

Terms and Conditions

Parties

This Agreement is made between the Parties as follows (and each shall be individually referred to as a Party):
 (i) (Accxia Group) with its registered office situated at 15 Newland, Lincoln, Lincolnshire, LN1 1XG (**Accxia/us/we**); and
 (ii) the Client (**Client/you**), whose details are set out in Schedule 1, Section A.

Definitions

In this agreement (Agreement), the following words and expressions shall, where the context so admits, is deemed to have the following meanings:

Agreement	this Agreement in its entirety, including all schedules and attachments.
Acceptance	means the earlier of (i) all Acceptance Criteria have been met; or (ii) signing of an Accxia acceptance form by the Client; or (iii) the use of the Deliverables by the Client in the normal course of business.
Acceptance Criteria	a list of criteria set out in Schedule 1, Section C that the Product must comply with prior to Acceptance
Agreed Specification	the specification for the Deliverables set out in Schedule 1, Section B.
Accxia Products, Software, Apps (used interchangeably)	Software in machine-readable object code form only developed for the Client by Accxia as a result of the Agreement; (ii) any scripts or other code developed by Accxia for the Client as the result of this Agreement; and (iii) Accxia's proprietary software in machine-readable object code form only; and including for the avoidance of doubt, any error corrections, updates, upgrades, modifications and enhancements to any of Accxia Software provided to the Client under this Agreement (as set out in Schedule 1 from time to time). For the avoidance of doubt, Accxia Software shall exclude any App Packs (being a group of related Apps which Accxia may sell separately from time to time under terms which shall not fall within the scope of this Agreement).
Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in Munich are open for business.
Confidential Information	means (a) any data disclosed or transferred by Client to Accxia including any Client data accessed by Accxia through its products and services; (b) each party's business or technical information, including but not limited to training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) the terms, conditions and pricing of this Agreement. Confidential Information does not include any information that, without Recipient's breach of an obligation owed to Discloser: (i) is or becomes generally known to the public; (ii) was known to Recipient prior to disclosure by Discloser; (iii) was independently developed by Recipient; or (iv) is received by Recipient from a third party. .
Commencement Date	the commencement date of this Agreement, as set out in Schedule 1.
Defect	an error in the Product that causes it to fail to operate substantially in accordance with the Agreement .
Deliverables	means anything delivered or to be delivered under this Agreement including but not limited to any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, documentation, Accxia Software, know-how or other works created or supplied by Accxia (whether alone or jointly) in the course of providing the Product .
Intellectual Property Rights	shall mean patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, technology infrastructure, database rights, rights in Confidential Information, and any other intellectual property rights, or other industrial or intellectual property rights together with any current applications for any registrable items of the foregoing, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Staff	means all persons employed by either party, as the context permits, to perform its obligations under this Agreement together with, without limitation, that party's employees, servants, partners, agents, suppliers and contractors used in the performance of its obligations under this Agreement.
System	the Client's hardware, software and network environment
Working Day	means eight hours of professional services time.

In this Agreement, the following rules apply:

- a. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b. A reference to a party includes its personal representatives, successors or permitted assigns;
- c. The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- d. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- e. A reference to one gender includes a reference to the other gender.
- f. The schedules to this Agreement form part of (and are incorporated into) this Agreement.
- g. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1. Scope

- 1.1 The following General License Conditions apply to any software, software products, products or Apps (hereinafter “products” or “software”) provided by Accxia Group Ltd or its subsidiaries (hereinafter “Accxia”).
- 1.2 These general license terms also apply if products developed by Accxia are sold by a third party and these license terms are included. These license terms must be accepted at the point of installation.
- 1.3 Any integration of Client's general terms and conditions is expressly rejected.
- 1.4 Accxia's products are aimed solely at businesses, legal entities under public law and special funds under public law and is not aimed at consumers.

