Terms of Use

TA / UTAX Digital Cloud Platform

1. Introduction

The Digital Cloud Platform ("DCP") is a cloud-based platform that provides applications, plug-ins, and APIs to integrate solutions ("Apps") on the DCP, that enables organizations to manage users and devices for each Apps.

This DCP Terms of Use (the "Terms of Use") are entered into by TA Triumph-Adler GmbH ("TA" or "we") and (a) the entity who entering an agreement with TA or its Affiliate for use of an App on DCP ("Company" or "Customer") and (b) person as a user of DCP, whether an employee, business partner, contractor, or agent of Customer, who is registered or permitted by Customer to use DCP in such Customer's Tenant ("User", Company and User are hereinafter referred to collectively as "you"), agreeing to this Terms of Use and govern your access to and use of the DCP. By activating, accessing or using an App, or accessing or using the DCP, you agree to be bound by this Terms of Use. If you do not agree to this Terms of Use, do not use or access the DCP. This Terms of Use takes effect when you click an "Accept", "Agree" or similar language button or check box presented with these terms or, if earlier, when you use DCP (the "Effective Date").

If you accept this Terms of Use you acknowledge that you have read and understand this Terms of Use and you agree to this Terms of Use. If you are accepting this Terms of Use on behalf of Company, you represent and warrant that: (a) you have full legal authority to bind Company to this Terms of Use; (b) you have read and understand this Terms of Use; and (c) you agree, on behalf of Company, to this Terms of Use.

2. Account

2.1. Tenant. TA, its Affiliate or authorized Dealer will provide Customer with its unique ID for use of DCP and create tenant for such Customer on DCP ("Tenant").

2.2. Administrator Account. Customer may assign and expressly authorize a User(s) as its agent to manage its Tenant and User Accounts, and management of Tenant and User Accounts includes, without limitation, registering Users, configuring administration settings, assigning access and use authorization of Apps, providing usage and performance records, assisting in third-party product integrations, and accepting notices, disclosures, and terms and conditions ("Administrator Account"). Administrator Account may use Tenant information to manage, use of and access of Users to the DCP and Apps. Customer may appoint an employee to act as its Administrator Account(s) and may change its designation at any time through its Account.

2.3. Account Registration. Any use of DCP and Apps may require you to obtain a User Account by completing a registration and designating a User ID and password. When registering a User account on the DCP, you must: (a) provide true, current and complete information about yourself on the registration and (b) maintain such information so it continues to be true, current and complete.

2.4. Account Information. A User is responsible for all activity that occurs via the User Account. You may not (a) share your Account information, such

as Account login credentials (except with your Administrator Account (defined in Section 2.2)); or (b) use another User's account. Your Administrator Account may use your Account information to manage your use and access to the DCP and Apps.

2.5. Account Security. You are responsible for taking reasonable steps to maintain the security and control of your Account. TA may require you to enable multi-factor authentication and provide a phone number or an alternate email for security purposes. TA assumes no responsibility for any loss that you may sustain due to a compromise of your Account login credentials, or your failure to follow or act on any notices or alerts that we may send to your email address or telephone number. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you. We assume no responsibility if you are unable to access your Account because you cannot provide the appropriate login credentials, such as a password, email address, or telephone number. If you suspect that your Account or any of your login credentials have been compromised, please contact your Administrator Account.

2.6. Inactive Tenant. TA may close a Tenant and User Account of such Tenant, and delete User's contents or information if (i) none of Users of the Tenant has logged in for 180 days, (ii)TA sends a written notice of inactivity to the Administrator Account of the Tenant and (iii) for 60 days after a written notice of inactivity from TA, none of Users of the Tenant still has logged in. You acknowledge and understand that if your Tenant is closed, you may no longer access the content stored in that Account. TA shall not be liable to the Customer or User for any damages incurred by closing such inactive Account/Tenant.

3. Use of Apps

3.1. App Terms. Use of Apps is subject to the license or subscription terms, privacy policies and other applicable terms ("App Terms") specified by the provider of the App ("App Provider"). App Terms are presented through the order process of such App or on its App. You will not have access to an App if you do not agree to the relevant App Terms.

