

General Terms and Conditions for Content Providers

LeanIX GmbH, Friedrich-Ebert-Allee 37-39, 53113 Bonn ("SAP LeanIX") offers a web-based Enterprise Architecture Management (EAM) software ("**Software**") that enables customers to efficiently capture and manage their IT inventory, analyse processes and costs (reporting), and collaborate across functions in a team.

Within the framework of the Software workspaces, LeanIX enables third parties ("**Content Providers**") to publish their own content on the LeanIX Store, such as but not limited to text, images, photographs, graphics, audio and video, reports, surveys, data, code, and software with which content providers can supplement the functions of the Software ("**Third-Party Content**").

These General Terms and Conditions for Content Providers ("**GTC**") regulate the provisioning of Third-Party Content by Content Providers within the framework of the LeanIX Store in the relationship between the Content Provider and LeanIX.

1. Object and conclusion of the contract.

- 1.1 These GTC apply to the publication of Third-Party Content in the LeanIX Store by Content Provider. Any general terms and conditions of the Content Provider do not become part of the GTC and LeanIX expressly rejects any other terms that have not been agreed herein.
- 1.2 The use of the LeanIX Store is only offered to entrepreneurs in the sense of Section 14 German Civil Code (BGB): Entrepreneurs are natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or independent professional activity when concluding these GTC. The LeanIX Store is NOT available for consumers, but solely for merchants/corporations requires an existing LeanIX Software.
- 1.3 These GTC come into being either through mutual signing of a contract document that refers to these GTC, or through acceptance of these GTC by Content Provider with the publication of Third-Party Content in the LeanIX Store.

2. Services by LeanIX

- 2.1 LeanIX provides Content Provider with access to the LeanIX Store and enables Content Provider to post Third-Party Content for publication in the LeanIX Store. In addition, Content Provider has the option of announcing Third-Party Content for future publication ("**Preview**") without already offering it to End Users for use.
- 2.2 The LeanIX Store is an online intermediation service allowing Content Providers to publish their Third Party Content for users of the Software that are interested in the Third-Party Content ("**End User(s)**"). If an End User decides to purchase Third- Party Content from Content Provider via the LeanIX Store, an agreement shall be directly concluded between Content Provider and the End User for the license, use and/or purchase of the respective Third-Party Content. LeanIX is not part of this contractual relationship and Content Provider shall keep SAP LeanIX harmless from any damages arising therefrom.
- 2.3 LeanIX shall provide Content Provider with free of charge access to the Software, including a workspace exclusively for development purposes for the duration of the

GTC and grants Content Provider shall have the non-exclusive right to use the Software exclusively for development purposes. Content Provider shall not use the Software for any other purpose, in particular but not limited to for production purposes, for own projects, and shall not allow access to any third party.

- 2.4 LeanIX may, but is not obliged, to check the Third-Party Content before publication to the LeanIX Store. In addition, LeanIX reserves the right to refuse publication of Third-Party Content at its own discretion or to delete already published Third-Party Content permanently or temporarily from the LeanIX Store.
- 2.5 The use of the LeanIX Store by Content Providers as well as the provisioning of Third-Party Content is free of charge for both parties. Nevertheless, LeanIX reserves the right to provide in the future payment for Third Party Content in the LeanIX Store, in particular to offer Content Provider the possibility to offer Third-Party Content against payment in the LeanIX Store. In this case LeanIX shall provide Content Provider with a updated or supplemented version to these GTC.
- 2.6 The average annual availability of the LeanIX Store is 98%. Excluded from this availability is any necessary planned maintenance work, as well as disturbances which are beyond the reasonable control of LeanIX, such as force majeure events. LeanIX will inform Content Provider about planned maintenance work in writing if possible. However, LeanIX expressly reserves the right to carry out unannounced maintenance work if necessary, especially if such maintenance is necessary for data and operational security of the Software or the LeanIX Store.
- 2.7 LeanIX performs daily data backups of the LeanIX Store as well as the Third-Party Content stored by Content Provider. Such backups are kept for at least 30 days. An individual check of the correctness and completeness of the data backups does not take place and is not owed by LeanIX.
- 2.8 Content Provider agrees that LeanIX may commission subcontractors as vicarious agents to render services in connection with the LeanIX Store.
- 2.9 LeanIX reserves the right to extend and further develop the functional scope of the LeanIX Store or to change the functional scope of the LeanIX Store at any time to any extent or to discontinue the LeanIX Store completely at its own discretion.
- 2.10 LeanIX grants Content Provider a non-exclusive, non-transferable, non-sublicensable, revocable, limited use license to access the Application Programming Interfaces ("API"), to create new reports, surveys, applications or other Third Party Content that complements the Software. LeanIX is entitled to offer new version of the API as it deems fit at its sole discretion. Older versions of the API can be published in text form after timely announcement. THE API ACCESS IS PROVIDED TO THE CONTENT PROVIDER "AS IS", WITHOUT ANY WARRANTY, ESCROW, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER ON THE PART OF LEANIX. LEANIX MAKES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF SALE OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, LEANIX DOES NOT WARRANT THAT THE SOFTWARE WILL BE AVAILABLE UNINTERRUPTED, ERROR FREE, OR PERMANENTLY AVAILABLE. YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE API AND THE SOFTWARE, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, AND UTILITY IN A PRODUCTION ENVIRONMENT.

