

Terms and Conditions of sale of products and services

These Terms and Conditions (“T&C or T&Cs”) set out the framework governing the provision of products and services by IN Groupe to its customers.

We have tried our best to structure these T&Cs so that you can quickly find what matters to you, depending on the Deliverables you are purchasing — whether it’s software, support & maintenance, SaaS, hardware, or delivery services.

A few helpful points before you dive in:

Section I always applies. Think of it as the “rules of the road.”

Section II contains specific terms depending on what you actually order.

If something appears to conflict, order of precedence applies.

To help you navigate, here is a quick overview of what lies ahead:

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By entering into an Agreement with IN Groupe, these T&Cs will apply — in the spirit of clarity, predictability, and mutual success.

Now, on to the details.

Section I – General Terms and Conditions

A – Definitions

Active User	An individual or an object entitled to use the Software in accordance with the Agreement.
Affiliate	Any entity that directly or indirectly controls, is controlled by, or is under common control with that Party. For the purposes of this definition “control” means the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract or otherwise.
Agreement	Refers to the Individual Contract composed of the General Terms and Conditions, the Specific Terms and Conditions, and the Customer’s order(s)
Customer	Means the legal entity that enters into the Agreement with IN Groupe.
Customer Data	The Customer’s own data which is input to the Software and any output derived or produced from that data by the Software.
Customer Equipment	Refers to any and all equipment and systems necessary for the Customer to receive and use the Software at, and from the Customer’s premises, including all relevant computer systems and locations and any other equipment, software, hardware, internet-, telecoms- or VPN-connections, firmware, or database files.
Deliverables	Refers to the Product and Services provided by IN Groupe to the Customer.
Delivery Services	Refers to all delivery services ordered by the Customer from IN Groupe by way of individual agreements.
Documentation	Any documentation provided by IN Groupe relating to the Deliverables being available at https://doc.nexusgroup.com .
Hardware	Refers to all hardware products ordered by the Customer from IN Groupe by way of Agreements.
Individual Contract	“Individual Contract” means any specific agreement concluded between the Parties under these Terms and Conditions for the provision of one or more Deliverables specifying the scope, remuneration, and applicable terms for such Deliverables.

IN Groupe	Refers to Technology Nexus Secured Business Solutions AB, Technology Nexus International AB, Nexus Technology GmbH, or IN Continu et Services SAS.
One-time Model	IN Groupe’s licensing model for the Software, under which the Customer is entitled to use the Software for an unlimited time against a one-time fee, subject to the terms of the Agreement.
Party	Means either IN Groupe/Supplier or the Customer as applicable and “Parties” means both collectively.
Software	The software licensed specified in the Agreement.
Supplier	Refers to the legal entity representing IN Groupe and enters into the Agreement with the Customer.
Support Services	Refers to all support and maintenance services ordered by the Customer from IN Groupe.
Subscription Model	IN Groupe’s licensing model for the Software, under which the Customer is entitled to use the Software for a limited time against a periodic fee, subject to the terms of the Agreement.
Terms and Conditions	Otherwise referred as “T&C” or “T&Cs.” Refers to the General Terms and Conditions and/or the Specific Terms and Conditions hereafter.
Written notice	A notice under the Agreement that shall be made in text form unless mandatory law requires a stricter form and may be sent by e-mail or by registered mail to the receiving Party’s contact details specified in the Agreement. E-mail communication shall satisfy any agreed text-form requirement under the Agreement. Unless proven otherwise, a notice shall be deemed received: (a) upon confirmation of receipt by the receiving Party; (b) if sent by e-mail and no error message or delivery failure notice is received, on the third (3rd) Business Day following transmission; or (c) if sent by registered mail, upon documented delivery

B – Terms and conditions

1. Applicability

- 1.1 These T&C govern the provision of products and services (“**Deliverables**”) from IN Groupe to the Customer and shall apply to all Agreements.
- 1.2 The T&C contain General Terms (Section I) and Specific Terms (Section 2). The Deliverables provided by IN Groupe is always categorized into a sub-Section meaning that depending on the type of Product or Service purchased by the Customer, one or multiple Sub-Sections are applicable. Section I – General Terms and Conditions are always applicable despite the specific Sub-Section.
- 1.3 The Agreement is construed, by order of precedence, as follows:
- (i) If applicable, Customer’s specific deviations (agreed in writing between the Parties)
 - (ii) Specific T&Cs as provided in Section II and their sub-sections in the following order:
 - a. Sub-section A
 - b. Sub-section B
 - c. Sub-section C
 - d. Sub-section D
 - e. Sub-section E
 - (iii) General T&Cs
- 1.4 It is expressly agreed by the Parties that the general terms and conditions and/or any contractual document emitted by the Customer shall not be part of the Agreement.

2. Offers

- 2.1 IN Groupe’s offers are non-binding, and the Agreement shall come into effect upon receipt of order confirmation sent in writing by IN Groupe to the Customer.

3. Prices, payment terms and price adjustments

- 3.1 IN Groupe shall charge the remuneration as agreed in the Agreement and Customer shall pay the due remuneration in full within thirty (30) calendar days from receipt of the respective invoice.
- 3.2 All expenses, charges, duties and taxes whatsoever incurred as a result of the sale and delivery of the Deliverables, including without limitation withholding taxes, value added tax or other relevant taxes, shall exclusively be borne by the Customer. The Customer shall be responsible for the appropriate declarations and for the payment of such customs, duties, taxes, and other charges to the Government and agencies thereof in its country. If a withholding tax is applicable, IN Groupe shall increase the invoiced amount in order to receive the entire agreed price and the Customer shall pay such invoiced amount.
- 3.3 Customer agrees that IN Groupe may issue the invoice in advance for each relevant period.
- 3.4 IN Groupe may adjust its remuneration no more than once every twelve (12) months in line with the evolution of the applicable consumer price index applicable in the registered place of business of the specific IN Groupe legal entity, as published by the competent national statistical authority, namely: **Sweden**: the Consumer Price Index (Konsumtprisindex – KPI) published by Statistics Sweden (SCB); **Germany**: the Consumer Price Index (Verbraucherpreisindex – VPI) published by Destatis; **France**: the Consumer Price Index (Indice des prix à la consommation – IPC) published by INSEE.

The adjustment shall be calculated as the percentage change between:

- a) for the first adjustment, the applicable index published for the month preceding the entry into force of the Agreement; or
 - b) for any subsequent adjustment, the index used for the previous adjustment (or the index that would have been applicable at the time if the adjustment was made outside an indexation mechanism).
- and, in each case, the most recently published applicable index available immediately prior to IN Groupe notifying the Customer of the adjustment. The Customer shall be notified at least 30 days prior to the adjustment taking effect.
- If the relevant index is discontinued, materially modified, or otherwise unavailable, it shall be replaced by the closest equivalent official index published by the same or a successor authority.

- 3.5 Should a Software or Software-as-a-Service (“SaaS”) products be used by more users than agreed, the Customer shall inform IN Groupe prior to such increase and pay the remuneration for additional users as stipulated in the Agreement. The annual remuneration shall be adjusted *pro rata temporis*. Any access to the SaaS, e.g. login of or API access by a user, shall constitute a use of the SaaS.

- 3.6 Without prejudice to any other rights or remedies, Supplier may suspend the Deliverables, in whole or in part, if Customer fails to pay any undisputed amount when due or withholds payment based on a dispute that is not made in good faith and does not cure such non-payment within ten (10) days after written notice. Customer shall remain liable for all fees accrued during any period of suspension.

4. Withholding of Performance and Set-off

- 4.1 The Customer shall only be entitled to withhold or refuse performance or set-off claims against those claims of IN Groupe, if the Customer’s claims are undisputed or have been acknowledged by a final court decision or which are counterclaims from the same contractual relationship with IN Groupe. Other withholding or set-off rights off the Customer are excluded.

