

1. SCOPE OF THE GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions for Software-as-a-Service ("**General Terms and Conditions**") apply to the Cloud Services. The Parties are entering into one or more order forms (the "Order Form") and, where applicable, an Addendum.
- 1.2 The agreement between the Parties shall consist of and have the following order of precedence: (1) Addendum, (2) Order Form, (3) Product Specific Terms and Conditions For Software-as-a-Service ("**Product Specific Terms and Conditions**"), (4) these General Terms and Conditions including Appendixes, (5) Data Protection Agreement (if applicable) and (6) The BearingPoint Standard Terms and Conditions for IT Services ("**IT Services Terms and Conditions**") (if applicable) (altogether: "**Agreement**").
- 1.3 The Software, which enables the Cloud Service under the Agreement, is owned or licensed by BearingPoint and is based and hosted on a Platform provided by Platform Provider stipulated in the Order Form. Client wants to use the Cloud Service.

2. PROVISION OF SYSTEMS AND SERVICES

2.1 Services

- 2.1.1 **Service description:** The Cloud Service offers the functionality described in the Order Form.
- 2.1.2 **Cloud Service language and units:** The Cloud Service operates with the following languages: English. Other languages are available upon request and upon additional payment. As a default, the Cloud Service uses the metric system. Other units are available upon request and upon additional payment.
- 2.1.3 **Data Centre:** The Data Centre will be located as stipulated in the Order Form.
- 2.1.4 **Functionality change:** BearingPoint may at its discretion change the functionality of the Software or change the Platform used at any time. However, this shall not materially change and/or diminish the Cloud Services and/or degrade the functionality of the Software during a Subscription Term.
- 2.1.5 **Future functionality:** Client's order of the Cloud Service is neither contingent upon the delivery of any future functionality nor dependent upon any oral or written comment, including any roadmaps, with respect to future functionality.
- 2.1.6 **Suspension:** BearingPoint may, at its reasonable determination, suspend Client's use of the Cloud Service or a portion thereof, if and to the extent BearingPoint can substantiate that the continued use of the Cloud Service may result in harm to the Cloud Service other Clients, the rights of third parties, or violate the terms of section 3. Unless BearingPoint believes an immediate suspension is required, BearingPoint will provide reasonable notice before suspending the Cloud Service. BearingPoint will suspend the Cloud Service only to the extent reasonably necessary.
- 2.1.7 **Non-BearingPoint Products:** Where Client requests the provision of Non-BearingPoint Products in an Order Form, BearingPoint may make Non-BearingPoint Products available to Client through Client's use of the Cloud Services. Non-BearingPoint Products are subject to these General Terms and Conditions, including the Addendum and the Product Specific Terms and Conditions. Client's use of Non-BearingPoint Products shall be subject to the end user license agreement, license terms, service and/or privacy terms, as applicable and as specified in the Addendum, which shall in case of conflicts prevail to the terms of these General Terms and Conditions and the Product Specific Terms and Conditions.

3. CLIENT OBLIGATIONS

- 3.1 **Cooperation:** Client will perform the Client Obligations as defined in the Agreement and/or in the Order Form in accordance with the Agreement. Client will provide BearingPoint with all necessary cooperation and access to information as may be required by BearingPoint to perform its obligations.

- 3.2 **Access limitation:** In case that removing any Client Data or the access of a User or Client to the Cloud Service can solve a potential violation of the Agreement, Client shall do so without undue delay. BearingPoint shall be entitled for respective action and shall inform Client without undue delay.
- 3.3 **User access:** Client and User are obliged to keep the User identification and password confidential and to avoid that it may be lost or obtained by third parties. Users are to be placed under an obligation by the Client to maintain the confidentiality and care in their handling of the User identification and password, during and beyond the termination of their contracts with the Client or Client's Affiliated company. If the User identification data is lost, Client will notify BearingPoint without delay in writing or in electronic form. BearingPoint will block the respective User's access without delay upon receipt of such notification. The access will only be released upon a written application by the Client to BearingPoint.
- 3.4 **Data processing:** Client acknowledges that and to the extent required by law, Client shall notify the individual Users of the Cloud Service that their data may be processed and may be provided for the purpose of disclosing it to law enforcement or other governmental authorities and Client shall obtain the Users consent to the same. Client and its Users must comply with all applicable laws and regulations applicable to their use of the Cloud Service, including laws related to privacy, Personal Data, biometric data, data protection, data security and confidentiality of communications. Client is responsible for responding to any request from a third-party regarding Client's use of the Cloud Service, such as a request to remove content under any applicable laws.
- 3.5 **Defect reporting:** Client shall report any defect of the Cloud Service to BearingPoint without undue delay in writing; in case of material defects submitting a detailed description of the defect or, if this is not possible, of the symptoms of the defect, and, upon BearingPoint's request, any useful information available to Client for rectification of the defect.
- 3.6 **Additional software:** Client shall be responsible for any additional software, migration tool, or third-party product not licensed hereunder that is needed to use or integrate with the Cloud Services. Client is responsible to provide technical support for interfaces, or any additional software in Client's responsibility on which BearingPoint is dependent to provide the Cloud Service for Client.
- 3.7 **Key User:** Client shall identify at least one Key User. In case of incidents, Client shall make reasonable efforts to explore self-help tools to find already documented solutions.
- 3.8 **Client contribution:** For BearingPoint to be able to provide the Cloud Services described in the Agreement, Client shall provide the cooperation and technical requirements, including support services for the relevant Client's IT systems free of charge.
- 3.9 **Parameter changes:** Recommendations generated by the Cloud Service and based on the parameters agreed with the Client must be checked and explicitly approved by the Client before a productive use. BearingPoint does not assume liability for the correctness, appropriateness, completeness, or fitness for purpose of the recommendations generated by the Cloud Service.
- 3.10 **Purpose of use:** Client shall use the Cloud Service only for its business and will (a) be responsible for Users' compliance with the Agreement and Users' acts and omissions, (b) be responsible for the quality and legality of Client Data and the means by which Client acquired Client Data, (c) use commercially reasonable efforts to prevent unauthorised access to or use of Cloud Service, and notify BearingPoint promptly of any such unauthorised access or use, and (d) shall be solely responsible for determination of the suitability of the Cloud Service and its results for Client's needs.
- 3.11 **Restrictions:** Client and Users must follow all technical limitations of the Cloud Service and cannot bypass them. Use of the Cloud Service must comply with all applicable laws, and Clients must not encourage or assist violations of these terms. Client shall be responsible for its User's compliance with this section. A User's access credentials may not be shared with any other individual, Technical Users are not granted, and direct access to the software through application programming interfaces or otherwise is not permitted. Client shall not, and shall ensure that all Users or any third party contractor of the Client do not: (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Software or Cloud Service (to the extent such restriction is permitted by law); (b) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous invasive of another's privacy right or right of publicity, or racially or ethnically objectionable or infringe the intellectual property rights of any entity or person by using the Cloud Service; (c) interfere with or disrupt the Software or Cloud Service, or other equipment or