By ordering, installing or enabling any App, you are entering into the App Terms directly with the applicable App Provider. In event of a conflict between this Terms of Use and the App Terms, the App Terms will control as to each party's rights and responsibilities related to the App itself, while this Terms of Use will control as to the DCP. Any technical support and maintenance for Apps will be provided by the App Provider only to the extent described in the App Terms agreed between the App Provider and Customer.

3.2. Reservation of Rights. Except for the rights explicitly granted to you in this Terms of Use, all rights, title and interest (including intellectual property rights) in the DCP are reserved by TA.

4. Data Collection and Sharing/ Personal Data

4.1. Privacy. The access or use of the DCP requires processing of personal data ("Data"). You can find further information on how TA processes your personal data in the DCP Privacy Statement available at: triumph-adler.com/ta-de-de/datenschutz/digital-cloud-platform.

4.2. TA's Use of Data. TA will only access, collect and otherwise process your Data in accordance with the Privacy Statement and will not access, use, or process your Data for any other purpose. TA has implemented and maintains technical and organizational measures to protect your data, as further described in Privacy Statement. TA may share the Data with its Affiliates and its contractors; TA sub-processors are listed in Privacy Statement.

5. Your Responsibilities

5.1. Compliance. Customer shall (a) ensure that Customer and its Users' use of the DCP complies with this Terms of Use, and (b) promptly notify TA of any unauthorized use of, or access to, the DCP.

5.2. Restrictions. Customer shall not, and shall not allow Users to, (a) copy, modify, or create a derivative work of the DCP; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of, the DCP (except to the extent such restriction is expressly prohibited by applicable law); (c) transfer Apps outside the DCP without specific authorization to do so; or (d) tamper with or circumvent any controls or make unauthorized copies of the DCP.

6. Modifications

6.1 To the DCP. TA may make updates to the DCP at its sole discretion from time to time. TA will notify Customer of any material changes to the DCP.

6.2 To the Terms of Use. TA may make changes to this Terms of Use at its sole discretion from time to time. TA will provide notice of the changes via posting updates to the Terms of Use at triumph-adler.de/digital-cloud-platform-nutzungsverein-barung (or any successor URL where this Terms of Use may be posted). Such changes will become effective immediately. For clarity, changes to this Terms of Use do not result in changes to any App Terms. If you do not agree to the changed Terms of Use, you must stop using the DCP and Apps. Your continued use of the DCP after such change will constitute your consent to such changes.

7. Suspension.

7.1 Suspension with notice. In the event that it becomes necessary to maintain, inspect, repair or update DCP, TA may, at its sole discretion, suspend or restrict your access to or use of DCP in whole or in part after notifying you in advance.

7.2 Suspension without notice. Notwithstanding Section 7.1, TA may suspend your access or use of DCP in whole or in part without prior notice to you in any of the following cases:

(a) if you are in breach of this Terms of Use;

(b) if you cause an serious trouble to DCP, including, but not limited to, damage to data contained in DCP;

(c) if there is a likelihood that there has been or may be a breach in the security of the DCP or an unauthorized activity involving your account or if any other wrongful act is carried out by you or through PCs, mobile devices, software and other means managed by you, regardless of whether you intentionally or negligently act;

(d) if you or TA terminate this Terms of Use;

(e) if natural disaster, war, riot, civil disturbance, revision or abolition of laws or regulations, disposition of orders by a court or administrative agency, act of dispute, power failure (including rolling blackout), or any other emergency has occurred or is likely to occur;

(f) if a failure occurs or is likely to occur in DCP or other facilities or communication lines;

(g) if a telecommunications services, including internet connection line, for DCP is ceased or suspended;

(h) if it is unavoidable for reasonable and urgent reasons, including operational or technical reasons, to discontinue the provision of DCP;

(i) if you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; and

(j) if any other cause not attributable to TA.

7.3 Suspension with announcement. TA may suspend or restrict your access to or use of all or part of DCP at any time without prior notice to you but by announcement of such suspension or restriction.

7.4 No liability. TA shall not be liable for any damages caused by the suspension or restriction of DCP set forth in this Section 7.

8. Term and Termination.

8.1 Term. The term of this Terms of Use (the "Term") will begin on the Effective Date and continue until the Terms of Use is terminated as stated in this Section 8.

8.2 Termination For Cause. TA may terminate this Terms of Use in case of your failure to comply with any of the provisions in this Terms of Use. In case of such termination, you must cease all use of the DCP, and TA may immediately revoke your access to the DCP without notice to you.