2. Granting of Rights

- 2.1 Accxia offers its own products either as a paid for subscription version, as a free version or as a trial version. All licenses are local and non-exclusive. Licenses are not transferable.
- 2.2 In the case of a paid for subscription version, the software is available to the Client for a subscription fee. Use is limited in time, for a maximum of twelve months, and location, usually the (Atlassian) instance within which the product is installed. Restrictions on content or a variation of features can result from an individual contract or these general license conditions. The right of use is conditional on the full payment of the license fees. Subscription fees are based on an annual basis.
- 2.3 Free versions are made available for a limited time without an obligation to pay. The right of use is limited to one year after the acquisition of the license via the Accxia website or by other means. The right of use can be extended by purchasing a new license, which can also be free of charge.
- 2.4 Trial or test versions (used hereinafter interchangeably) are free but time-limited versions of the product that are otherwise offered as a paid for version. The use of test versions is limited to an agreed test period. The trial period begins upon the provision of the license key to use during the trial through Accxia (website or otherwise). Trial licenses can also be limited in terms of the number of permitted installations, the number of concurrent users and the amount of support provided by the Accxia team. If a trial license is granted as part of a Proof of Concept (PoC), Accxia will charge a fixed fee for its support. This fee will be offset against a subsequent purchase of a full subscription.
- 2.5 Licenses are generally granted for a limited number of simultaneous users. This means that the product may only be used simultaneously by the number of users provided for in the respective license. Use is determined by the installation of the license key, even if the software is not actually operated.
- 2.6 The Client is entitled to create a backup copy of the software and to duplicate the software as part of routine data backup procedures. This right of reproduction is limited to the minimum necessary.
- 2.7 Restrictions on local use may result from import and export regulations. The Client must obtain export and import permits independently. Accxia supplies its products ex works.
- 2.8 The licenses, whether free versions, trial versions or paid for subscription versions are non-transferrable.
- 2.9 The acquisition of a purchase version of the software can be linked to the simultaneous conclusion of a service and maintenance contract. The general terms and conditions for service and maintenance apply to these services.

- 2.10 These General License Terms also apply in full to any enhancements, updates, add-ons, online services, or other upgrades (“Enhancements”) to the product that Accxia, in its sole discretion, makes available. These Enhancements do not constitute standalone software but should be treated as part of the original software. Unless expressly agreed otherwise, the provision of Enhancements has no influence on any deadlines or rights under these general license terms. This does not apply to any upgrades to the product. Upgrades are completely new versions of the product that have changed functionality and are released as such by Accxia. Upgrades represent their own software version, the license for which must be installed separately, and may be subject to a separate purchase agreement, at Accxia’s discretion, if such upgrades are tailored to one Client, but deemed to be unmarketable.
- 2.11 It is not permitted to change, decompile, disassemble, edit or otherwise modify the software unless expressly permitted by Intellectual Property law. However, the Client is obliged to request the relevant information from Accxia before carrying out a decompilation in accordance with Intellectual Property law. The Client is only entitled to exercise his rights under Intellectual Property law, if Accxia does not provide the necessary information within a reasonable period of time.
- 2.12 If Accxia discloses the source code for software in whole or in part, the Client is only entitled to edit the source code for the purpose of remedying defects or adapting it to operational needs. Client may not make the edited source code or its compiled version available to any third party without Accxia’s prior consent. Client agrees to provide Accxia with copies of such source code modifications free of charge. Accxia is entitled to integrate such processing into the software, to further develop it, to transfer or make it accessible to third parties for a fee and to grant processing rights to third parties.

3. Third Party Software

- 3.1 The software provided by Accxia may also contain third party software. This is expressly pointed out in the context of the provision of the software. Additional license terms may apply to this third-party software, which are also referred to when the software is made available. As part of the inclusion of these general license conditions, the license conditions of third-party providers are therefore also included.
- 3.2 If the software contains open-source components that oblige the source code to be disclosed, this will be pointed out separately.

4. Support

- 4.1 Irrespective of the conclusion of any service and maintenance contract, Accxia offers the Client a support service for its product limited to the subscription period (usually twelve months).
- 4.2 Accxia will in a timely manner provide enhancements to the Software to remedy defects. The elimination of defects within certain periods is not covered by the support according to these license conditions.
- 4.3 Accxia will provide means of contact and will, at its discretion, assist the Client with problems installing or using the product.

5. New Feature Development

- 5.1 Client may request new features to the Product to be developed by Accxia. These features are enhancements to the functionality of the Product and are separate from Support.
- 5.2 Accxia will, in consultation with Client, agree a timetable and a fee for the development and implementation of the new features in the Product.
- 5.3 Accxia retains the intellectual property rights to the new features' code and, at its own discretion, may decide to publish the features in future versions of the Product.