networks connected to the Software or Cloud Service; (d) sell, resell, license, sublicense, distribute, rent or lease or use the Cloud Service or BearingPoint Material in the operation of a service bureau, outsourcing or time-sharing service; (e) circumvent or disclose the user authentication or security of the Cloud Service or any host, network, or account related thereto or permit direct or indirect access to or use to the Cloud Service in a way that circumvents a contractual usage limit; (f) access, copy the Software or Cloud Service or any part, feature function or user interface thereof for the purpose of building a competitive product or service; (g) permit access to the Software or Cloud Service or BearingPoint Material by a direct competitor of BearingPoint; or (h) make any use of the Cloud Service or BearingPoint Material that violates any applicable local, state, national, international or foreign law or regulation, or (i) violate the rights of others; (j) spam or distribute malware; (k) use the Cloud Service in a ways that could harm the Cloud Service or impair anyone else's use of it; (l) interfere with or disrupt the integrity or performance of the Software; (m) use any application programming interface to access the Software or retrieve data from it other than those made explicitly available by BearingPoint or (o) use Open Source Software in connection with the Cloud Service in any manner that requires BearingPoint, that any BearingPoint or Platform Provider software or other material be (1) disclosed or distributed in source code form, (2) made available free of charge, or (3) modifiable without restrictions, e.g. pursuant to the license applicable to Open Source Software (p) assist or encourage anyone to do any of the above. Client will not otherwise use or carry out any other acts restricted by the copyright or protected by the IPR in the Software or Cloud Service except as expressly licensed and permitted under and in accordance with the term of this Agreement.

- 3.12 **Access to Cloud Services:** The access to the Cloud Service is subject to the restrictions defined under section 11.5. If the User is located outside the EU/EEA or United Kingdom, there may be delays in the provision of services. If Users use the Cloud Service from China or Thailand, Client acknowledges and accepts that the Cloud Service is provisioned at the location of Platform Provider's data centre outside China or Thailand and it is Client's obligation to ensure that Users accessing and use of the Cloud Service complies with all applicable laws, including without limitation, local laws in China and Thailand. Notwithstanding anything else in the Agreement, Client is solely responsible for obtaining and maintaining internet connectivity to the Cloud Service. For the avoidance of doubt, neither Platform Provider nor BearingPoint provide any form of telecommunication service under the Agreement (and any representation or warranty to such effect is expressly disclaimed).

4. **THIRD PARTY PROVIDER TERMS AND CONDITIONS**

- 4.1 **Contractual relation:** Client acknowledges that BearingPoint uses the services of different third-party providers, such as Platform Provider. However, the contracting parties shall only be Client and BearingPoint and Client hereby acknowledges that such third party provider shall not be liable vis-à-vis Client for any damages Client may incur with respect to the Cloud Service and Client hereby waives the right to take legal action and/or make (financial) claims against such third party provider with respect to the (use of the) Cloud Service itself.
- 4.2 **Platform Provider termination:** Client acknowledges that Platform Provider reserves the right to terminate the Platform services at any time during the term of the Agreement. In that case, BearingPoint will promptly notify Client of the termination. BearingPoint will use reasonable efforts to replace the platform provider. If such efforts fail within reasonable time BearingPoint shall be entitled to terminate the Agreement with effect to the date on which the Platform Provider stops providing the service.
- 4.3 **Changes:** In addition to the terms of the Agreement, the use of the Platform or other third party provider services is subject to the third party provider terms and conditions, which are subject to change, and Client acknowledges that BearingPoint is limited in the provision of its services by the provisions of such third party provider terms and conditions. BearingPoint reserves the right to change the terms of the Agreement and the Cloud Services to reflect any change to the third-party provider terms and conditions or as mandated by applicable law. In the event of any material change, BearingPoint will give Client reasonable prior written notice setting out the scope and contents of the change and the impact of the same. If in the reasonable opinion of Client such changes will materially impair the functionality of the Cloud Services, then the Parties shall discuss in good faith a resolution to such impairment. If such efforts fail within reasonable time and BearingPoint is no longer able to provide the Cloud Services as agreed herein BearingPoint shall be entitled to terminate the Agreement.
- 4.4 **Data processing:** With respect to the processing of Client Data third party provider, Platform Provider may collect, use, transfer, disclose and otherwise process Client's Data.

- 4.5 **Export Regulations:** Third party provider products, software, services, and technology may be subject to U.S. export jurisdiction. All parties must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments.

5. ADDITIONAL SERVICES

- 5.1 **Additional Services:** If Client requires BearingPoint to provide additional services in connection to the Cloud Services, such as technical set-up, interfaces, trainings or other IT-consultancy services, it may request BearingPoint to do so and BearingPoint will endeavour to provide them subject to a Statement of Work under the IT Services Terms and Conditions. The proprietary rights of any developments and deliverables arising remain with BearingPoint. Client keeps non-exclusive user rights as far as these are required to use the additional services.
- 5.2 **Fees for IT Services:** The remuneration for any IT Services provided by BearingPoint is not included in the fees for the Cloud Services.