5. Confidentiality

- 5.1 The Parties shall not disclose to any third party any non-public business, technical, or trade-secret information of the other Party obtained in the course of their dealings, except to their Affiliates, employees, advisers, auditors, subcontractors or other representatives on a need-to-know basis and subject to confidentiality obligations. Each Party shall remain responsible for any breach of this clause by such people.
- 5.2 Documents of any kind (including studies, plans, drawings) handed out by IN Groupe shall remain IN Groupe’s property and shall not be copied nor disclosed to third parties.

6. Intellectual property rights

All Intellectual Property rights (“IP-rights”) to the Deliverables and any corrections, modifications, updates, enhancements, upgrades, new version or similar remain with IN Groupe. No ownership of such IP-rights are transferred to the customer.

7. Liability

- 7.1 All rights of the Customer to claim damages or compensation for wasted expenditure shall, regardless of their legal nature, be subject to this Article 7.
- 7.2 In no event shall IN Groupe be liable for indirect, consequential, special, incidental, exemplary, or punitive damages – such as loss of data, profits, revenue, capital

– under any legal theory, even if it has been warned of the risk.

- 7.3** IN Groupe shall be fully liable for direct damages caused by an intentional violation of its obligations.
- 7.4** IN Groupe shall also be fully liable for direct damages caused by a grossly negligent violation of its obligations, with the following exception: If the violation has been committed by a simple vicarious agent and has caused other damage than damage to life, body or health, IN Groupe's liability shall be limited to the foreseeable typical damage (as provided for in Article 7.6).
- 7.5** In case of simple negligence (i.e. not gross negligence), IN Groupe shall be liable as follows:
- 7.5.1** IN Groupe shall be fully liable for direct damages (i) to life, body or health, (ii) caused by a violation of a contractual guarantee or (iii) in case of claims under mandatory statutory provisions.
- 7.5.2** In all other cases than those addressed in Article 7.5.1, IN Groupe shall only be liable for direct damages resulting from the violation of such obligations that are material for the proper implementation of the Agreement and on the fulfilment of which the Customer relies and regularly may rely (essential duties). In such cases, liability shall be limited to the foreseeable typical damage as provided for in Section 7.6.
- 7.5.3** IN Groupe's liability for simple negligence in all other cases not addressed in Articles 7.5.1 and 7.5.2 is excluded.
- 7.6** The Parties agree that the foreseeable typical damage shall not exceed the annual remuneration of the relevant Individual Contract.
- 7.7** Unless explicitly agreed otherwise, the Customer shall be responsible to back-up its data in accordance with current technical standards. If any data is destroyed or lost, IN Groupe's liability shall be limited to such amount that would have been required for the recovery or replacement of such data if the Customer had made proper backups. Recovery expenses shall extend to the actually incurred additional costs for recovery and/or replacement of the data.
- 7.8** All other liability of IN Groupe shall be excluded. The limitations of liability and exclusions of liability pursuant to this Section 7 shall not affect the liability of IN Groupe pursuant to mandatory statutory provisions, due to the fraudulent concealment of a defect or the assumption of a contractual guarantee for the quality of an item.
- 7.9** The provisions of this Section 7 shall also apply in favour of IN Groupe's vicarious agents in case the Customer raises claims directly against any of them.
- 8. Termination**
- 8.1** IN Groupe shall be entitled to terminate the Agreement, at any time, automatically and without the need to file an application to the court for this purpose, in the following cases:
- a) If the Customer is in breach of any of its contractual obligations in respect of any order, and in particular, in the case of default in payment on the due date, and if such breach remains unremedied for a period of thirty (30) days following written notice sent by IN Groupe;
 - b) Subject to legal mandatory provisions, if the Customer files a petition in bankruptcy or is in similar circumstances;
 - c) in case the Customer violates Article 9 (Export control).
- 8.2** IN Groupe's termination rights are without prejudice to IN Groupe to claim for other damages to compensate its loss.
- 8.3** The statutory rights of either Part to terminate the Agreement for cause (extraordinary termination) shall remain unaffected.

- 8.4** The breach by either Party of 9.4 (compliance with the applicable anti-corruption laws and regulations) shall entitle the other Party to terminate this Agreement immediately and to be compensated for the damages suffered as a result of such termination.

9. Export control and compliance

- 9.1** The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Agreement that fall under the scope of Article 12 septies of Council Regulation (EU) No 833/2014.
- 9.2** The Customer shall undertake its best efforts to ensure that the purpose of the Export Control in these T&Cs is not frustrated by any third parties and the Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties that would frustrate the purpose of this.
- 9.3** The Customer shall immediately inform IN Groupe about any problems in applying article 9.1 or 9.2, including any relevant activities by third parties that could frustrate the purpose of the same. The Customer shall make available to IN Groupe information concerning compliance with the obligations under this section 9 within two weeks of the simple request of such information.
- 9.4** The development of IN Groupe is based on values and directives enhancing actions and behaviours which respect every individual, as well as business ethic rules and more broadly the UNO and OECD fundamental principles. As such, the Parties undertake to comply, and ensure compliance by their employees, directors and officers, with the anti-corruption principles and undertakings contained in the texts listed below, and any national laws and regulations enforcing these:
- the OECD Convention on Combating Bribery of Foreign Public Officials in International Business,
 - the United Nations Convention against Corruption ("Merida Convention") of May 27, 2005,
 - the US Foreign Corrupt Practices Act (FCPA)
 - The French Anti-Corruptions Act of November 13, 2007 and n° 2016-1691 of 9 December 2016 ("lois Sapin 1 & 2").

10. Changes and Amendments of the Deliverables

- 10.1** IN Groupe shall be entitled to reasonably modify the Deliverables, in particular if any changes in underlying software of third parties occur.
- 10.2** Any amendments of the Agreement shall be deemed accepted by the Customer, if the Customer does not object to such amendment within a period of thirty (30) calendar days after receipt of a written notice.
- 10.3** If the Customer timely objects to the amendment, IN Groupe may terminate the Agreement at the earliest permissible termination date, or if the previous system cannot be continued, on the date the change takes effect, but not earlier than three (3) months after the Customer received the change notice.

11. Assignment

IN Groupe shall be entitled to assign the Agreement to any Affiliate. The Customer may not assign the Agreement.

12. Audit

- 12.1** Upon 10 business days' prior written notice, IN Groupe shall, itself or through an appointed third party, be entitled to perform audits on the Customer to (i) ensure that the Customer complies with the Agreement, and (ii) verify the quantity of Active Users using the Software under the Agreement.

- 12.2** Each party shall bear its own costs in connection with the audit except if the audit reveals that the Customer is in material breach of the Agreement, in which case the Customer shall bear all costs for the audit.

13. Miscellaneous

- 13.1** All changes, amendments, supplements or substantiations to the provisions of these T&Cs as well as special guarantees and arrangements shall require the written form.
- 13.2** Should a provision of these T&Cs or the Agreement be or become invalid, this shall not affect the validity of the remaining provisions.

14. Force Majeure

- 14.1** Malperformance shall not constitute a breach of contract to the extent it is caused by unpreventable occurrences, in particular epidemics and pandemics, earthquake, deluge, flooding, fire, explosion, blackout, embargos, governmental restrictions, riots, terrorist attacks, war or other military action, civil unrest, rebellion, vandalism, sabotage, strike at IN Groupe's or sub-supplier's plant, or other causes not attributable to the affected Party ("**Force Majeure**"). The obligations of the affected Party shall be suspended for the duration of Force Majeure.
- 14.2** The performance period shall be extended by the delay caused by the occurrence of Force Majeure plus an adequate restarting period.
- 14.3** In the event concrete indications exist that the impediment of performance due to Force Majeure will continue for more than one hundred and twenty (120) calendar days, either Party shall be entitled to terminate in writing the Agreement. If a one-off Agreement has not yet been performed, each of the Parties shall be entitled to rescind from the contract. All further rights shall be excluded in case of Force Majeure.