8.3 Discontinuation of DCP. TA may terminate these Terms of Use with one (1) month prior notice to you if TA, in its sole discretion, discontinues the DCP.

8.4 Effect on Apps. If these Terms of Use terminate, you may no longer access the DCP or use any previously obtained Apps.

8.5 Survival. The following Sections will survive any termination or expiration of these Terms of Use: 3.2 (Reservation of Rights), 4 (Data Collection and Sharing/ Personal Data), and 5 (Your Responsibilities) and 8 (Term and Termination) through 13 (Miscellaneous).

9. Confidentiality.

You may use TA Confidential Information only in connection with your use of DCP as permitted under this Terms of Use. You shall not disclose TA Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of TA Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

10. Intellectual Property Rights.

Except as expressly stated in this Terms of Use, this Terms of Use does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property.

11. Important Disclaimers and Limitations of Liability.

11.1 Removal of Apps. At any time, TA may remove an App from the DCP in accordance with its applicable policies.

11.2 Interoperability. TA makes no guarantee that any Apps will work properly with DCP or that Apps will continue to work with DCP as they change over time. Some Apps rely on hosting service or cloud services provided by the third parties, and these Apps may not function properly or may become inoperable if those services are discontinued.

11.3 Disclaimer of Warranties. To the maximum extent permitted by law, TA offers the DCP and all Apps "AS IS" and "AS AVAILABLE", and TA hereby disclaims all warranties, whether express, implied or statutory, including but not limited to any implied warranties of title, non-infringement, merchantability or fitness for a particular purpose, relating to the DCP or this Terms of Use. You may have other statutory rights, in which case the duration of any statutory warranties will be limited to the maximum extent permitted by law.

11.4 Limitations of Liability. To the maximum extent permitted by law, in no event will TA be liable for any direct, indirect, consequential, special, exemplary, punitive or other liability related to the DCP or any Apps, including for any loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business or costs of delay.

Further, neither TA nor any of its Affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use DCP and/or Apps, including as a result of any (i) termination or suspension of this Terms of Use or your use of or access to DCP and/or Apps, (ii) our discontinuation of any or all of DCP and/or Apps, or, (iii) without limiting any obligations under the service level agreements, any unanticipated or unscheduled downtime of all or a portion of the services for any reason; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this Terms of Use or your use of or access to DCP and/or Apps; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data. If the foregoing disclaimer of direct damages is not enforceable at law for any reason, in no event will TA's aggregate liability to you under this Terms of Use exceed fifty dollars (US$50). Limitations do not apply in case of:

- culpably caused damage, including that of his representatives or vicarious agents in the event of intent and gross negligence.
- injury to life, body or health,
- damages that are subject to the product liability law,
- damages resulting from the violation of a cardinal obligation (cardinal obligations are obligations whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner can regularly rely),
- violation of quality agreements and fraudulent concealment of defects

In the event of a breach of cardinal obligations (cardinal obligations are obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner can regularly rely), the amount of liability is limited to the foreseeable damage that is typical for the contract.

11.5 Disclaimers and Limitations of Liability for TA Apps. Section 11.3 (Disclaimer of Warranties) and 11.4 (Limitations of Liability) do not alter the disclaimers or limitations of liability for TA Apps in

the terms of such TA Apps, which continue to fully apply.

11.6 Basis of Bargain. Failure of Essential Purpose. TA entered into these Terms of Use relying on the limitations of liability, disclaimers of warranty and other provisions relating to allocation of risk herein, and you agree that such provisions are an essential basis of the bargain between the parties. You agree that the waivers and limitations specified in this Section 11 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Terms of Use is found to have failed of its essential purpose.

11.7 TA Affiliates and Contractors. You acknowledge and agree that TA's Affiliates, contractors and service providers may exercise all rights of TA under these Terms of Use, and that all limitations of liability and disclaimers in these Terms of Use apply fully to and benefit TA's Affiliates. With regard to personal data processing this applies only insofar as agreed upon in a Data Processing Agreement.

12. Dispute Resolution; Governing Law.

12.1 Informal Resolution. In the event of any controversy or claim arising out of or relating to this Terms of Use, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under this Terms of Use pursuant to Section 12.2. All negotiations pursuant to this Section 12.1 will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

12.2 Governing Law; Jurisdiction. This Terms of Use will be governed by and construed in accordance with the applicable laws of Germany, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding arising out of or related to this Terms of Use must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural

rules of, Germany, and each party irrevocably submits to the sole and exclusive personal jurisdiction of Germany, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party.