6. FEES AND PAYMENT

- 6.1 **Right to suspend:** If any charge owing by Client is overdue 30 calendar days or more, BearingPoint may, without limiting its other rights and remedies, suspend access to Cloud Service until such amounts are paid in full.
- 6.2 **Tax:** All BearingPoint's fees mentioned or charged do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, and sales tax assessable by any jurisdiction whatsoever (collectively "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder. If BearingPoint has the legal obligation to pay or collect Taxes for which Client is responsible under this section, BearingPoint will invoice Client. If Client has the legal obligation to pay or collect Taxes for which BearingPoint is responsible under this section, Client will notify BearingPoint and will pay any additional amount necessary to ensure that the net amount BearingPoint receives, after any deduction and withholding, equals the amount invoiced. At the request of Client, BearingPoint provides with a valid tax certificate from the appropriate taxing authority to benefit from lower withholding tax rates applied in a tax treaty. For the avoidance of doubt: BearingPoint is solely responsible for taxes assessable against it based on its income, property, and employees.
- 6.3 **Payment Terms:** The payment terms shall be defined in the Product Specific Terms and Conditions and the respective Order Form.
- 6.4 **Fee increase:** Fees are laid out in the Order Form. Unless otherwise stated in the Order Form, the fees are valid during the agreed Subscription Term. An annual price increase is agreed as specified in the Order Form.
- 6.5 **Fee details:** Unless otherwise stated in the Order Form, the fees are (a) stated in Euros, (b) non-cancellable and fees paid are non-refundable (except if the Agreement is terminated as stated in the Product Specific Terms and Conditions), (c) quantities purchased cannot be decreased during the relevant subscription term. Client is responsible for providing complete and accurate billing and contact information to BearingPoint and shall promptly notify BearingPoint of any changes to such information. Client shall have no right to withhold or reduce fees or set off any amount for alleged defects.

7. Proprietary Rights, IP of BearingPoint and Platform Provider, Grant of usage

- 7.1 **Proprietary Rights:** BearingPoint reserves all rights, titles and interests in any Intellectual Property Rights embedded in and/or in relation to the Software, Cloud Service and all BearingPoint Material as well as regarding any improvements and derivative works thereto. Platform Provider reserves the same rights regarding the Platform.
- 7.2 **Rights granted:** BearingPoint grants Client a limited, non-exclusive, non-transferable, non-assignable right to use the Cloud Service in accordance with the terms and purposes of the Agreement for the duration as set out in the Order Form. If necessary, for using the service, BearingPoint grants Client a limited, non-exclusive, non-transferable right to use BearingPoint Material in connection with the use of the Cloud Service and subject to the terms and purposes of the Agreement for the duration as set out in the Order Form. No rights are granted to Client under the Agreement other than expressly set forth

herein. The usage rights described in this section does not in any ways constitute or cause a transfer of ownership from BearingPoint to Client. Client must not remove any copyright, trademark, or patent notices neither from the Software nor from the Platform.

- 7.3 **Client Data:** Client grants BearingPoint a right to host, store, copy, transmit, transfer, share and display Client Data as necessary to provide the Cloud Service in accordance with the Agreement.
- 7.4 **Feedback:** Client grants BearingPoint a worldwide, perpetual, irrevocable, royalty-free right to sublicense, use, sell, rent, publish, disclose, and incorporate into the Cloud Service or into any other service or product based on any suggestion, enhancement request, recommendation, correction, or other feedback provided by Client or Users. This clause 7 shall survive any termination of the Agreement.
- 7.5 **Third-Party Software:** The Software which is used for providing the Cloud Service may contain third party software, including Open-Source Software. BearingPoint will provide Client with a list of such software components either (a) when BearingPoint is obligated to do so in accordance with the terms and conditions of the applicable rights holder or (b) in all other cases upon Client's reasonable request.

8. Confidentiality, Reference

- 8.1 **Use of the Confidential Information:** Confidential Information may only be used for the provision of the services according to the Agreement. Neither Party, except as authorised in writing by the managing director or an authorised representative of the other Party, shall make any commercial or non-commercial use of, or disclose to any third party, any Confidential Information. The Parties will restrict disclosure of Confidential Information solely to their employees, Affiliates, employees of its Affiliates, contractors, representatives and/or agents on a need-to-know basis and inform these about their obligations hereunder with respect to such Confidential Information.

The party receiving the Confidential Information ("Receiving Party") shall be free to disclose Confidential Information to the extent compelled by law to do so, provided that the Receiving Party gives prior notice to the party disclosing Confidential Information ("Disclosing Party") of the compelled disclosure (to the extent legally permitted) and reasonable assistance, if the Disclosing Party wishes to contest such disclosure. The Receiving Party shall be free to disclose Confidential Information to persons which are bound to secrecy by law.

- 8.2 **Property of Confidential Information:** All Confidential Information shall remain the property of the Disclosing Party.
- 8.3 **Return of Confidential Information:** Following the termination of the Agreement, the Receiving Party shall return to the Disclosing Party all Confidential Information in tangible form and shall delete all Confidential Information from any electronic storage and shall obligate all third parties to which the Receiving Party has distributed such Confidential Information in the same way. The Receiving Party shall confirm such return and deletion within 30 calendar days after the end of the Agreement. The Receiving Party may retain such copies of the Confidential Information as are necessary for compliance with legal or regulatory obligations and that are part of its automated IT back-up systems, provided that such systems are operated accordance with good industry practice.
- 8.4 **Confidentiality period:** All confidentiality obligations in this section 8 shall survive termination and shall end five years after effective date of termination.
- 8.5 **Additional Use:** Notwithstanding the foregoing, BearingPoint, its Affiliates and contractors is allowed to use the Client's Confidential Information beyond the purpose of the Agreement for analysis purposes in an anonymised and/or aggregated form. Examples of how analyses may be used include: optimising resources and support; research and development; automated processes that enable continuous improvement, performance optimisation and development of new products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, indices, and anonymous benchmarking. Such general use is herewith expressly and irrevocably permitted even after the expiration or termination of the Agreement.
- 8.6 **Reference:** BearingPoint may use Client's name and trademarks including the information about the Cloud Service used by Client and its purpose in Client listings in any tangible or electronic media internal and external for marketing purposes.

9. LIMITATION OF LIABILITY

- 9.1 **Statutory liability:** Nothing in the Agreement shall limit or exclude either Party's liability for: (a) death or personal injury; (b) fraud or fraudulent misrepresentation, or (c) any other liability which cannot be limited or excluded under applicable law.
- 9.2 **Limitation of liability:** Subject to section 9.1 BearingPoint's total aggregate liability to Client arising out of or in connection with the Agreement (whether in contract, tort (including negligence), misrepresentation. Etc) shall not exceed 100% of the fees paid under the relevant Order Form in the 12 months preceding the occurrence of the claim.
- 9.3 **Exclusion of liability:** In all other cases, BearingPoint's liability is hereby excluded. In particular, any liability of BearingPoint for a loss of profits, loss of production, indirect, special or consequential loss, costs, charges or expenses arising as consequence of this Agreement, further for loss of revenue, any third party losses to the extent that they represent the indirect loss of a third party, loss of direct and or indirect anticipated savings, loss of goodwill and loss, corruption or destruction of data or information is waived and any more extensive liability of BearingPoint is excluded on the merits.
- 9.4 **Liability for initial impossibility:** BearingPoint shall be liable for cases of initial impossibility only if it had knowledge of the hindrance to performance or if its lack of knowledge is due to gross negligence.
- 9.5 **Scope/limitation of liability for certain third parties:** Insofar as BearingPoint's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its employees, representatives and vicarious agents.
- 9.6 **Limitation period:** The limitation period for a Party's claim for damages shall be two years from the point in time the claim arose, and the claiming party became aware thereof. Regardless of the claiming party's awareness, the limitation period shall be three years beginning with the damaging event.