15. Data Protection

- 15.1** IN Groupe considers data protection essential to its business and is committed to taking all necessary measures to assess and safeguard the personal data it processes. We therefore regularly review and update our practices in line with applicable data protection laws, including the GDPR.
- 15.2** To the extent IN Groupe processes personal data on behalf of the Customer in connection with the Deliverables, the Nexus IN Groupe Data Processing Agreement ("DPA") shall apply, available at: <https://nexus.ingroupe.com/>

16. Applicable law and Place of Jurisdiction

- 16.1** These T&Cs and the Agreement shall exclusively be governed by the national laws of the specific IN Groupe legal entity mentioned as Supplier in the Agreement. The regulations of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall be excluded.
- 16.2** The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship are the public courts in the registered place of business of the specific IN Groupe legal entity mentioned as Supplier in the Agreement.

Section II – Specific terms and condition

Section A – Specific Terms applicable to Software

1. Grant of license

- 1.1. IN Groupe licenses the Software to the Customer under either the Subscription Model or the One-time Model.
- 1.2. If the Customer licenses the Software under the Subscription Model, IN Groupe grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable worldwide license to create the number of Active Users set out in the Agreement and to use the Software and Documentation for their intended purpose, in line with the Agreement, for as long as it remains in force.
- 1.3. If the Customer licenses the Software under the One-time Model, IN Groupe grants to the Customer a non-exclusive, transferable, non-sublicensable, worldwide and limited license to create the number of Active Users set out in the Agreement and use the Software and the Documentation for their intended purpose in accordance with the terms of the Agreement on a perpetual basis.
- 1.4. The Customer is only entitled to create the number of Active Users that the Customer has ordered. Active Users may be within or outside the Customer's organization. The Customer may at any time increase its number of Active Users, subject to the fees set out in IN Groupe's price list, as amended from time to time.

2. The Customer's use of the Software

- 2.1. The Customer undertakes to use the Software in accordance with Agreement, the Documentation and any reasonable written instructions regarding the use of the Software provided by IN Groupe.
- 2.2. The Customer shall (unless explicitly set out otherwise in the Agreement) be responsible for acquiring any and all necessary Customer Equipment". The Customer is responsible for ensuring that the Customer Equipment meets the standards required to use the Software, if specified by IN Groupe.
- 2.3. Upon IN Groupe's request, the Customer shall provide any data or information necessary for IN Groupe to fulfil its obligations. IN Groupe may also request a written report on the current usage and number of installed licenses, which the Customer must provide within seven (7) calendar days of receiving such written request.
- 2.4. In case the Software requires access to and/or installation of third-party software products, the applicable third-party license and other relevant terms shall apply to those products. IN Groupe shall not be responsible for third-party software.
- 2.5. The Customer may not use any third-party materials in connection with the Software without having secured the necessary rights from the owners or license holders of such materials. The Customer may further not use illegal materials or violate applicable laws in connection with the use of the Software or use the Software in moral or ethical gray zones, such as the fields of gambling, pornography, guns, alcohol or microloans (e.g. by text messaging).
- 2.6. The Customer may not use or otherwise export or re-export the Software except as authorized by applicable law. The Customer represents and warrants that it is not located and will not use the Software in any country to which export or re-export is prohibited under applicable law (such as a country subject to U.S. Government embargo) and that the Customer is not listed on any U.S. Government, EU, UN or any other relevant government list of prohibited or restricted parties and will not export or

resell the Software to any such targeted person or entity, or without any required export licenses and approvals.

- 2.7. The Customer is at all times responsible for any use of the Software and the Documentation by its Active Users as for itself, and undertakes, to inform its Active Users of the Customer's obligations under the Agreement.

3. Intellectual property rights ("IP-rights")

- 3.1. IN Groupe and its third-party licensors shall be and remain the exclusive owners of all IP-rights, know-how and all other similar proprietary and moral rights in the Software, the Documentation and/or any derivative work developed, generated, or obtained by either party in connection with the performance of the Agreement. The Customer shall have no right, and the Agreement does not constitute any transfer or assignment of any rights, in or to the Software or Documentation other than the right to use them in accordance with the terms of the Agreement.
- 3.2. The Customer may not reverse engineer, decompile, modify, adapt or create a derivative work of the whole or any part of the Software or Documentation, except to the extent such acts are expressly permitted under applicable mandatory law. The Customer may not, assign, transfer, sublicense, sell, lease, rent, charge, encumber or otherwise deal with the Software or Documentation. The Customer may not use the Software on behalf of any third party or make it available to any third party. The Customer may not use the Software or Documentation in a service bureau or application services provider capacity, nor remove or alter any copyright or proprietary notices on any part of the Software or Documentation. The Customer may copy the Software or the Documentation only to the extent permitted under applicable mandatory law, including for security and back-up purposes to a reasonable extent.
- 3.3. The Customer grants to IN Groupe a non-exclusive license to use and modify Customer Data to the extent necessary for IN Groupe to be able to meet its obligations under the Agreement.

4. Intellectual property rights indemnity

IN Groupe warrants that the contractual use of the Software by the Customer does not infringe any third-party rights. Should such contractual use of the Software be affected by third-party intellectual property rights, IN Groupe shall be entitled, at its option and expense, to reasonably modify the Software in such a way that it no longer infringes such rights while preserving its essential functionalities, or to obtain the necessary rights for the Customer to continue using the Software without material restriction and without additional costs.

5. Information

- 5.1. The Parties undertake to keep each other informed of circumstances and events in relation to the Software which reasonably can be expected to be relevant for the other party.

6. Limitation of liability

- 6.1. The limitation of liability stated in Section I – General Terms and conditions, apply. IN Groupe shall not be liable for failure to meet its obligations under the Agreement if caused by (i) Customer Data, Customer Equipment or a product or software not recommended by IN Groupe, or (ii) the Customer's non-compliance with its obligations, IN Groupe's instructions or the Documentation.

7. IN Groupe Lifecycle Policy

- 7.1. The Software is subject to [Nexus Lifecycle Policy](#) as updated from time to time. IN Groupe Lifecycle Policy is an integral part of the Agreement. In case of any inconsistency between the IN Groupe Lifecycle Policy and the Agreement, the Agreement shall prevail.

8. Warranty

- 8.1. IN Groupe warrants that, for a period of twelve (12) months from the date the Software is first made available to the Customer (the “**Warranty Period**”), the Software shall substantially conform to the applicable documentation made available by IN Groupe at the time of delivery when used in accordance with the Agreement.
- 8.2. The warranty shall not apply to defects or non-conformities resulting from (i) improper use of the Software, (ii) use contrary to the documentation or the Agreement, (iii) modifications or integrations not performed or expressly authorised by IN Groupe, (iv) third party software or systems, or (v) circumstances attributable to the Customer.
- 8.3. Except as expressly set out in the Agreement, and to the maximum extent permitted by applicable law, IN Groupe makes no warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, uninterrupted or error-free operation, or suitability for the Customer's specific business needs.

9. Term and termination

- 9.1. If the Customer licenses the Software under the Subscription Model, the Agreement shall commence on the date set out in Agreement it and shall remain in effect for a period of twelve (12) months. Unless either party terminates the Agreement by written notice no less than three (3) months prior to the expiry of such 12-month period, the Agreement will remain in force until either party terminates the Agreement in whole or in part on three months' prior written notice.

Section B – Specific Terms applicable to Software-as-a-Service (“SaaS”)

1. Scope

- 1.1 These Specific Terms for Software-as-a-Service apply to the provision of the Software under the software as a service model (hereinafter “SaaS”).
- 1.2 IN Groupe shall run the Software on its own data processing systems (servers) in order to make it available to the Customer who may access the Software via the Internet and use the functionalities of the Software as described herein. If third party software is needed for this purpose, the Customer shall obtain and install it. The object code of the Client Software shall in such case be made available for download via the internet. The Customer shall install the Client Software itself and shall not be entitled to obtain a copy of the source code of the Client Software or any other means of access to the source code.
- 1.3 Services for the establishment of interoperability of the SaaS with other applications than those stated as supported application versions at <https://doc.nexusgroup.com>, shall only be rendered under a separate written contract to be concluded between IN Groupe and the Customer.