- 2.11 LeanIX is entitled to block the access of Content Provider to the LeanIX Store, if:
- a) there are indications that the log in credentials or access data of Content Provider has been or will be misused or that the log in credentials access data have been or will be transferred to an unauthorized third party or that the log in credentials or access data will be used by more than one natural person;
 - b) there are indications that third parties have otherwise gained access to Content Provider 's log in credentials or access data to the LeanIX Store or Software;
 - c) the blocking is necessary for technical reasons per discretion of LeanIX;
 - d) LeanIX is legally, judicially or in other way officially obliged to block the access of Content Provider;
 - e) Content Provider has provided false or invalid contact data and communication between LeanIX and the Content Provider is no longer possible.
- 2.12 LeanIX may decide to announce the blocking to the Content Provider at the latest three working days before the blocking takes effect in text or written form, as far as the announcement is reasonable under consideration of the mutual interests and compatible with the purpose of the blocking.

3. Intellectual Property

- 3.1 LeanIX or its licensors retain all ownership and intellectual property rights in the APIs, LeanIX Store and Software. Content Provider may not: a) remove or modify any marks or proprietary notices of LeanIX, b) provide or make the APIs, access to LeanIX Store or Software available to any third party, c) assign these GTC or give or transfer the APIs, LeanIX Store or Software or an interest in them to another individual or entity, d) decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the APIs or Software, (e) create derivative works of or based on the APIs or Software, (f) use any LeanIX name, trademark or logo, or (g) use the APIs to modify existing Software or other LeanIX product functionality or to access the Software or other LeanIX products' source code or metadata. Subject to LeanIX's underlying rights in any part of the APIs, LeanIX Store or Software, Content Provider retain all ownership and intellectual property rights in Content Provider's Third-Party Content.

4. Duties of Content Provider

- 4.1 Content Provider grants LeanIX a simple, temporally and locally unrestricted, transferable and sub-licensable right, free of charge, to store and make available the Third-Party Content in the LeanIX Store for access and use by End Users, including but not limited to reproduce Third-Party Content for the purposes of these GTC and to make it publicly accessible in the LeanIX Store.
- 4.2 The Content Provider has a sole responsibility of providing the design and description of Third-Party Content on the LeanIX Store. In particular, Content Provider must ensure that any essential information about the Third-Party Content is made available to End Users, such as but not limited to the essential product features, restrictions in functionality, any risk warnings, etc. Content Provider must also ensure that all necessary information about the Third-Party Content is made available to End Users.
- 4.3 Content Provider is solely responsible for the technical operability of all Third-Party Content provided by him with the Software, and guarantees LeanIX such correct

operability. In particular, Content Provider is obliged to comprehensively test all Third-Party Content before posting it in the LeanIX Store and to ensure that it does not pose any danger to the operation or security of the Software offered by LeanIX.