6. License Fee and Term of Agreement

- 6.1 Accxia's prices are in the currency specified in Schedule A plus any packaging and shipping costs. Any shipping is ex works at the expense and risk of the Client. License fees are payable in advance.
- 6.2 The Client shall pay the Fees at the Rate set out under this Agreement in the currency stated according to the Payment terms set out in Schedule 1, Section D (Payment). Fees and Rates are stated net and therefore shall be subject to the addition of value added tax (VAT) and any other similar taxes, which UK Government legislation may apply to this agreement from time to time.
- 6.3 The Client must pay all invoices in the same currency as shown on the invoice.
- 6.4 Payments must be made by bank transfer to the relevant details set out on our invoices.
- 6.5 If Client does not pay in full within the Payment terms set out on the invoice, the outstanding amount due will be subject to the Late Payment of Commercial Debts (Interest) Act 1998. Client shall pay the interest together with the overdue amount. This clause shall not apply to payments that you dispute in good faith. No payment shall be deemed to have been made until Accxia has received such payment in cleared funds from the Client.
- 6.6 If Client disputes any invoice or other statement of monies due, then Client shall immediately notify us in writing. Each party will negotiate in good faith to attempt to resolve the dispute promptly. Accxia shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within 30 days of Client giving notice to us about the dispute, then the dispute shall be resolved through mediation or other forms of legal settlements, other than court proceedings or arbitration proceedings. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date in accordance with this Agreement.
- 6.7 Offsetting is only permitted with counterclaims recognised by Accxia or are legally established. The retention of payments by the Client due to counterclaims from other contractual relationships is excluded in any case.
- 6.8 If payment in instalments has been agreed, the entire remaining amount is due for immediate payment as soon as the Client is in arrears with two instalments, either in whole or in part.
- 6.9 The term (**Term**) of this Agreement shall commence on the Commencement Date and, shall remain in full force and effect for an initial period of one year. This Agreement will automatically renew for a period of one year on each subsequent anniversary of the Commencement Date unless terminated by either party the following reasons (**Termination**): (a) upon providing a written notice of non-renewal no later than 30 day prior to the expiration of the initial Term or any renewal Term; or (b) either party breaches a material provision of this Agreement and the defaulting party fails to cure such breach within fifteen (15) days after receipt of written notice of breach from the non-

defaulting party. In the event Client terminates this Agreement in accordance with Section 6.9(b), it shall be entitled to a pro-rated refund for any payments made towards products and services not provided by Accxia.

7. Protection and Audit Rights

- 7.1 The software contains technical protective measures within the meaning of Intellectual Property law, which are designed to ensure compliance with the license conditions. These technical protective measures may not be changed or influenced in any way by the Client.
- 7.2 It is possible that these protective measures will periodically inform Accxia of the number of concurrent users and compliance with other license restrictions. Accxia reserves the right to disable the software should the Client fail to comply with the license restrictions, other than inadvertently. In addition, Accxia may deactivate the software upon expiration of the license or subscription periods.
- 7.3 Client authorises Accxia to conduct an annual review of Client's use of the Product and the Third-Party Software contained therein. Accxia will provide at least 30 day prior notice of such review. Alternatively, the Client is entitled to provide an affidavit from his tax auditors who certify the proper use of the software. This insurance must be submitted no later than 90 days after a corresponding request.
- 7.4 However, this does not apply to a violation of these general license conditions. In addition, Accxia reserves the right to notify third party software owners of any violation of their terms of use.
- 7.5 If it is determined during an examination that the software is not being used in accordance with the contract, the Client shall bear the costs of the examination and must pay any additional license fee immediately with a surcharge of 100% on the license fee.
- 7.6 Accxia is entitled to withdraw from the contract or to terminate it if the Client materially violates the provisions of these license terms with gross negligence or intentionally or if the Client does not stop violating the contract within 14 days despite a corresponding request. There is no need to set a deadline in the case of obvious intentional breaches of contract.

8. Liability & Warranty

- 8.1 Without prejudice to clause 8.1, neither party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any: loss of profit; or loss of contract; or loss or depletion of goodwill; or loss of business; or loss of business opportunity; or loss of use; or loss of revenue; or loss of saving (anticipated or otherwise); or loss or corruption of data or information except if occurring through a violation of Section 10 (Confidentiality); or special, indirect or consequential damage or pure economic loss; costs; damages; charges; or expenses; suffered by the other party that arises under or in connection with this Agreement.
- 8.2 Accxia is liable for damage due to injury to life, body and health as well as due to claims under the Product Liability Act.
- 8.3 Accxia's warranty for the Product is limited to 90 days after the Commencement Date. Any statutory deadlines apply to claims for damages resulting from intentional or grossly negligent behavior.

- 8.4 The warranty is initially limited to the choice of Accxia to remedy the defect. Subsequent performance shall be deemed to have failed if the rectification is unreasonable for Accxia or the rectification is refused. If the rectification fails or is refused, the client is entitled to withdraw from the contract without any further payment obligations. Additionally, Client shall be entitled to a pro-rated refund for any payments made towards products and services not provided
- 8.5 In the event of defects in title, Accxia is entitled either to acquire the necessary rights for the continued use of the software by the Client from the rights holder at its own expense or to change the software in such a way that the rights of third parties are no longer violated, insofar as this affects the functionality of the software is not restricted. If Accxia is unable to do both, the parties can terminate the contract or withdraw from the contract with a pro-rated refund for any payments made towards any products and services not provided.
- 8.6 In the event of software defects, Accxia is entitled, instead of remedying the defect, to offer a reasonable workaround in the form that the software can be used in a different way despite the defect ("workaround"). Accxia will then ensure that the defect is remedied within a reasonable period of time.

