

## Special Section

### Licence Terms for the Temporary Use of Software

#### 1. Scope of the Licence

- 1.1 The precise Scope of Use and/or licence type shall be set out in the Individual Contract. Unless otherwise agreed, and subject to payment of the agreed licence fees, Garancy grants the Customer a non-exclusive, time-limited, non-transferable licence to use the software supplied by Garancy.
- 1.2 The Customer shall be entitled to make one backup copy of the software supplied by Garancy. Such backup copy must be clearly labelled as a backup copy and marked with "Garancy AG" as the rights holder and with the name of the software. No further copies may be made.
- 1.3 Unless otherwise agreed, the software may be used solely for the Customer's own internal business purposes. In particular, the Customer shall not be entitled to use the software for third parties, including in the context of providing services.
- 1.4 Where the Individual Contract permits use by affiliated undertakings, the Customer shall ensure that such undertakings comply with the licence terms. The Customer shall be liable for any breaches by such undertakings as if they were its own.
- 1.5 Without Garancy's prior written consent, the Customer shall not be entitled to make the software or the associated product documentation available to third parties, whether in original or copied form, in particular by allowing third parties to use it or by distributing it in any other manner.

#### 2. Third-party software

All Third-Party Software shall be identified in the software documentation. Where the third-party manufacturer's own licence terms apply, such terms shall be included in the documentation. Upon request (including prior to conclusion of the contract), Garancy shall make this information available to the Customer. The licence terms of the respective third-party manufacturer shall apply to such Third-Party Software and to any subsequent versions distributed by Garancy. In addition, and where applicable, the licence terms of Garancy and any other provisions of the Individual Contract shall apply. Where the software supplied by Garancy includes Third-Party Software, the Customer shall be entitled to use such software solely as part of the overall solution supplied. The Customer shall indemnify and hold harmless Garancy against any claims arising from a breach of this obligation.

#### 3. Open-Source software

The software may include Open-Source Software. Such Open-Source Software shall be governed exclusively by the respective licence terms of the relevant rights holders. The Open-Source Software contained in the software, together with the applicable licence terms, shall be listed in the product documentation provided to the Customer at the time of conclusion of the contract (as applicable at that time). The rights of use granted to the Customer in this respect shall be governed exclusively by those licence terms.

Notwithstanding the above, the Customer may, prior to the conclusion of the contract, request from Garancy a current overview of the Open-Source Software used and the applicable licence terms. However, the product documentation provided at the time of conclusion of the contract shall be decisive for the contractual content.

To the best of Garancy's knowledge at the time of conclusion of the contract, and where the software is used in accordance with the contract, the Open-Source Software used is not subject to any licence terms requiring the disclosure of source code or the granting of sub-licences under identical licence terms. Where Garancy supplies

Open-Source Software or makes it available for download, such software shall be provided free of charge.

#### 4. Audit Rights

- 4.1 The Customer shall notify Garancy in writing in advance of any use of the software exceeding the contractually agreed Scope of Use. Any such use shall require a separate agreement covering the additional scope on the basis of Garancy's then current price list.
- 4.2 Garancy shall be entitled, once per calendar year, to verify the Customer's use of the software by means of an Audit. Audits shall generally be conducted by way of self-assessment using the audit tools provided by Garancy.
- 4.3 If the Customer refuses to provide a self-assessment and/or there are reasonable grounds to suspect a breach of contract, Garancy shall be entitled, upon at least two (2) weeks' prior notice, to verify compliance with the agreed Scope of Use at the Customer's premises or remotely, either itself or through a third party bound by confidentiality. Any such Audit shall be conducted during normal business hours and in a manner that does not unreasonably interfere with the Customer's business operations.
- 4.4 Due regard shall be given to the Customer's confidentiality interests and to the protection of its business operations. The Customer shall provide reasonable assistance in the conduct of the Audit, in particular by granting access to relevant systems, records and business processes to the extent necessary for the proper performance of the Audit.
- 4.5 Each party shall bear its own costs of the Audit. If underpaid fees exceed five per cent (5%) of the contractually agreed licence fees, the Customer shall bear the reasonable costs of the Audit.
- 4.6 If the Scope of Use exceeds the granted Right of Use, the parties shall enter into an agreement governing such additional use.
- 4.7 Garancy shall be entitled to charge additional licence and maintenance fees retrospectively on the basis of its then current price list.