10. COMPLIANCE

- 10.1 **Commitment:** BearingPoint is firmly committed to participating in international efforts to combat money laundering and the funding of terrorist activities and condemns any form of financial improprieties.
- 10.2 **Confirmations:** Client hereby confirms that: (a) it has not breached or contravened any anti-money laundering laws and that any funds directly or indirectly related to this service provision have originated from legitimate sources, (b) Client at all times complies with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK's Bribery Act 2010, the U.S. Foreign Corrupt Practice Act as amended, and the rules and regulations thereunder, (c) neither it nor any person or entity that owns or controls it, nor any of its subsidiaries, any of its directors, officers or employees nor, to its knowledge, any of its servants, agents and representatives is a designated target of trade sanctions promulgated by the U.S., E.U., or any other jurisdiction having a legal nexus with this Service. The Client further confirms that in relation to the service provision it is in compliance with the regulations of all applicable sanctioned party is of the E.U. and U.S. concerning the trading with entities, persons and organisations listed therein, (d) Client has not been contacted by any supervisory authority, court or third party with respect to any law or regulation in this clause and have not been sanctioned or been subject to any enforcement action taken by any supervisory authority, court or third party in the last two years.
- 10.3 **Cooperation:** Client agrees to cooperate with reasonable requests for information or documentation to verify compliance with the above section 10.2 statement.
- 10.4 **Breach:** Performance obligations under the Agreement shall be suspended upon contravention of this section 10. A breach shall entitle the non-breaching party to terminate the Agreement without liability.

11. MISCELLANEOUS

- 11.1 **Notices:** Except as otherwise specified in the Agreement, all notices related to the Agreement will be in writing, email being sufficient. Notices of termination or an indemnifiable claim shall be in writing (email not being sufficient) and marked to the attention of the general manager and the head of legal department of the respective recipient. Billing related notices will be addressed to the relevant billing

contact designated by the Party receiving the notice. All communication shall be made in English language.

- 11.2 **Subcontractors:** Client agrees that BearingPoint shall be entitled to use and replace subcontractors (including the Platform Provider or any third party provider) or sub-contract the Cloud Services (or any part thereof) without the prior permission of the Client, provided that BearingPoint shall have in place written agreements with such subcontractors to enable BearingPoint to comply with its obligations under the Agreement. In case these subcontractors process personal data on behalf of the Client, BearingPoint will inform the Client upfront accordingly.
- 11.3 **Assignment:** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld), except that BearingPoint may assign its rights and obligations hereunder to BearingPoint's Affiliates and/or to any successor in interest to all or substantially all of the assets or business of BearingPoint, without the consent of Client. Subject to the foregoing, the Agreement will bind and endure to the benefit of the parties, their respective successors and permitted assigns.
- 11.4 **Data Processing on behalf of the Client:** Provided the Parties process any personal data within the Cloud Service, they will enter into a data processing agreement based on BearingPoint's draft data processing agreement template prior to using personal data with the Cloud Service. By providing the Cloud Service, BearingPoint will process personal data on Client's behalf as defined in Article 28 EU-GDPR.
- 11.5 **Export laws and approvals:** The Cloud Service and its derivatives may be subject to export laws and regulations of the EU, UK, US, and other applicable regions. Both BearingPoint and Client affirm they are not listed on any government denied-party lists. The Client must not use or transfer Cloud Service in embargoed countries or in violation of relevant export laws.

BearingPoint's responsibilities depend on the absence of trade and export restrictions. If the Client transfers, exports, or re-exports goods or services from BearingPoint, they must comply with all applicable export control laws of the Netherlands, EU, and US.

Before any transfer, the Client must ensure no embargo or export restriction is breached and that goods are not intended for prohibited uses unless proper authorisation is obtained. The Client must provide export-related information upon request and indemnify BearingPoint against any claims or losses resulting from non-compliance with export regulations.

- 11.6 **Supersession:** The Agreement supersedes and replaces all previous negotiations, representations or understandings between the Parties relating to the subject matter hereof. The Agreement is the entire agreement between BearingPoint and regarding Client's use of Cloud Service and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Each Party agrees that in entering into the Agreement, it does not rely on any statement, representation, warranty or understanding other than as expressly set out in the Agreement.
- 11.7 **Precedence and Changes:** The Agreement including its Addendum, Appendices, Annexes shall take precedence over all other agreements or other declarations made by the parties, excluding Order Forms. Amendments, modifications, waivers, alterations and/or other adjustments to the Agreement or any Appendix/Annex thereto, also changes to this subsection, must be confirmed in writing (not in electronic form) in order to be legally valid. The burden of proof shall be borne by the Party referring to an oral agreement superseding the Agreement.
- 11.8 **Waiver:** The failure by either Party, at any time, to enforce any of the provisions of the Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of the Agreement or any Appendix/Annex thereto.
- 11.9 **Force Majeure:** If and to the extent that a Party's performance of any of its obligations (except for any obligations to make payments to the other Party hereunder) pursuant to the Agreement is prevented or delayed by a Force Majeure Event, then the non-performing Party will be excused for such non-performance of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided that such Party notifies the other Party promptly and uses commercially reasonable efforts to recommence performance as soon as reasonably practicable. "Force Majeure Event" means a circumstance whereby a Party's delay in performing its obligations hereunder is due to

causes beyond such Party's reasonable control, including acts of God, acts of war, acts of a public enemy, labour disruptions affecting employers generally, acts of any federal, state, provincial, or other political division (including passage of laws), terrorism, riots, civil disorders, epidemics, theft, quarantine restrictions, internet or other service disruptions involving hardware, software or power systems not within such Party's reasonable control.

- 11.10 **Governing law, Jurisdiction and Language:** The Agreement and all Addendum/Appendices/Annexes shall be governed by the laws of English and Wales without regard to its conflicts of laws rules and the United Nations Convention on the International Sale of Goods. The governing language of the Agreement and all Appendices/Annexes hereunder shall be the English. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement.