2. Service Level Agreement

- 2.1 IN Groupe shall provide the Customer with the SaaS in accordance with the document “Nexus TSP Service Level Agreement” (“SLA or Service Level Agreement”) available at <https://nexus.ingroupe.com/terms-and-conditions/>. In case of inconsistencies between the SLA and these Specific Terms for SaaS, these Specific Terms for SaaS shall prevail.
- 2.2 The Customer shall be responsible to ensure its connectivity to the Internet, including the required data transmission rates.
3. Rights of use
- 3.1 IN Groupe grants the Customer a non-exclusive, non-transferable right, limited to the duration of the Agreement, to use the Software functions for its own purposes.
- 3.2 The Customer shall not be granted the right to copy or reproduce the Software and shall not be entitled to download and/or execute the Software operated and made available by IN Groupe on its own systems. IN Groupe’s Software is protected by copyright and all pertaining IP-rights, rights of use and other protected rights shall remain with IN Groupe.
- 3.3 IN Groupe warrants that the contractual use of the SaaS by the Customer does not infringe any third-party intellectual property rights. Should such contractual use of the SaaS be affected by third-party intellectual property rights, IN Groupe shall be entitled, at its option and expense, to reasonably modify the SaaS in such a way that it no longer infringes such rights while preserving its essential functionalities, or to obtain the necessary rights for the Customer to continue using the SaaS without material restriction and without additional costs.
- 3.4 The Customer shall not be entitled to grant any third-parties access to the SaaS.
- 3.5 The access to the download of the Client Software made available to the Customer must be protected against unauthorised third-party access. The Customer shall instruct its employees to comply with the provisions of this agreement. The removal of serial numbers, copyright notices or other programme identification features from the Client Software is not permissible. The same applies with respect to the suppression of the on-screen display of such features.

4. Further obligations of the Customer

- 4.1 The Customer shall reasonably cooperate with IN Groupe and shall in particular:
 - 4.1.1 take appropriate precautions to protect access to the SaaS and the Client Software against unauthorised third-party access. To this purpose, it shall store the login data entrusted to it and administrated by it in a secure location and instruct its employees and other dependent persons entitled to use the SaaS accordingly. In the event the Customer reasonably suspects that its access credentials have been obtained by unauthorised third parties or are being improperly used by them, it shall immediately notify IN Groupe thereof in textual form;
 - 4.1.2 comply with all applicable legal and statutory provisions when using the SaaS. In particular, the Customer shall be prohibited to store, transmit or otherwise publish any content that infringes statutory provisions, especially in connection with industrial property rights or IP-rights of third parties;
 - 4.1.3 protect its IT environment against malware with state-of-the-art anti-virus programmes prior to making use of the SaaS; and
 - 4.1.4 in accordance with the Service Level Agreement immediately report any defect concerning the SaaS, state the circumstances in which such error or defect occurs, and actively support IN Groupe in troubleshooting.
- 4.2 Should a third party assert any claims vis-à-vis IN Groupe in connection with the violation of the Customer’s obligations under this agreement, the Customer shall hold IN Groupe harmless from such claims and shall at its own cost defend IN Groupe against such claims.
- 4.3 Access to the SaaS shall be restricted to the registered and logged-in users using their respective personal account. Group accounts are not permitted.
5. Claims for defects
- 5.1 In case of non-fulfilment of the Service Level Agreement, the Customer’s sole remedy shall be to reduce remuneration as set out in the Service Level Agreement. Other remedies are expressly excluded.
- 5.2 The Customer shall immediately notify IN Groupe of all defects of the SaaS. To the extent IN Groupe is unable to fulfil its performance obligations due to lacking or delayed cooperation by the Customer, IN Groupe shall be released from its performance obligations.
- 5.3 IN Groupe shall work toward remedying any problem regarding availability after receipt of a notice of any such problem within a reasonable deadline, as long as such problem can be reproduced. To the extent a problem with availability is caused by defective third-party software employed by IN Groupe to provide the SaaS, IN Groupe’s sole obligation shall be to rectify availability by installation of available third-party software upgrades or by way of service calls.
- 5.4 The Customer shall cooperate in the remediation of any problems with availability and shall, in particular, provide all required information that IN Groupe needs for purposes of analysis and remediation of the defect.
- 5.5 The Customer shall not be entitled to terminate or rescind the Agreement due to defects or availability issues unless the remedy of a material defect has finally failed after at least two reasonable attempts by IN Groupe.

6. Term, termination and exit management

- 6.1** The Agreement shall enter into force upon signing by the Parties and shall remain active for an initial period of thirty-six (36) months starting on the date agreed in the Agreement. At the term of this initial period, the Agreement shall be automatically extended for additional(s) twelve (12) months period, unless terminated by either Party at least three (3) calendar months prior written notice to the expiration of the Agreement.
- 6.2** Each Party undertakes to immediately hand back to the other Party (or if requested delete) upon that Party's request all documents and documentation, records or concepts made available in the course of the contractual term upon termination of the Agreement.
- 6.3** Upon termination of the SaaS, irrespective of the reason thereof
- all of the Customer's rights of use in the Client Software shall expire. All rights granted by IN Groupe to the Customer granted hereunder shall revert to IN Groupe,
 - the Customer shall be obliged to delete all access data and any printouts of pertaining documentation. IN Groupe shall be entitled to request respective proof.
- 6.4** In case of ordinary termination, the Customer shall, prior to expiry of the SaaS, delete and store elsewhere all data stored on the servers of IN Groupe as part of the SaaS. The Customer shall be entitled to instruct IN Groupe to keep data available beyond the foregoing provided the Parties agree on a reasonable remuneration.
- 6.5** In case of extraordinary termination, the Customer's data shall, after termination of the licensing relationship, be deleted by IN Groupe, unless the Customer instructs IN Groupe to keep its data stored beyond such period and pays a reasonable remuneration for such service.

Section C – Specific Terms applicable to Support and Maintenance

1. Scope

- 1.1** IN Groupe provides the support stated in the Individual Contract for its own software ("**IN Groupe Software**") and for hardware ("**Supported Hardware**"). The support for IN Groupe Software is referred to as "**Supported Software**". All support services rendered are referred to as "**Support Services**". IN Groupe may also provide support for specifically identified third-party software if expressly agreed in the Individual Contract. Such third-party software shall only be included in the Supported Software to the extent expressly stated in the Individual Contract.
- 1.2** IN Groupe shall only be obliged to provide Support Services with regard to the Supported Software in its current version, considering the most recent Major or Minor Releases Upgrade or Update.
- 1.2.1** A "**Major Release**" refers to a significant change of the Supported Software in functionality or architecture, including any release designated as major by IN Groupe.
- 1.2.2** A "**Minor Release**" refers mainly to improvements and bugfixes of the Supported Software, including any release designated as minor by IN Groupe.
- 1.2.3** For a period of twenty-four (24) months after making available the current Major or Minor Release the previous version of the Software will be continued to be supported.
- 1.3** The use of a new version of the Supported Software may require an adaptation of the software or hardware environment (e.g. the operating system). The adaptation of the environment is not part of the Support Service. To the extent new minimum system requirements apply, IN Groupe shall inform the Customer accordingly. The Customer shall ensure that such requirements are complied with to the extent reasonable.
- 1.4** IN Groupe does not warrant that Major or Minor Releases are backwards compatible with previous releases and/or other existing systems of the Customer. The Customer is entitled to request a confirmation of compatibility from IN Groupe and shall provide IN Groupe with the required information with regard to its systems with regard to which it wishes a confirmation of compatibility.
- 1.5 Support Levels.** The Support Levels are divided into three tiers:
- 1.5.1** "**First level support**" shall mean a) delivery of standard answers to commonly recurring questions and b) assisting with application-related issues arising during day-to-day use of the system and c) first point of contact for technical questions concerning a purchased deliverable.
- 1.5.2** "**Second level support**" shall mean a) handling documented issues for which solutions or workarounds exist but which need to be handled on a user-specific bases and b) assistance with issues that require "read or write" access to the system and c) handling more challenging issues that First level support is unable to resolve. Second level support is the escalation level above First level support.
- 1.5.3** "**Third level support**" shall mean support in dealing with new, as yet undocumented issues for which solutions need to be found and b) advise First and/or Second level support staff and c) by definition, issues resolved by Third level support become solutions for First and/or Second level support. Third level support is the escalation level above Second level support.