12.3 Injunctive Relief. Enforcement. Notwithstanding the provisions of Section 12.1 and 12.2, nothing in this Terms of Use will prevent TA from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

12.4 Exclusion of UN Convention. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Terms of Use.

13. Miscellaneous.

13.1 Notices. Under this Terms of Use, notices to you must be sent to the email address you registered ("Notification Email Address"). Notice will be treated as received when the email is sent. You are responsible for keeping its Notification Email Address current.

13.2 Emails. The parties may use emails to satisfy written approval and consent requirements under this Terms of Use.

13.3 Assignment. You may not assign or transfer rights obligation under this Terms of Use without prior written consent of TA. TA may assign, transfer and delegate its rights and obligations under this Terms of Use for important reasons (i.e. change of operation of DCP).

13.4 Change of Control. If Customer experiences a change of Control other than as part of an internal restructuring or reorganization (for example, through a stock purchase or sale, merger, or other form of corporate transaction), Customer shall give written notice to TA within 30 days after the change of Control.

13.5 Force Majeure. TA and its Affiliates shall not be liable for any delay or failure to perform any obligation under this Terms of Use where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.6 Representations and Warranties. Each party represents and warrants that (a) it has full power and authority to enter into this Terms of Use, and (b) it will comply with all laws applicable to its provision, receipt, or use of the DCP, as applicable.

13.7 Subcontracting. TA may subcontract obligations under this Terms of Use but will remain liable to Customer for any subcontracted obligations.

13.8 No Agency. This Terms of Use does not create any agency, partnership, or joint venture between the parties.

13.9 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Terms of Use.

13.10 Severability. If any part of this Terms of Use is invalid, illegal, or unenforceable, the rest of the Terms of Use will remain in effect.

13.11 No Third-Party Beneficiaries. This Terms of Use does not confer any benefits on any third party unless it expressly states that it does.

13.12 Equitable Relief. Nothing in this Terms of Use will limit either party's ability to seek equitable relief.

13.13 Amendments. Except as stated in Section 6, any amendment must be in writing, signed by both parties, and expressly state that it is amending this Terms of Use.

13.14 Entire Agreement. This Terms of Use sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Terms of Use, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Terms of Use. TA may provide an updated URL in place of any URL in this Terms of Use at any time.

13.15 Headers. Headings and captions used in the Terms of Use are for reference purposes only and will not have any effect on the interpretation of the Terms of Use.

13.16 Conflicting Languages. If this Terms of Use is translated into any language other than English, and there is a discrepancy between the English text and the translated text, the English text will govern unless expressly stated otherwise in the translation.

14. Definition

"Account" means account of DCP, which consists of Tenant and User Account.

"Account Administrator" has the meaning set forth in Section 1.

"Apps" has the meaning set forth in Section 1.

"App Provider" has the meaning set forth in Section 3.1.

"App Terms" has the meaning set forth in Section 3.1.

"Affiliate" means an entity that directly or indirectly Controls, is Controlled by, is under common Control with the Party.

"Company" or "Customer" has the meaning set forth in Section 1.

"Control" means possessing more than 50% of shares in an entity or the right to direct the management of entity.

"Data" has the meaning set forth in Section 4.1.

"DCP" has the meaning set forth in Section 1.

"Effective Date" has the meaning set forth in Section 1.

"TA" or "We" has the meaning set forth in Section 1.

"TA Apps" means Apps provided by TA or its Affiliates.

"TA Confidential Information" means all nonpublic information disclosed by TA, its Affiliates, business partners, or its or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. TA Confidential Information includes: (a) nonpublic information relating to TA or its Affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that TA is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and TA or its Affiliates. TA Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Terms of Use; (ii) can be shown by documentation to have been known to you at the time of your receipt from TA; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the TA Confidential Information.

"Tenant" has the meaning set forth in Section 2.1.

"Terms of Use" has the meaning set forth in Section 1.

"User" has the meaning set forth in Section 1.
"User Account" means account of DCP for User's use or manage of DCP and Apps and is made under the Customer Account to which the User belongs.
"you" has the meaning set forth in Section 1.

05/2024

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