12. DEFINITIONS

Addendum: document with particular terms for Cloud Services and/or Non-BearingPoint Products, including different privacy and security terms and governing Client's use of Non-BearingPoint Products.

Additional Services: the provision of services by BearingPoint as may be agreed in a separate agreement based on the IT Services Terms and Conditions.

Affiliate: a company Controlling, Controlled by or under common Control with either Client or BearingPoint, as applicable. Control in this connection means the power, direct or indirect, to direct or cause the direction of the management and policies of an entity whether by contract, ownership of shares, membership on the board of directors, agreement or otherwise. "Controlled" and "Controlling" shall have corollary meaning.

Agreement: is the Agreement as described in section 1 and includes all parts of this document, any potential Addendum, other annexes, appendices, change agreements, exhibits, schedules, supplements, whether attached hereto or incorporated by reference.

BearingPoint: provider of the Cloud Service and defined in the Order Form.

BearingPoint Material: any material or data produced by, with or on behalf of BearingPoint pursuant to the Agreement. BearingPoint Material includes material created for or in cooperation with Client, but excludes (i) Client Data and/or (ii) Confidential Information of Client.

Beta Application: functionality or Software that is not validated and quality assured in accordance with BearingPoint standard processes.

Business Support: refers to support services provided by BearingPoint for Client's Key Users which is limited to functional aspects regarding the use of the Cloud Service, such guidance interpreting results, requesting adaptations of Validation Rules, request regarding access rights and permissions.

Cloud Service: the specific service provided to Client by BearingPoint using Software hosted on the Platform under validity of the Agreement and made available to Client at the connection point. Upon Client's request Client may get access to Non-BearingPoint Products through the Cloud Services. For the avoidance of doubt, the Cloud Service does neither include a transfer, license or sale of any kind of the Software, the Platform, Non-BearingPoint Products itself to the Client nor the Client's hardware used to access and make use of the Cloud Service.

Client: legal entity as defined in the Order Form and that has accepted the terms of the Agreement by executing an Order Form referencing the Agreement or by other legally binding method of acceptance of the Agreement.

Client Data: means all electronic data and information submitted by or for Client to the Cloud Service or collected and processed by or for Client using the Cloud Service. Client Data includes all electronic data and information submitted by Users to the Cloud Service.

Confidential Information: means any information including BearingPoint Material, technical data, or know-how, trade secrets including, but not limited to, information relating to research, products, software, documentation, software description, materials, services, development, inventions, processes, engineering, Validation Rules, prototypes, computer program in any form (including source code or

object code), databases, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually) that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information or which has to be reasonably considered confidential due to its character or nature. In case of Client, also Client Data shall be deemed Confidential Information. Information deemed Confidential Information shall be exempted from confidentiality if (i) the information was already known (as evidenced in writing) to the Receiving Party at the time of disclosure and was lawfully obtained from a source other than Disclosing Party and not subject to a prior duty of confidentiality or restriction on use; or (ii) is, at the time of disclosure to the Receiving Party, public knowledge or subsequently becomes public knowledge, without any fault of or participation by the Receiving Party or (iii) the Disclosing Party agrees in writing.

Data Handling Frequency: refers to the frequency in which the input data is received at the Cloud Service and processed accordingly (eg weekly, monthly).

EU-GDPR: REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016, as amended, on the protection of individuals with regards to the Processing of Personal Data and on the free movement of such data.

Intellectual Property Rights or IPR: means all registered and unregistered right, interest and title in or to any materials, products and results of work and/or services, whether tangible or intangible, including but not limited to algorithms, computer programs (in any form including source code or object code), interfaces, Validation Rules, applications, methodologies, templates, diagrams, flowcharts, industrial designs and assemblies, utility models, tools, specifications, drawings, sketches, models, samples, prototypes, records and documentation ideas, concepts, know-how, techniques, technology, technological developments, databases, collections or compilations of data, information or works, formulae, inventions, processes, improvements, discoveries, logos, slogans, domain names, uniform resource locators and other names and locators associated with the Internet and other communication networks (jointly "Domain Names"), websites, writings, any other works of authorship, products and data (in each of the foregoing case including their respective drafts, preliminary stages, derivatives, enhancements thereof and modifications thereto), which may exist under the laws of any jurisdiction in the world, including but not limited to: (a) copyright and other rights associated with works of authorship, rights of use in copyrights, related "sui generis rights", including database rights, moral rights of authors and auxiliary rights to copyrights; (b) rights to trademarks, service marks company names, trade names, trade dresses and other indicia of source or origin; (c) rights to Domain Names (d) rights in confidential information, including business and trade secret rights (including rights to limit the use or disclosure of confidential information by any person); (e) patents, utility models and industrial designs; (f) all other proprietary rights of similar nature recognised in any jurisdiction in the world; and (g) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (a) through (f) of this sentence.

Key Users: English-speaking individual in Client organisation, who is (a) authorised by Client to contact the support channels as defined in in the Agreement and (b) responsible for managing all business-related tasks of the Cloud Service to Clients business, eg support Users and manage their incidents, including searching for solutions and liaising with BearingPoint to solve the issue. The amount of Key User is agreed in the Order Form.

Module: means any parts of the Cloud Services which may be ordered by the Client, if applicable.

Non-BearingPoint Products: means any third-party (or third party branded) software, data, service, website or other product made available through the Cloud Service.

Non-Productive Use: refers to the time of the Subscription Term during which the Cloud Service is set up and potential further integrations with Client's IT-systems are performed and therefore the Cloud Service's functionality is not provided at all or only partially.

Open-Source Software: is any software or other material that contains or is derived in part or total from any software or other material that is distributed as free software, open-source software or similar licensing or distribution models (such as the GNU General Public License, the MIT License, Apache License, etc.).

Order Form: the order form agreed between the Parties and means all written order forms or other ordering documentation (eg a registration page in the Internet containing pricing or references to pricing, Subscription Term and other specifics between the Parties applicable to the Cloud Service; Call-OFF Agreements).

Party: one of the contracting parties (BearingPoint or Client) of the Agreement as defined on the Order Form.

Parties: all contracting parties of the Agreement as defined on the Order Form, therefore BearingPoint and Client together.

Personal Data: is defined by the EU-GDPR.

Platform: the computer system and software which builds the base for the Cloud Service and is performed by a third party, the Platform Provider.