#### 5. Customer's Obligations Regarding the Protection of the Software

- 5.1 The Customer shall not be entitled to modify or otherwise alter the software without Garancy's prior written consent. The Customer's mandatory statutory rights of use shall remain unaffected.
- 5.2 Decompilation of the software or Reverse Engineering is prohibited, save to the extent permitted by mandatory law. Where necessary to achieve interoperability, the Customer shall first request the required information from Garancy in writing, allowing a reasonable period for response, before undertaking any decompilation. If Garancy fails to provide such information within that period, the Customer shall be entitled to decompile the software in accordance with Section 69e of the German Copyright Act (UrhG).  
Furthermore, the Customer shall be entitled to modify those components of the software linked to program libraries licensed under the GNU Lesser General Public License version 2.1 (LGPL 2.1) for its internal purposes and to analyse and reverse engineer them for such purposes. With respect to components linked to program libraries licensed under the GNU Lesser General Public License version 3 (LGPL 3), the Customer shall be entitled to analyse and reverse engineer such components in order to modify the LGPL-licensed program libraries and to remedy defects in the proprietary components. Any disclosure of information obtained through such activities or of modified proprietary components shall not be permitted.
- 5.3 The Customer shall take appropriate measures to prevent unauthorised access by third parties to the software and other licensed materials. The original data carriers and any backup copies shall be stored in a secure location protected against unauthorised access. Prior to the destruction, sale or other transfer of machine-

readable media, data storage devices or data processing equipment, any software stored thereon shall be completely erased.

- 5.4 The Customer shall comply with the foregoing obligations. In the event of a breach, Garancy shall be entitled to assert its statutory rights, in particular claims for injunctive relief and damages.

#### **6. Services Provided by Garancy during the Term of the Contract**

- 6.1 During the term of the contract, Garancy shall maintain the software in a condition suitable for contractual use, i.e. Garancy shall ensure that the software remains usable in accordance with the product documentation and any applicable supplementary specifications.
- 6.2 Further details regarding Maintenance Services and the Customer's obligations to cooperate are set out in the Special Section of Garancy's General Terms and Conditions for Software Maintenance, dated 04/2026 (Clauses 1.1 to 1.3, 2.1 to 2.8, 3.1 to 3.6 and 7).

#### **7. Warranty / Defect Rectification**

The provisions set out in Clauses 6.1 to 6.7, 6.9 and 6.11 of the General Section of Garancy AG's General Terms and Conditions, dated 04/2026, shall apply. Any right of withdrawal shall be replaced by a right of termination for cause of the license agreement

#### **8. Liability**

- 8.1 Garancy's strict liability pursuant to Section 536a(1) of the German Civil Code (BGB) for defects existing at the time of conclusion of the contract is expressly excluded.
- 8.2 In addition, Clause 8 of the General Section of Garancy AG's General Terms and Conditions, as of 04/2026, shall apply.

#### **9. Term and Termination**

- 9.1 The term of the contract shall be governed by the Individual Contract.
- 9.2 Either party may terminate the Individual Contract for cause. Good cause shall be deemed to exist, in particular, if the Customer (i) fails to fulfil its payment obligations despite the expiry of a reasonable grace period, or (ii) materially breaches the licence terms.
- 9.3 Termination must be given in writing.
- 9.4 The Customer's right of termination pursuant to Section 543(2)(1) of the German Civil Code (BGB) shall apply only in the case of material defects and only if such defects cannot be remedied despite the expiry of a reasonable period set for rectification and a corresponding notice, and where attempts at rectification are deemed to have failed.
- 9.5 Upon termination of the Individual Contract for the temporary provision of the software, the Customer shall immediately cease using the software and shall destroy all copies of the software or, at Garancy's request, return all copies of the software to Garancy, unless retention is required by law for a longer period. In such case, destruction or return shall take place upon expiry of that period. Upon request, the Customer shall provide written confirmation of compliance with these obligations.

#### **10. Fees and Payment Terms**

The fees payable by the Customer (plus applicable statutory VAT) shall be set out in the Individual Contract.

#### **11. Further Terms**

In addition, the provisions of the General Section of Garancy's General Terms and Conditions, 04/2026, shall apply.