provider shall not be liable for the nature and content of Customer Data, nor for interpreting or analyzing any data obtained within or relating to the Software Services or Professional Services.

Customer grants Provider and Provider's subcontractors a nonexclusive right on a royalty-free basis in the countries and territories in the scope of the Agreement to detain, store, access, host, use, copy, transmit, extract, analyze, display, process and delete Customer Data as necessary or appropriate to provide the Software Services and Professional Services (including to prevent or address security or technical problems) including where applicable providing and improving any machine learning features, functionalities and/or automations for such services. All such features, functionalities, automations and improvements for all Software Services and Professional Services including all underlying machine learning engines and algorithms therein or related thereto, shall remain at all times the property of Provider and its licensors and Customer shall have no right, title or interest therein. Provider reserves the right to block access to the Software Services and/or to remove 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 must indemnify Provider from and against any loss, damage, fine, liability, charge, expense, or cost (including reasonable legal fees) of any nature or kind suffered or incurred arising out of or in connection with any claim, action, proceeding or investigation of any nature or kind by a third party arising 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.

Provider shall (i) inform Customer in writing of such claim and allow Customer to defend the claim and handle all negotiations relating thereto, (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 (a) conduct the defense of any proceedings relating to the claim diligently, using competent counsel and in such a way as not to bring the reputation of Provider and its Affiliates into disrepute; (b) consult with Provider and keep Provider informed of all material matters; and (c) obtain Provider's prior approval before any settlement is made in respect of the claim.

8. CONFIDENTIALITY

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.

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.

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.

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

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).

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.

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/privacy-cookies 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.

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 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. To the extent authorized by the applicable law, this Section 11.2 states Provider's entire liability and the sole and exclusive remedy of Customer, with respect to any actual or claimed infringement of any third party's rights.

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 Services 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 Software Service 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 Software Services Description or Professional Services Description Schedules. If the Agreement is a continuing obligation, the right of extraordinary termination shall replace the right of withdrawal.

12.1.3 If there is no Error, Provider shall be entitled to invoice the expenses incurred by it in this respect.

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, insofar as they are subject to the statute of limitations. This shall not apply in the cases of Sections 12.2.1 and 12.2.4. The limitation period begins with the provision of the services, at the latest with the completion of the Professional Services or acceptance.

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 (including fines). 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 Agreement duration: The Agreement will begin on its Effective Date and continue until termination or expiration of all services provided under its terms.

13.2 Software Services term. Software Services are provided on a subscription-based model except if a Quote indicates otherwise. The minimum subscription term of the Software Services is twelve (12) months unless a Quote states otherwise. Subscription to the Software Services shall be automatically renewed for a period of twelve (12) months at a time unless either party terminates the subscription at least sixty (60) days prior to the end of the current period by written notice.

13.3 Termination for cause. Either Party may terminate the Agreement with immediate effect by giving written notice in the form of registered mail to the other Party ("Defaulting Party"), in whole or in part, 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) only if enforceable in accordance with the applicable law, 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 Termination for Force Majeure. 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. Effect of termination. 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 Reversibility. 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 Quote 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

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.

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. In the absence of an amicable solution, 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 Entire Agreement. The Agreement together with each Quote and SOW (if any), 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 Waiver. No waiver of any right under the Agreement will be deemed effective unless contained in a writing agreement signed by a duly authorized representative of the Parties, and no waiver of any past or present right arising from any breach or failure to perform will be deemed a waiver of any future right arising under the Agreement.

16.3 Severability. 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.

16.4. Relationship of the Parties. 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.

16.5. Transfer of Agreement. 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.

16.6 Notices.
Unless otherwise stipulated all notices provided for in the Agreement may be provided in text form.

16.7 Ethics and compliance. 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.

16.8 Trade sanctions and export control. Customer agrees to handle any product, technical data or software provided under the Agreement (the "Technology") in compliance with all applicable export control and economic sanction laws, including not exporting or transferring the Technology to, using the Technology for the benefit of, or making the Technology available for use by any person or entity located in a jurisdiction that is subject to comprehensive United States, European Union, United Nations or United Kingdom economic sanctions. Customer further agrees not to provide access to the Technology to any individual located in any jurisdiction subject to comprehensive embargoes under various sanctions issued by the United States, European Union, or United Kingdom, including, but not limited to, Iran, Cuba, Syria, North Korea, or the Crimea, Donetsk, Kherson, Luhansk, and Zaporizhzhia regions of Ukraine that are under Russian control. In addition, Provider shall have no obligation to make the Technology available to any User or in any jurisdiction if, in Provider's reasonable discretion, doing so would violate applicable law. Customer shall indemnify, defend and hold Provider harmless from any claim, demand, action, proceeding, judgment or liability arising from Customer's breach of this Section 16.8. This clause 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.