1.5.4 "**Partner**" shall mean a party reselling, distributing, or sub-licensing IN Groupe Products and/or Services to its end-Customers directly or through the appointment of another third-party.

2. Support Services

- 2.1** The Support Services shall comprise of the following:
- 2.1.1** Remote diagnosis in case of defects of the Supported Software via telephone or remote system access, in case of hardware diagnosis via telephone;
- 2.1.2** Support and consultation via telephone and email (hotline) in case of defects of the Supported Software pursuant to Section 10 below;
- 2.1.3** Provision of new versions of the Supported Software, by way of Major or Minor Releases as soon as such new version is available and has been released for delivery by IN Groupe or the licensor of Third-Party Software. The timing of such releases shall be determined by IN Groupe or the licensor of Third-Party Software, respectively, within its reasonable discretion.
- 2.2** In particular, the Support Services do not include services:
- 2.2.1** required due to the use of the Supported Software in a new hardware or software environment;
- 2.2.2** required due to Customer's interference with the Supported Software, and
- 2.2.3** in connection with the interoperability of the Supported Software with other computer programs than those supported by the Supported Software (cf. the current list on the IN Groupe website under <https://doc.nexusgroup.com>).
- 2.3** Any services beyond the provisions of these Terms and Conditions and any applicable Agreement shall be rendered by IN Groupe on the basis of specific agreements and against separate remuneration.
- 2.4** If not otherwise explicitly agreed in the Agreement, IN Groupe only provides Third Level Support.
- 2.5** The present terms and conditions are subject to [Nexus Lifecycle Policy](#).
- 2.6** If the software of the Customer has reached end-of-life according to IN Groupe Lifecycle Policy, the following provisions shall be applicable:
- 2.6.1** IN Groupe support shall be limited to the analysis of defects.
- 2.6.2** IN Groupe shall investigate each defect on a best effort basis and does not guarantee or warrant any response and/or restore time.
- 2.6.3** IN Groupe support is provided "as is" and does not cover the development or backporting of any of the software functionalities.
- 2.6.4** IN Groupe may undertake at its sole discretion to provide solutions or workarounds for security patches or vulnerabilities. In such case, a purchase order for the provision of Delivery Services shall be issued by IN Groupe.
- 3. Major and Minor Releases**
- 3.1** Thirty (30) calendar days after the download of a Major or Minor Release by the Customer, the rights of use in the respective previous version of the Supported Software shall expire. However, if the Customer without undue

delay, but not later than fourteen (14) calendar days after being informed about the availability of the Major or Minor Release, notifies IN Groupe in writing that it does not wish to use these, or in case the Major or Minor Release is defective, it shall remain entitled to use the previous version.

- 3.2** If a new Major or Minor Release is provided, the Customer shall de-install the old version and delete existing copies of the former version. The Customer may retain the old version for documentation and emergency purposes only.

4. Rights of Use with regard to Major and Minor Releases

- 4.1** Within the scope of the licensing model agreed under the respective Agreement, IN Groupe shall grant to the Customer the permanent, non-sublicensable and non-exclusive right to run the IN Groupe Major or Minor Releases for its own purposes on its own computers and, to the extent required for running the Software and for backup purposes as per Article 4.3, to copy it. Apart from such right, no further rights of use in the Software are granted to the Customer. In particular, IN Groupe reserves its rights with respect to any change, copy, distribution, and publishing of the Software. The Customer warrants that only the named users will get access to the Software. The Customer shall instruct its employees to comply with the provisions of these Terms and Conditions.
- 4.2** The Customer shall be entitled to print out and copy the user documentation for its own purposes. Any forwarding to or sharing with third parties is not permissible.
- 4.3** In the event the Customer was not provided with a backup copy, it shall be entitled to make one (1) machine-readable copy of the Software for backup purposes, ensuring that such copy is labelled as a "backup copy" in machine-readable form or plain writing. The Customer shall ensure that no backups or copies of the computer program are made within the scope of other data backups.
- 4.4** The removal of serial numbers, copyright notices or other programme identification features is prohibited. The same applies with respect to the suppression of the on-screen display of such features.

5. Modifications (Major and Minor Releases)

- 5.1** The Customer is not permitted to reconstruct the source code of the Software (decompiling) or to modify the program, except to the extent expressly permitted under applicable mandatory law.

6. Obligation to Notify Defects (Major and Minor Releases)

- 6.1** The Customer shall examine immediately the Software with respect to completeness and possible defects, including conducting a test of the functionality of the programme components, and shall notify any defects to IN Groupe without undue delay but not later than thirty (30) calendar days after download of the Software. If the Customer fails to provide the above notice, the Software shall be deemed approved, with the exception of defects which were not recognisable by such examination. In case such defect becomes apparent later, the Customer shall provide notice without undue delay after the discovery; otherwise the Software shall be deemed approved also with respect to such defect.
- 6.2** A "notice of defect" shall state the asserted defects as detailed as possible, indicating the circumstances of the environment, the installation, performed functions, the detected defect pattern, the effects of such defect on the functionality of the IN Groupe Software, and any on-screen defect messages (qualified defect message).

7. Claims for Defects (Major and Minor Releases)

- 7.1** IN Groupe shall assume warranty obligations in case of defects of the IN Groupe Software pursuant to the provisions of this Section 7.
- 7.2** The nature and quality of the Software is conclusively described in the program specifications described at <https://doc.nexusgroup.com>. IN Groupe does not assume any guarantee with respect to the nature and quality and/or durability of the Software nor any other guarantee, unless it has explicitly assumed a specified guarantee under an Agreement.
- 7.3** IN Groupe shall not be liable for any defects resulting from the use of a hardware and software environment that does not materially meet the applicable system requirements described at <https://doc.nexusgroup.com>. The Customer may not assert any claims for defects resulting from a program modification which was not approved by IN Groupe. If the Customer installs the Software itself, it may not assert any claims for immediate or subsequent defects occurring in connection with the installation, unless the defect results from incorrect installation instructions by IN Groupe.
- 7.4** IN Groupe shall remedy any material defects and/or defects of title upon receipt of a timely and reasonable notice as per Section 6 by the Customer. IN Groupe may, at its own discretion, remedy the defect either by rectification or delivery of a new copy of the Software (right to subsequent performance) within a reasonable period of at least four (4) weeks. In particular, IN Groupe shall be entitled to remedy defects by delivery of new program packages (patches, updates) that are free of the reported defect. Where reasonable, such program packages shall be installed by the Customer. Otherwise, IN Groupe shall install the package via remote access. In the latter case, the Customer shall grant to IN Groupe the required remote access to the installation environment of the Software. IN Groupe may, as a means of rectification, provide a workaround solution for the period until final remedy of the defect.
- 7.5** The Customer shall not be entitled to rescind the Agreement unless the rectification of a material defect has finally failed.
- 7.6** In the event of a new delivery, IN Groupe shall be entitled to deliver a new program version with an equivalent range of functions. An initial training or user instruction for a modified program shall, in principle, not be deemed unacceptable for the Customer.
- 7.7** If the Agreement provides that IN Groupe shall carry out the installation upon instruction of the Customer, warranty rights shall become time-barred after one (1) year of completed installation of the Software. Otherwise, the Customer's claims for defects shall become time-barred one (1) year from the date of the download of the Software by the Customer. In the event of a wilful concealment of defects, statutory warranty provisions shall apply.
- 7.8** The Customer shall reimburse IN Groupe for all expenses incurred by IN Groupe due to the Customer's request to rectify a defect if it turns out after inspection that no defect exists.
- 8. Protection of the IN Groupe Software and Audit (Major and Minor Releases)**
- 8.1** The Customer shall protect the access to the License key, the Software and any access information against any unauthorised third-party access.
- 8.2** IN Groupe reserves the right to request a written report from the Customer on the current usage and number of installed licenses which the Customer has to provide within seven (7) calendar days upon written request.
- 8.3** Should the Customer intend to use the Software beyond the extent agreed under the respective Agreement, it shall

acquire the required rights of use against payment of the applicable licence fee. Should the Customer culpably exceed its rights of use significantly (e.g. a continuous unpermitted use of more than 10%), it undertakes to pay to IN Groupe a contractual penalty. The contractual penalty shall amount to 50% of the licence fee payable for such additional use. The obligation to pay respective licence fees shall remain unaffected. IN Groupe shall not be obliged to state its entitlement to contractual penalties upon acceptance of the licence fee.