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights existing prior to the Commencement Date of this Agreement (collectively "pre-existing rights/tools") will remain with and belong to the party that owned such rights immediately prior to such commencement.
- 9.2 The Client acknowledges and agrees that Accxia and/or its licensors own all Intellectual Property Rights in the Product and any subsequent feature enhancements. Except as expressly stated herein, Accxia does not grant to the Client any right or title to, or in, its Intellectual Property Rights, or any other rights or licences in respect of the Deliverables.
- 9.3 Accxia hereby grants to the Client a non-exclusive and non-transferable licence to use the Intellectual Property Rights in the Product, such licence to be used strictly in accordance with this Agreement only (Use). The Client shall not be entitled to use the Intellectual Property Rights in the Deliverables for any other purpose than the Use, including, without limitation, that the Client shall have no right to: copy; translate; reproduce; reverse engineer; decompile; disassemble; create derivate works; sell; rent; lease; transfer; assign; sub-licence; make any representations; warranties or guarantees in, about or with regard to the Intellectual Property Rights in the Product(s) in whole or part.

Accxia shall defend Client, at its expense, from claims, demands, suits, or proceedings made or brought against Client by a third party ("Claims") alleging that the use of the products and services as contemplated hereunder infringes such third party's Intellectual Property Rights and shall indemnify and hold Client harmless against any loss, damage or costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses"); provided that Client : (a) promptly gives written notice of the Claim to Accxia (although a delay of notice will not relieve Accxia of its obligations under this section); and (b) gives Accxia sole control of the defense and settlement of the Claim (although Accxia may not settle any Claim unless it unconditionally releases Client of all liability). Accxia shall have no liability for Claims or Losses to

the extent arising from: (i) modification of the products and services by Client; or (ii) use of the products and services in a manner inconsistent with the Agreement.

10. Confidentiality.

- 10.1 Each party (a "Recipient") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) to not disclose or use any Confidential Information of the other party (a "Discloser") except as reasonably necessary to perform Recipient's obligations or exercise Recipient's rights pursuant to this Agreement or with the Discloser's prior written permission. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers bound by confidentiality obligations at least as restrictive as those in this section. Discloser shall have the right to seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.
- 10.2 Accxia shall maintain appropriate administrative, physical and technical safeguards in accordance with industry standards for the security, confidentiality, and integrity of Confidential Information. Confidential Information shall only be used to provide the products and services in accordance with this Agreement. Accxia shall inform Client promptly, but no later than 72 hours, after discovery of an unauthorized access, use or disclosure of Confidential Information.

11. Termination

- 11.1 The term of the free versions and the trial versions ends without the need for a notice of termination. Termination for good cause remains unaffected.
- 11.2 At the end of the license agreement, the Client must immediately stop using the software and completely delete all copies of the software. This also applies to any edits to source code made available by Accxia.

12. General

- 12.1 This Agreement, and its Schedules constitute an entire agreement between the Parties in respect of the matters dealt with therein.
- 12.2 Each party confirms that, in agreeing to enter into this Agreement, it has not relied on any statement, assurance, warranty or representation save insofar as the same has expressly been made a statement, assurance, warranty or representation herein.
- 12.3 Unless both parties agree in writing, this Agreement may not be changed or extended.
- 12.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.5 Unless specifically provided otherwise, rights and remedies arising under this Agreement are cumulative and do not exclude rights and remedies provided by law.
- 12.6 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision

shall apply with the minimum modification necessary to make it legal, valid and enforceable and to give effect to the commercial intention of the Parties.

- 12.7 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 12.8 Any notice given under this Agreement shall be in writing and shall be delivered by email, or sent by pre-paid first class post or recorded delivery post to the address of the party set out at the start of this Agreement. A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- 12.9 Neither party may assign or transfer or sub-contract any of its rights, benefits or obligations under this Agreement without the prior written consent of the other party, provided that either party may assign, transfer or sub-contract its rights and obligations under this Agreement to another member of its group.
- 12.10 The Client recognises that the provision of our Products to you may, from time to time, be adversely affected by events outside our reasonable control (Force Majeure Event) and so we will not be liable to you for any breach of this Agreement, which arises because of any circumstances that we cannot reasonably be expected to control. If a Force Majeure Event persists for more than 30 Business Days, either party may terminate this Agreement and all payments due to the date of Termination shall become immediately due and payable.
- 12.11 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the Laws of England and Wales.
- 12.12 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

13. Final Provisions

- 13.1 The client is not entitled to assign claims from a contract concluded with Accxia.
- 13.2 Accxia is entitled to use the Client as a reference Client using his company logo and name subject to the Client's prior written consent.

As of August 2025