Platform Provider: a third party hosting the Platform which may be named in the Order Form. Platform Provider is not a party to the Agreement.

Qualified Technical Incident: refers to a technical problem regarding the Cloud Service that is reported by a Key User to BearingPoint's Technical Support for which the Key User conducted an initial problem investigation, and a resolution attempt has been performed by the Key User. Such initial qualification includes the analysis and attempted resolution regarding: (a) issues related to the Client's software client (eg browser version, operating system), (b) issues regarding the Platform and Client's technical infrastructure and (c) issues regarding Client's access management (eg missing required access roles and permissions, expired User). The above requirements regarding the qualification of an incident can change because of functional changes.

Software: any standard software used or licensed by BearingPoint or its Affiliates to offer Cloud Service to the Client and detailed in the Order Form, Addendum and in the Agreement. This excludes any integration code, extensions, customisation, and third-party products not provided as part of the standard software. The Software uses the Platform to run, is offered as Software-as-a-Service and may be a multi-tenant application. The Software includes updates thereto, if made generally available to clients of BearingPoint.

Subscription Term: is the time period in which the Client is entitled to use the Cloud Service, and which is detailed in the Order Form.

Technical Support: refers to the support activities provided by BearingPoint for Client's Key Users which is limited to technical malfunctions of the Cloud Service itself, such as unavailability or inaccessibility of the Cloud Service or a malfunction of the Cloud Service.

Technical User: is a set of access credentials for the Cloud Service which are not referring to a natural person, but which are granted to enable a system-to-system integration, i.e. credentials provided for a software other than the Cloud Service itself to be technically connected to the Cloud Service in such a way that data can be exchanged between them.

User: means an individual person who is authorised by Client to use a Cloud Service, for whom Client has ordered the Cloud Service, and to whom Client (or BearingPoint at Client's request) has supplied a user identification and password. Users may be direct employees of Client. Users may include consultants, contractors and agents of Client who are not employed or affiliated with a direct competitor of BearingPoint (like eg Accenture, IBM, PWC, MHP, Deloitte) if approved by BearingPoint in writing. Users who are not direct employees of Client and affiliated with a third-party company are reviewed by BearingPoint prior to granting access and may be rejected at BearingPoint's sole discretion. Users do not include Technical Users.

Validation Rule: If applicable, refers to a specific technical implementation of a data validation procedure or algorithm. Such validations usually serve the purpose of identifying data quality issues (eg missing, incorrect, inconsistent values or records) in a corresponding data set. A Validation Rule is characterised by an identification number, a verbal description, and a specific scope of input data to be analysed. A Validation Rule is uniquely defined by its technical implementation. The Agreement may

include the number of Validations Rules which can be activated in the Cloud Service as defined in the Order Form.

1. SCOPE OF THE PRODUCT SPECIFIC TERMS AND CONDITIONS

- 1.1 These Product Specific Terms and Conditions for Software-as-a-Service ("**Product Specific Terms and Conditions**") sets out service-specific terms that apply to each Cloud Service ordered under an Order Form. Each Order Form will identify the applicable Cloud Service(s), any Modules (if applicable), the Subscription Term, Fees and any product-or service specific parameters references in this Product Specific Terms and Conditions.
- 1.2 All capitalised terms in these Product Specific Terms and Conditions are defined according to the General Terms and Conditions for Software-as-a-Service, especially in Section D.

2. PROVISION OF SYSTEMS AND SERVICES

2.1 Services

- 2.1.1 **Availability:** BearingPoint will make the Cloud Service available to Client as described in the Service Level Agreement. BearingPoint is only obliged to make available the current version of the Cloud Service.
- 2.1.2 **Beta Application:** BearingPoint may offer, and Client may accept access to Beta Applications under the Agreement or additional terms. Any productive use of Beta Application is at Client's sole risk. BearingPoint does not warrant the correctness and completeness and shall not be liable for errors or damages caused by the usage of the Beta Application.
- 2.1.3 **Test Environment:** Client may have access to a designated Test Environment as stipulated in the Order Form and subject to the regulations of the Agreement. Client acknowledges and agrees, that the usage of the Test Environment is limited to the purposes described in the Agreement. Due to the nature of the Test Environment, Client shall not use any personal or sensitive in the Test Environment.

2.2 Usage

- 2.2.1 **High-Risk Use:** The Cloud Services are not designated or intended to support any use in which a service interruption, defect, error, or other failure of the Cloud Service could result in the death or serious bodily injury of any person or in physical, environmental damage or damages (eg caused by changes to existing processes) in a productive environment (collectively, "High-Risk Use"). Accordingly, Client must implement results of the Cloud Service in such a way that, in the event of any interruption, defect, error, or other failure of the Cloud Service, the safety of people, property, the environment or processes is not reduced below a level that is reasonable, appropriate and legal, whether in general or for a specific industry. Client's High-Risk Use of the Cloud Service is at its own risk. The Client undertakes to refrain from and actively prevent any uses, deployment scenarios or activities that could result in the Cloud Services being classified, qualified or otherwise treated as a High-Risk AI system under the applicable EU Artificial Intelligence Act or any comparable legal or regulatory framework. Client will indemnify and hold BearingPoint harmless as a result of a High-Risk use by Client and/or its Users.
- 2.2.2 **Artificial Intelligence:** Client may use functionalities of AI algorithms as part of the Cloud Services. Client acknowledges that the outputs of the AI algorithms do not constitute warranted characteristics or guarantees. If Client recognises or reasonably should have realised that the output of the AI algorithms do not match an input or are otherwise incorrect, the Client is obliged to cancel or repeat the process or to contact the BearingPoint contact persons. If the output of the AI algorithms is recognisably incorrect upon repeated execution of the operation or if the Client should reasonably have recognised their defectiveness, the Client is obliged to cancel the process and contact BearingPoint. Client is aware and accepts that AI Systems can make mistakes and therefore require a higher level of care than interactions with a human. The Client and its User must review all AI-generated results that they intend to rely on and check whether they are reasonable. If any result is obviously incorrect, Client must report it to BearingPoint. If the Client does not or does not sufficiently comply with these obligations to cooperate, a claim for compensation by the Client resulting from the defectiveness of the AI generated result must be appropriately reduced. BearingPoint shall not be liable for damages that (i) are based on events of the AI that could not have been expected according to the state of the art; or (ii) are based on events of an AI that are recognisably erroneous by the Client, which leave the previous

clause of the AI's scope of action in such an evident manner that a corresponding duty of cooperation on the part of the Client was undoubtedly indicated.