9. Obligations to cooperate

9.1 The Customer shall reasonably cooperate with IN Groupe with respect to the Support Services and shall in particular:

- 9.1.1 not modify the Supported Software or have it modified by third parties without IN Groupe's explicit consent in writing;
- 9.1.2 inform IN Groupe immediately of all defects of the Supported Software, including a detailed description of such defects, upon request provide IN Groupe with system error notifications, system protocols, test results, and other means to illustrate the defect, and be available for further information;
- 9.1.3 provide suitable test data upon request of IN Groupe should any tests become necessary. This shall not apply if the Customer allows IN Groupe to carry out such tests in the system of the Customer or if the Parties agree that the tests are to be carried out by the Customer;
- 9.1.4 notify IN Groupe of any relevant changes to the software and hardware environment as well as to the location where the program is installed. IN Groupe shall be entitled to refuse continuation of maintenance at any new location provided that the new location does not allow IN Groupe to provide the services in the same manner and at the same costs as before.

9.2 In case IN Groupe has agreed to provide Third-level support to a Partner's End-Customer, upon request, the Partner shall provide a handover document to IN Groupe mentioning:

- A description of the project, including (i) the Supported Software products, versions and connectors, and (ii) the Supported Hardware products and versions;
- Information about the technical concept, the configuration (roles, workflows), the certificate management (PKI), the infrastructure (servers, versions, OS), the Third-Party Software, and, where possible, the reference system (VM).

9.3 At the Partner's own costs, IN Groupe may suspend the provision of Support Services until receipt such handover document.

9.4 If reasonably requested by IN Groupe, other servicing activities of the Customer's IT system shall be suspended or discontinued during support and maintenance services hereunder.

9.5 The Customer shall ensure the availability of a current backup of its data at any time.

9.6 Upon request the Customer shall provide IN Groupe with the appropriate access for remote servicing of the Supported Software. The Customer shall provide IN Groupe with logs and screenshots for troubleshooting.

9.7 Upon IN Groupe's request the Customer shall make available a test environment to IN Groupe.

10. Helpdesk

10.1 The Customer shall contact the helpdesk as instructed by IN Groupe on <https://doc.nexusgroup.com> and only as follows: The Customer may appoint up to ten (10) employees as "**Customer Helpdesk Contact**" by registering them with IN Groupe (by stating any relevant information (e.g. software version) or serial number, device name and location in case of hardware of the products which shall be subject to the Support Services and the Customer's identity and location). The Customer shall ensure that Customer Helpdesk Contacts are familiar with the Supported Software, Hardware and the IT environment of the Customer. The helpdesk shall only be contacted by Customer Helpdesk Contacts.

10.2 IN Groupe shall respond to service requests in accordance with the response times stated under Section 11 within the following maintenance times: Monday to Friday, except on Swedish and/or German and/or French public holidays, regional holidays and on 24 and 31 December of each year ("**Business Days**"), from 8.00 am to 4.00 pm CET (Basic Support), 08.00 am to 6.00 pm CET (Advanced Support), 08.00 am to 8.00 pm CET (Enterprise Support) ("**Business Hours**"). For clarification purposes, the definition of "Business Hours" varies depending on which support level the Customer has purchased.

11. Response Time and Restore Time

11.1 IN Groupe undertakes to respond to service requests within the below response times and to inform the Customer about the preliminary defect analysis and possible workaround steps for emergency relief. For the avoidance of doubt, where Support Services have been ordered under an Individual Contract and no specific support level is identified, the applicable support level shall be Software Basic Support.

11.2

Software Basic Support

	Response Time	Restore Time
Severity A (S1)	8 hours within Business Hours	When available
Severity B (S2)	24 hours within Business Hours (equates to 3 business days)	N/A
Severity C (S3)	48 hours within Business Hours (equates to 5 business days)	N/A

Software Advanced Support

	Response Time	Restore Time
Severity A(S1)	4 hours within Business Hours	Work around in 16 working hours after initial analysis
Severity B(S2)	16 hours within Business Hours (equates to 2 business days)	When available
Severity C (S3)	30 hours within Business Hours (equates to 4 business days)	When available

Software Enterprise Support

	Response Time	Restore Time
Severity A (S1)	2 hours within Business hours	Work around in 8 working hours after initial analysis
Severity B (S2)	8 hours within Business Hours	When available
Severity C (S3)	24 hours within Business Hours (equates to 2 business days)	When available

Software Enterprise 24x7 Support*

	Response Time	Restore Time
Severity A (S1)	2 hours	Work around in 8 working hours after initial analysis
Severity B (S2)	8 hours	When available
Severity C (S3)	24 hours	When available

Hardware Support

E-mail Support	Yes
Response Time	48 hours
Phone Support	Yes

* The support hotline for Enterprise support is available 24/7: 24 hours a day, 7 days a week, 365 days a year for incidents with the severity level A. The defect classes used in this table are defined below in Article 11.4.

11.3 The “**Response Time**” according to Article 11.1 commences upon receipt of the service request by IN Groupe according to Section 10. The service request shall at least include information regarding the affected software component, the entered data, the current software and hardware environment and the malfunction of the Supported Software and has to be submitted in accordance with Section 10. The Response Time is suspended during times at which the Customer does not comply with its related co-operational obligations pursuant to the Agreement. The Response Time shall only run during Business Hours; service requests received outside Business Hours are deemed to be received at the beginning of the next Business Hours period. The actual Response Time shall end upon IN Groupe’s response to the Customer pursuant to Article 11.1.

11.4 The Restore Time according to Article 11.1 commences upon the expiration of the Response Time. The actual Restore Time shall end upon rectification of the defect or by a reasonable work-around. Article 11.2 shall apply accordingly. Prerequisites for being compliant with the Restore Time are:

- 11.4.1** Customer has an up-to-date backup available
- 11.4.2** System is set up with high availability (e.g. with automated failover capability)
- 11.4.3** IN Groupe has remote access to the production environment
- 11.4.4** Case is reproducible preferable in the IN Groupe reference environment too, or at least in a Customer’s environment

11.5 Defects shall be classified as follows:

11.5.1 “**Severity A (S1)**”: A complete system failure or major disruption of the Supported Software that causes key functionality to be entirely unusable.

11.5.2 “**Severity B (S2)**”: A significant disruption of system functionality or degradation of performance that severely affects the usability of the Supported Software

11.5.3 “**Severity C (S3)**”: A moderate disruption of system functionality or minor performance degradation that does not severely affect usability.. The issue is inconvenient but does not impact core operations.

Should the Customer disagree with IN Groupe’s classification of a defect, the Customer shall object in textual form without undue delay.

12. Supported Hardware

12.1 IN Groupe shall assume the maintenance of the Supported Hardware specified in the Agreement. The maintenance includes troubleshooting to ensure the operational readiness of the Supported Hardware. Unless otherwise agreed, IN Groupe does not guarantee its uninterrupted operational readiness.