- 4.4 The Content Provider is obliged to correct errors in the Third Party Content promptly and to provide an updated versions of the Third-Party Content in the LeanIX Store. If an error may impair the operation of the Software or the LeanIX Store, the Content Provider is obliged to correct this immediately upon becoming aware or to remove the Third-Party Content immediately from the LeanIX Store and inform LeanIX without undue delay.
- 4.5 It is the responsibility of the Content Provider to obtain any necessary rights before posting the Third Party Content in the LeanIX Store in a way that provides evidence. LeanIX is entitled to demand proof of the necessary rights from Content Provider.
- 4.6 Content Provider guarantees that all contents, including but not limited to Third Party Content, posted by him in the LeanIX Store will comply with all applicable legal regulations and do not violate any rights of third parties.
- 4.7 All reports provided by the Content Provider must be based on the standard data model provided by LeanIX. Content Provider is aware that any unauthorized deviation may result in damage to End Users.
- 4.8 Content Provider is prohibited from publishing on the LeanIX Store (a) advertising or (b) any content (such as malware) that could compromise the security of LeanIX, the LeanIX Store or the Software. This includes in particular not recognizable or the function of the Third Party Content not mandatory transmission of data of any kind and any attempt to bypass security measures of LeanIX. For clarity, naming the Content Provider's company name, its services and its contact data shall not be considered as advertising.
- 4.9 Content Provider warrants that the Third-Party Content uploaded to the LeanIX Store (a) does not and will not contain any malware, advertising or security endangering contents; (b) enable the bypassing or circumventing of LeanIX's license restrictions and/or provide users with access to the Software to which such users are not licensed; or (c) permit mass data extraction from a LeanIX product to a non-LeanIX product, including use, modification, saving or other processing of such data in the non-LeanIX product; (d) unreasonably impair, degrade or reduce the performance or of the LeanIX Software.
- 4.10 Making available Third Party Contents on the LeanIX Store that allow for the collection or processing of personal data by third parties shall be subject to the prior written consent of LeanIX. LeanIX can give its consent at its sole discretion or make it dependent on conditions, in particular the conclusion of necessary contractual agreements.
- 4.11 Content Provider will fully indemnify, hold harmless and defend LeanIX against law suits based on any claim: (a) that any Third-Party Content created by Content Provider infringes or misappropriates any patent, copyright, trademark, trade secrets, or other proprietary rights of a third party, or (b) related to Content Provider alleged violation of the terms of these GTC; (c) related to the distribution and use of Third-Party Content by Content Provider in the LeanIX Store or because of a violation of Content Provider against a warranty agreed in these GTC. This also includes reasonable legal defence costs and expenses not limited to the statutory and legal fees. LeanIX will

inform Content Provider immediately about claims asserted by third parties and provide the information and documents necessary for defence on request. In addition, LeanIX will either leave the defence to Content Provider or carry it out in consultation with the Content Provider. LeanIX will neither recognize nor indisputably place claims asserted by third parties without consultation with Content Provider. The provisions of this paragraph shall apply mutatis mutandis to contractual penalties as well as official or judicial fines and administrative orders, insofar as Content Provider is responsible for them.

5. Term and termination

- 5.1 These GTC are concluded for an indefinite period and may be terminated by either party with two (2) weeks' prior written notice to the other party.
- 5.2 The usability of Third Party Content that the Content Provider has already made available to End Users remains unaffected by the termination of these GTC. In particular, LeanIX is entitled to continue to use such Third-Party Content, which Content Provider has already made available to End Users prior to termination of the contract, for this purpose.
- 5.3 Third-Party Content which Content Provider expressly provides to End Users on a subscription basis for a limited period of time is excluded from further usability in accordance with Section 4.3 It is the responsibility of Content Provider to inform the End Users in good time about the termination of the contract and to dissolve the contractual relationship between Content Provider and the End Customers. In the event that these GTC are terminated due to termination without notice by one of the parties, LeanIX reserves the right to retain the Third-Party Content for a transitional period of twelve (12) months after termination of the contract for end customers to whom Content Provider had already made the Third-Party Content available prior to termination of these GTC.

6. Limitation of Liability

- 6.1 Irrespective of the legal reasons, LeanIX shall only be liable for damages under these GTC if such damages can be claimed under the German Product Liability Act, or are caused by intentional misconduct and gross negligence as well as for damages resulting in personal injury. In all other cases, neither LeanIX nor its employee, agents and subcontractors shall be liable for any kind of damage or claims hereunder.
- 6.2 Content Provider is liable for all damages caused intentionally or negligently.
- 6.3 The liability of the parties for guarantees given and for claims based on the Product Liability Act remains unaffected.

7. Amendments to the General Terms and Conditions

- 7.1 These GTC may be amended by LeanIX as described below: LeanIX transmits the changed conditions in writing before the planned at least 15 days prior to their entry into force. Content Provider shall be entitled to reject the amended terms prior to their entry into force. If no objection is provided, then the amendment is considered as agreed. If an objection is submitted, Content Provider shall provide its reasonable grounds for the objection, and LeanIX shall review and discuss in good faith the objection. If LeanIX and Content Provider cannot agree on the amendments, Content

Provider shall have the right to terminate the Content Provider Agreement in accordance with Section 5 above. LeanIX will separately point out this legal consequence to Content Provider at the beginning of the period, i.e. the right of objection, the objection period and the meaning of silence.

8. Final Provisions

- 8.1 Amendments to these GTCs must be made in writing.
- 8.2 The set-off against claims of LeanIX is limited for Content Provider to counterclaims, which are undisputed or legally awarded or which are in a synallagmatic relationship to the respective claim concerned.
- 8.3 If these GTC are made available to Content Provider in two languages, the contractually binding language shall be English. In this case, translations into other languages are provided only for convenience and are not legally binding.
- 8.4 The law of the Federal Republic of Germany shall apply to these GTC. The UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions shall be explicitly excluded.
- 8.5 The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC shall be Cologne, Germany.