Client grants on the Client Data BearingPoint and its Affiliates and its contractors a non-exclusive, royalty-free, worldwide, right to use the Client's Data for the provision of the Cloud Services. Client is responsible for the accuracy, quality and legality of Client's data, for the means by which it was acquired and for providing it to BearingPoint. Client shall indemnify BearingPoint against claims of third parties and shall defend BearingPoint against claims of third parties insofar as third parties allege infringements of rights in relation to the Client's data. If any Additional Services are provided by BearingPoint, the BearingPoint AI Addendum applies.

3. **USAGE REQUIREMENTS**

- 3.1 **Data provisioning:** The Cloud Service requires the automated provisioning of data to be analysed through a defined data exchange mechanism and format. Therefore, Client is required to conduct the necessary system access configurations (eg Network and Firewall settings) so that an automated data transfer from the Client's source systems to the Cloud Service is possible. Further requirements may be described in the Order Form.
- 3.2 **Data transfer:** If not otherwise agreed in the Order Form, Client must provide a secure file transfer mechanism to transfer the generated data files to the defined data handover point which is in the responsibility of Client to be accessed by the Cloud Service. It is Client's obligation to monitor and support such file transfer and data handover point.
- 3.3 **Browser requirements:** If not otherwise stated in the Order Form, the Cloud Service is optimised for a current version of Google Chrome as a browser. The website needs to be added as "Trusted Site" to the browser. The browser needs to allow cookies and executing JavaScript. Furthermore, the browser is required to support a recent encryption mechanism (currently at least TLS 1.2), which can be changed or upgraded by BearingPoint without Client's consent if deemed advisable under security considerations. Availability of other browsers is available upon request and upon additional payment.
- 3.4 **Identity and access control:**
 - 3.4.1 In case the Cloud Service is used by Client with an identity access management system, it is the obligation of Client to activate/deactivate and authorise/deauthorise a User through the Client's identity access management system which will be used to authenticate a User for the Cloud Service. For avoidance of doubt, BearingPoint will not be responsible to create account data for Users or manage such accounts in the Cloud Service in this case.
 - 3.4.2 In case the Cloud Service is used by the Client without an identity access management system, it is the obligation of the Client to instruct BearingPoint to activate/deactivate and authorise/deauthorise Users through a Key User designated by the Client. When it is no longer in the interest of Client that the person related to a User is granted access to the Software (eg after termination of a work contract), Client shall notify BearingPoint through a Key User and BearingPoint will block the respective User's access. User is requested to verify the company affiliation once per month by clicking on a link in an email that is sent to User's company email address. If the verification is not performed, the access to the Cloud Service will not be granted to User. This mechanism is intended to prevent unauthorised access.

4. **FEES AND PAYMENT**

- 4.1 **Fee model:** Fees for each Cloud Service are set out in the applicable Order Form. Depending on the Cloud Service and selected options, fees may include (as applicable): subscription fees, user-based fees, module fees, usage-based fees (e.g., per execution/transaction/object), support fees, and fees for optional services.
- 4.2 **Payment terms:** Except otherwise stated in the Order Form, the Fees are due annually and one year in advance without deductions. In all cases, the invoices are payable without deductions and in accordance with the payment terms defined in the Order Form.

5. TERM & TERMINATION

- 5.1 **Term:** The Subscription Term of the Cloud Services will be described and agreed in the respective Order Form. If not explicitly excluded in respective Order Form, the Order Form shall automatically renew at the end of the Subscription Term for an unlimited period for successive 12 month periods unless the Order Form was terminated in accordance with clause 5.3 or otherwise defined in the Order Form. Issuing supplemental Order Forms (eg for additional Users) during the Subscription Term will extend the shorter Subscription Term to the later end date of the respective Subscription Terms. In that case an existing Order Form should hereby be extended, and the applicable fees are prorated. Any termination under the Agreement shall be made in writing (email not being sufficient).
- 5.2 **Subscription Term:** An Order Form is agreed to for a Subscription Term and the Order Form cannot be terminated for convenience without cause during such Subscription Term.
- 5.3 **Termination for convenience of an Order Form without cause:** After the Subscription Term either Party may terminate an Order Form for convenience without cause at the earliest with a 90 calendar days' notice period to the end of each contractual year.
- 5.4 **Termination for convenience of the Agreement without cause:** Either Party may terminate the Agreement for convenience with a 90 calendar days' notice period coming into effect at the end of the farthestmost time in future to which the last Subscription Term between the Parties lasts, unless specified otherwise in the Order Form.
- 5.5 **Termination for cause and consequences:** Nothing herein shall limit either Party's right for immediate termination for cause of an Order Form or the Agreement if the other Party is in material breach of its obligations or warranties of the Agreement; provided that any such breach is incapable of remedy, or the breaching Party has failed to remedy that breach within 30 calendar days after receiving written notice requiring to do so. For the purposes of this clause "material breach" on the part of BearingPoint would be limited to a violation of the warranties as set forth in clause 9; on the part of Client, the following violations would in any event qualify as a material breach: a breach of one or more of Client's obligations under section 2, section 4, section 7, section 8, section 6, section 10 and section 15.
- 5.6 **Termination due to warranted non-conformity:** If BearingPoint fails to correct a warranted non-conformity after using reasonable commercial efforts, either Party may terminate the respective Cloud Service or Order Form and refund any pre-paid fees for the remainder of the Subscription term.
- 5.7 **Consequences of termination:** In case of a termination of an Order Form and/or the Agreement, Client ceases to use the Cloud Service. Thereafter, Client may within 30 days after the effective date of termination or expiration of a Cloud Service request that BearingPoint will make the Client Data available to Client for export or download. After the aforementioned 30-day period, BearingPoint will have no obligation to maintain or provide any Client Data and may thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control as provided under the Agreement, unless legally prohibited.
- 5.8 **Refund upon termination:** In case of a termination for cause by Client, BearingPoint will refund any prepaid fees covering the remainder of the Subscription Term after the effective date of termination calculated on a pro rata temporis basis. In case of termination for cause by BearingPoint, Client will pay any unpaid fees covering the remainder term of respective Order Form(s).
- 5.9 **Surviving Provisions:** The provisions of the Agreement which are expressly stated to do so or by their nature are intended to survive expiration or termination of the Agreement shall so survive the expiration or termination of the Agreement.
- 5.10 **Term and Termination of Non-BearingPoint Products:** Non-BearingPoint products may have a different term and termination policy, which is explicitly described in the Addendum.