13. Remuneration

13.1 The remuneration for the Support Services to be rendered is set forth in the Agreement.

13.2 To the extent the Agreement does not provide the applicable rates for such Support Services in whole or in part, IN Groupe’s price lists applicable at the time of the conclusion of the Agreement shall apply.

13.3 Travelling time and costs will be remunerated and invoiced to the Customer separately.

13.4 Support Services will be invoiced to the Customer on a yearly basis in advance unless otherwise specified in Agreement.

13.5 If it turns out in case of a service request by the Customer that there is no defect or malfunction for which IN Groupe is responsible the Customer shall compensate IN Groupe for its reasonable costs incurred due to the notification.

14. Term and termination

14.1 The Agreement for Support Services shall have a minimum term of twelve (12) months. After expiry of such minimum term, the Agreement shall automatically be renewed for additional(s) one (1) year periods, unless one of the Parties terminates the Agreement by giving three (3) months’ notice prior to expiry of the contractual term.

Section D – Specific Terms applicable to Delivery Services

1. Scope

- 1.1 These Specific Terms for Delivery Services apply to all delivery services ("**Delivery Services**").
- 1.2 IN Groupe shall provide the Delivery Services on its own premises, from Monday to Friday (with the exceptions of public holidays) between 09.00 and 17.00 local time.
- 1.3 IN Groupe will not be responsible for achieving any Project for Works, unless a contract for Project Works has been entered into. The Customer shall be responsible for providing IN Groupe with the necessary resources, permits and information or other required support.

2. General Rules for Delivery Services

- 2.1 Unless explicitly agreed otherwise, IN Groupe will not render services on the premises of the Customer. Any services rendered on the Customer's premises as well as any other services beyond the scope of these Terms and Conditions and any Agreement shall be rendered by IN Groupe against separate payment of actuals according to the agreed daily rates.
- 2.2 IN Groupe shall only deploy adequately qualified personnel for the performance of its obligations under Agreements.
- 2.3 The Delivery Services under any Agreement shall generally be rendered in the English language. If the Delivery Services are to be rendered in another language, this has to be specifically agreed between the Parties.

3. General Rules for Project for Works

- 3.1 If IN Groupe shall provide Delivery Services as a project for works, where a specific result is to be achieved by IN Groupe which has been jointly defined in detail ("**Project for Works**"), Sections 8 and 9 apply in addition to the other Sections of these Specific Terms for Delivery Services and take precedence in case of conflict.
- 3.2 As part of the Agreement for Project for Works, the Parties shall sign a written statement of work ("**SOW**") detailing the Project for Works to be achieved by IN Groupe, including the applicable acceptance procedure.
- 3.3 The project specifics, such as implementation plan or time schedules shall be specified in the SOW.
- 3.4 IN Groupe may freely determine the methods and tools necessary for providing the Project for Works.

4. Obligations of the Customer

- 4.1 The Customer shall fulfil all of its cooperation obligations required or helpful for the performance of Delivery Services by IN Groupe.
- 4.2 In particular, the Customer shall grant to IN Groupe all rights of access to premises and buildings at which IN Groupe is to perform its services and provide IN Groupe proactively with all required or helpful information.
- 4.3 If the Customer fails to fulfil its cooperation obligations, IN Groupe shall be released from its performance obligations to the extent the respective performance requires the Customer's cooperation.
- 4.4 Where the Customer commissions third parties in connection with the fulfilment of its cooperation obligations, the Customer shall be liable for its own faults as well as for the fault of such third parties. In the event the Customer (or such third party) violates its duty to cooperate, it shall compensate IN Groupe for all resulting damages.
- 4.5 The Customer is responsible to procure any required authorisations and licenses for the operation of its hardware and software as well as for any approvals or authorizations required to receive the Delivery Services,

e.g. export control permits. In particular, this also applies to any and all software licenses which are necessary for the intended use of the services provided by IN Groupe.

5. Rights of Use

- 5.1 To the extent any result of the Delivery Services is protected by intellectual property rights (e.g. in the case of software), IN Groupe shall grant to the Customer the permanent, non-exclusive right to use the result of the Delivery Services for its own purposes. IN Groupe reserves its rights with respect to any change, copy, distribution, and publishing of the result of the Delivery Services.
- 5.2 The Customer shall instruct its employees to comply with the provisions of the Agreement.

6. Rights of Use with Regard to Project for Works

- 6.1 To the extent the Project for Works are protected by intellectual property rights, IN Groupe shall grant to the Customer the permanent, non-exclusive right to use the Project for Works for its own purposes. IN Groupe reserves its rights with respect to any change, copy, distribution, and publishing of the Project for Works.

7. Remuneration and Payment

- 7.1 The remuneration for the Delivery Services and/or the Project for Works to be rendered is set forth in the Agreement. To the extent the Agreement does not provide the applicable rates for such Delivery Services and/or Project for Works in whole or in part, IN Groupe's price lists applicable at the time of the conclusion of the Agreement shall apply and IN Groupe shall be remunerated on a time and material basis.
- 7.2 Unless explicitly agreed otherwise, travelling time and costs will be remunerated and invoiced to the Customer separately.
- 7.3 The Delivery Services will be invoiced to the Customer on a monthly basis.
- 7.4 Unless explicitly agreed otherwise, the remuneration for Project for Works will be invoiced as follows:
 - (i) 20% after conclusion of the Agreement, and
 - (ii) 60% according to progress made (e.g. milestones defined in the SOW), and
 - (iii) 20% after acceptance

In case of partial acceptances, IN Groupe shall be entitled to invoice the part of the remuneration which corresponds to the respective Deliverable accepted.

8. Acceptance

- 8.1 IN Groupe shall inform the Customer about the date as of which the Delivery Services will be ready for acceptance testing ("**Acceptance Readiness Date**"). The Customer shall then promptly commence to carry out the agreed acceptance testing procedures, exclusively to verify compliance of the Delivery Services with the SOW. To the extent not explicitly agreed otherwise, the acceptance procedure shall be carried out as described in this article 8.1.
- 8.2 Within fourteen (14) business days as of the Acceptance Readiness Date or as of the receipt of the respective notice indicating the Acceptance Readiness Date, whichever is later, ("**Acceptance Deadline**"), the Customer shall declare in writing acceptance, acceptance with reservation or its refusal to accept. The Delivery Services are deemed to be accepted if the Customer does not declare in writing its refusal to accept within the Acceptance Deadline. Any such refusal or acceptance with reservation shall include the detailed description of the material defects which prevent the acceptance (without reservation).

8.3 In any event, the Delivery Services shall be deemed to be accepted if the Customer actually makes use of the Delivery Services (other than for mere purposes of the acceptance testing).

8.4 In case of non-material defects, the Customer may not refuse acceptance but shall instead accept the Delivery Services with reservation.

8.5 IN Groupe will rectify the defect within a reasonable time not shorter than thirty (30) calendar days as of receipt the Customer's refusal to accept or acceptance with reservation. Upon completion of the rectification, the Parties shall proceed as provided for in Article 8.1 et seq. above.

8.6 If rectification of a material defect finally fails after at least two reasonable attempts by IN Groupe, the Customer shall be entitled to reduce the remuneration appropriately or, as a last resort, terminate the affected part of the Agreement, provided that the defect materially impairs the usability of the relevant Deliverable. Termination of the entire Agreement shall only be permitted if the affected Deliverable cannot reasonably be separated from the remaining Deliverables.

8.7 If IN Groupe fails to have the Delivery Services ready for acceptance testing in due time, the Parties shall agree on a reasonable additional time period (not to be shorter than thirty (30) working days) for IN Groupe to deliver the Delivery Services. If after such additional time period the Delivery Services is still not ready for acceptance testing, the Customer may set a final deadline by written notice (not to be shorter than twenty (20) working days after IN Groupe received the Customer's notification). Such written notice shall provide a warning that the Customer may rescind the Agreement if the final deadline expires. In the event the Delivery Services is still not ready for acceptance testing at such final deadline, the Customer shall be entitled to rescind the respective Agreement.

8.8 If the Customer causes a delay, IN Groupe shall be entitled to adjust the delivery dates for the Delivery Services accordingly and to be compensated for any damage incurred to IN Groupe due to such delay.

9. Defects with regard to Delivery Services

9.1 IN Groupe shall assume warranty obligations in case of defects of the Deliverable pursuant to the provisions of this Section 9.

9.2 The nature and quality of the Delivery Services are conclusively described in the SOW. IN Groupe does not assume any guarantee with respect to the nature and quality and/or durability of the Delivery Services nor any other guarantee, unless it has explicitly assumed a specified guarantee under an Agreement.

9.3 IN Groupe shall not be liable for any defects resulting from the use of a hardware and/or software environment that does not meet the system requirements described in the Agreement. The Customer may not assert any claims for defects resulting from a modification of the Delivery Services which was not carried out, arranged for or approved by IN Groupe.

9.4 In case of a defect, IN Groupe may, at its own discretion, remedy the defect either by rectification or delivery of a new item (right to subsequent performance) within a reasonable period of at least four (4) calendar weeks. In case the Deliverable relates to software code,

- (i) IN Groupe shall be entitled to remedy defects by delivery of new program packages (patches, updates) that are free of the reported defect;
- (ii) where reasonable, such program packages shall be installed by the Customer. Otherwise, IN Groupe shall install the package via remote access. In the latter case, the Customer shall grant to IN Groupe the required remote access to the installation environment of the Software. IN

Groupe may, as a means of rectification, provide a workaround solution for the period until final remedy of the defect;

in the event of a new delivery, IN Groupe shall be entitled to deliver a new program version with an equivalent range of functions. An initial training or user instruction for a modified program may not be deemed unacceptable for the Customer.

9.5 If subsequent performance finally fails after at least two reasonable attempts by IN Groupe, the Customer may reduce the remuneration or, in case of a material defect substantially impairing the usability of the affected Delivery Services, terminate the affected part of the Agreement in accordance with applicable law.

Any rectification by the Customer or a third party shall require prior written notice to IN Groupe and a reasonable opportunity for IN Groupe to remedy the defect first.

9.6 The Customer's claims for defects shall become time-barred one (1) year from the date of (partial) acceptance. In case of wilful concealment of defects, statutory warranty provisions shall apply.

9.7 Where no defects are being detected by IN Groupe, the Customer shall assume all costs associated to their request to rectify said absent defect, including IN Groupe's costs.

10. Term and Termination

10.1 The Delivery Services shall be provided from and to the date agreed between the Parties in the respective Agreement.

10.2 The Customer shall be entitled to terminate the respective Agreement for the Delivery Services for convenience with thirty (30) calendar days' prior written notice. In such case, the Customer shall pay to IN Groupe the agreed remuneration for the Delivery Services less only those costs demonstrably saved by IN Groupe as a direct result of the termination. IN Groupe shall not be required to accept alternative use of personnel or resources beyond commercially reasonable efforts.

10.3 A partial termination of the Agreement for a Delivery Services is possible only with respect to separable parts of the Delivery Services.

10.4 IN Groupe shall be paid for the part of the Delivery Services rendered until termination. The possibility to assert claims for damages remains unaffected.

Section E – Specific Terms applicable to Hardware

1. Scope

- 1.1. These Specific Terms for Hardware apply to all hardware products ("Hardware")

2. Sale or rent of Hardware

- 2.1. Hardware is provided for sale, except for ID-card printers that are provided for rent.

- 2.2. IN Groupe is not obliged to install the Hardware.

3. Embedded software

- 3.1. To the extent that there is any software embedded in or provided with the Hardware, the software shall not be sold as part of the Hardware. The Customer agrees to use such software only in conjunction with the normal operation of the Hardware. If such software is provided by IN Groupe, IN Groupe grants to Customer a non-exclusive, non-transferable license to use the software for such purposes. The Customer shall have no right to print, copy, distribute, adapt, translate, de-compile, reverse engineer, disassemble or otherwise derive the source code of, or display such software. Depending on the software, the Specific Terms for Software applies. Should the software be provided by a third-party, the applicable third-party license terms and other relevant terms shall apply. IN Groupe shall not be responsible for third-party software, and the Customer undertakes to only use such software in accordance with the applicable terms.

4. Delivery

- 4.1. The Hardware shall be delivered in accordance with Ex Works (EXW) INCOTERMS 2020, IN Groupe's warehouse. However, IN Groupe will as a separate service deliver the Hardware to an address specified by the Customer at the cost of the Customer if agreed in the Agreement.
- 4.2. The costs of packaging, dispatch and transport insurance are borne by the Customer.
- 4.3. Title to the Hardware shall pass to the Customer upon completed delivery and full payment in accordance with the Agreement. This shall not be applicable to ID-card printers rented under the subscription model.
- 4.4. Customer shall bear the risk of loss and/or damage of items of the Hardware during the Agreement effect, starting from delivery.
- 4.5. In case of any inconsistency between the Agreement and INCOTERMS 2020, the Agreement shall prevail.

5. Limited warranty

- 5.1. IN Groupe warrants for the time specified below for each Hardware category that the Hardware will conform to the Documentation and be free of defects in materials and malfunction in normal use for which the Hardware was intended. The warranty period starts on the day of delivery of the products.

ID-card printers – 12-month warranty. However, if the Customer has entered into a Support and Maintenance contract with IN Groupe within 30 days from the delivery of the Hardware and the Support and Maintenance contract is valid for a period of minimum 24 months, the warranty-period for the Printer is 24 months instead of 12 months.

Request-to-exit buttons – 12-month warranty

Desktop readers – 12-month warranty

RFID products – 3-month warranty

Accessories – 3-month warranty

Printer consumables – 3-month warranty

- 5.2. To claim a warranty breach, the Customer shall notify IN Groupe as soon as reasonably possible after detection of the breach, with a written description of the problem and the serial number of the Hardware and shall, unless the parties agree otherwise, return the Hardware, at the Customer's expense, to an address specified by IN Groupe.

- 5.3. The warranty shall not apply to defects or malfunctions to the extent caused by (a) abuse of the Hardware, (b) use in an environment beyond IN Groupe's or the applicable third-party manufacturer's specifications, (c) incorrect installation or use by the Customer, or (d) consumables not approved by IN Groupe.

- 5.4. In the event of a breach of warranty notified as specified in Article 5.2 above, IN Groupe will either (i) decide to repair or replace the Hardware, or (ii) if IN Groupe determines that neither repair nor replacement is economically viable, refund the purchase price with deduction for fair wear and tear. This shall be the Customer's full and final remedy in the event of a warranty breach.

- 5.5. Except to the extent set out above, the Hardware is provided without any warranties of any kind such as, but not limited to, that the Hardware will meet the Customer's requirements, be error-free or any implied warranties such as of merchantability or fitness for a particular purpose.

- 5.6. The different time periods for the warranty stated in 5.1 above does not apply in case the Supplier is Nexus Technology GmbH. In such case, the warranty period is stated in this point 5.6. Notwithstanding Sec. 438 (1) No. 3 BGB (German Civil Code), the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. This limitation shall not apply where liability cannot be limited under applicable mandatory law.

6. Obligation to Notify Defects

- 6.1. The Customer shall examine immediately the Hardware with respect to completeness and possible defects, including by conducting a test of the functionality, and shall notify any defects to IN Groupe without undue delay but not later than fourteen (14) calendar days after receipt of the Hardware. If the Customer fails to provide the above notice, the Hardware shall be deemed approved, with the exception of defects which were not recognisable by such examination. In case such defect becomes apparent later, the Customer shall provide notice without undue delay after the discovery; otherwise the Hardware shall be deemed approved also with respect to such defect. A notice of defects shall state the asserted defects as detailed as possible, indicating the circumstances of the environment, performed functions, the detected defect pattern and the effects of such defect on the functionality of the Hardware.