6. SERVICE LEVEL AGREEMENT

6.1 Availability

- 6.1.1 **Cloud Service Availability:** BearingPoint intends to provide the Cloud Service 24 hours per day, seven days per week, except for the exceptions stated below. BearingPoint shall not be

liable to Client for running and operating of the Cloud Service except as outlined in the Agreement. With respect to the Cloud Service, BearingPoint warrants at least 98% Cloud Service availability over any calendar month excluding unavailability due to (a) Scheduled Maintenance or emergency updates, (b) Non-Productive Use, (c) faults caused by components, other IT systems or interfaces that are not the responsibility of BearingPoint (including telecommunications equipment), (d) misuse of the Cloud Service by Client or other circumstances which fall within the responsibility of Client (eg non-fulfilment of Client's obligations), (e) delays caused by Client's support in cases where BearingPoint is dependent on Client's support for the rectification, (f) unavailability, incompleteness incorrectness of the required input data which is Client's obligation to provide to be processed by the Cloud Service, (g) unavailability or malfunction of the Platform, (h) force majeure events. System availability shall exclude any period of unavailability lasting less than ten minutes.

The availability in the monthly average is calculated as follows for a calendar month:

$$\% \text{ Availability} = \frac{\text{Total Minutes in the Month} - \text{Unplanned Downtime}}{\text{Total Minutes in the Month}}$$

6.1.2 **Scheduled Maintenance:** Maintenance of the system is carried out by BearingPoint in scheduled maintenance windows. If possible, maintenance is carried out from Monday to Friday from 18:00 to 08:00 or on weekends or on holidays.

6.1.3 **Unscheduled Maintenance:** Maintenance work which is conducted outside of the scheduled maintenance windows as defined in the Service Level Agreement must be announced at least 48 hours in advance. In emergencies (immediate necessary action to maintain operation), maintenance can also be carried out without notice and immediately.

7. SUPPORT SERVICES

7.1 **Support Service types:** BearingPoint provides support services for the Cloud Service as described in this section or as stated in the respective Addendum and BearingPoint complies with the service levels specified in the Service Level Agreement according to section Service Level Agreement of the Product Specific Terms and Conditions or as stated in the respective Addendum. The support services may contain Technical Support and optionally Business Support as defined.

7.2 **Support Service fees:** If it is not otherwise agreed in this Agreement, the Technical Support according to the defined Service Level Agreement is included into the Base Fee specified in the Order Form. Client may additionally obtain Business Support for the Cloud Service from BearingPoint under the conditions of this Agreement against additional payment which needs to be defined separately in the Order Form.

7.3 **Third party engagement:** Client agrees that support services for the Cloud Service cannot be obtained from a third party.

7.4 **Support Communication Channel:** BearingPoint provides support services for Client via the support communication channel (eg. phone hotline, email, ticket system) made available by BearingPoint to Key User. The Key User shall be authorised to use the provided support communication channel during the Support Availability as defined in section 7.5 in the event of technical problems occurring.

7.5 **Support Availability:** The operating times are based on CET. Operating times are working days from Monday to Friday 09:00 - 17:00, except for bank holidays in Germany and Romania, 24 December and 31 December. On request, additional supported operating times can be scheduled subject to a separate written agreement and upon additional payment. BearingPoint requires at least ten working days advance notice for planning.

7.6 **Support Service Language:** The Support Service operates with the following languages: English. Other languages are available upon request and upon additional payment.

7.7 **Support Limitations:** BearingPoint is not obliged to provide support services in regards of errors that are caused or exacerbated by: (a) the Client's failure to implement an error correction provided by BearingPoint; (b) the Client's failure to follow BearingPoint's recommendations or advice; (c) the Client's failure to comply with documentation; (d) the Client's failure to comply or delay in complying with any of its obligations under this Agreement; or (e) misuse, neglect, damage or accident on the part of the Client

or Users. During the non-productive use BearingPoint is not obligated to provide any support services, updates, or other services described in this Agreement or comply with the Service Level Agreement. Any Client-specific extensions (such as extension points, events, custom jobs etc) are not covered under our standard support and Service Level Agreement. To receive support for these Client-specific extensions, a separate Order Form for support is required.

7.8 Support Incident Priorities: The following incident priorities shall apply:

Incident Priorities	Definition	Initial Response Times
Very high	The problem has serious consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses	BearingPoint initial response within 8 working hours (according to the supported operating hours) of submitting a Qualified Technical Incident. BearingPoint will attempt to contact Client within the initial response time to clarify business impact and initiate resolution process
High	A business transaction does not work, and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow	BearingPoint initial response within 16 working hours (according to the supported operating hours) of submitting a Qualified Technical Incident. BearingPoint will attempt to contact Client within the initial response time to clarify business impact and initiate resolution process.
Medium	A business transaction does not work as expected with minor consequences for the productive operation	Reasonable response time based on the incident usually within 24 working hours (according to the supported operating hours) of submitting a Qualified Technical Incident. BearingPoint will attempt to contact Client to clarify business impact and evaluate incident
Low	The malfunction has only few or no effects on business transactions	Reasonable response time based on the incident depending on the defined operation times usually within one working week

7.9 Remote Support: In the event that BearingPoint needs to access any of Client's systems remotely, eg via application sharing, Client hereby grants to BearingPoint the permission for such remote access. Further, Client names a contact person that - if necessary - grants to BearingPoint the required access rights.

7.10 Scheduled Software Changes: BearingPoint will proactively apply software updates and patches during the maintenance windows. In case a patch needs to be applied outside a maintenance window, BearingPoint will notify Client in advance. Without being obliged to deliver the following amount of major or minor releases, BearingPoint intends to deliver a maximum of two major releases and a maximum of 12 minor releases per year.

7.11 Qualified Incidents: Incidents for support services will only be submitted by Key Users as Qualified Incidents as defined. For BearingPoint to accept an incident and adhere to the response times, Client's Key User must submit the incident to BearingPoint as a Qualified Technical Incident, using the Support Communication Channel, providing necessary information to enable BearingPoint to review the incident, including but not limited to: (a) a detailed description of the initial problem investigation and the results of the resolution attempts, (b) information regarding the time and the duration of the observed incident, (c) the number and location(s) and the number of users concerned (if applicable), and (d) the Key User's assessment of the incident priority as defined in section 7.8.