



End User License Agreement for Jedox SAAS

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING OR ACCESSING THE SOFTWARE

THIS END USER LICENSE AGREEMENT FOR JEDOX SAAS (THIS “**SAAS EULA**”) IS A LEGALLY BINDING AGREEMENT BETWEEN THE JEDOX ENTITY IDENTIFIED IN APPENDIX 1 AND THE ENTITY NAMED END-CUSTOMER IN THE USAGE AGREEMENT (“END-CUSTOMER”) AND IT GOVERNS THE END-CUSTOMER’S USE AND ACCESS OF JEDOX SAAS. THIS ACCESS AND USE OF JEDOX SAAS SHALL TAKE PLACE UNDER A USAGE AGREEMENT; WHICH IS CONCLUDED WITH THE RESELLING PARTNER OF THE END-CUSTOMER (“USAGE AGREEMENT”). BY USING OR ACCESSING JEDOX SAAS THE END-CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS SAAS EULA: THE INDIVIDUAL ACTING ON BEHALF OF END-CUSTOMER REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS SAAS EULA ON BEHALF OF END-CUSTOMER. IF THE END-CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS SAAS EULA, THE END-CUSTOMER MAY NOT USE OR ACCESS JEDOX SAAS.

1. DEFINITIONS.

“**Affiliate**” means, with respect to either Party, any legal entity that directly or indirectly controls, is controlled by or is under common control with such Party, where “control” means (a) ownership of more than 50% of the equity of such Party or entity or (b) the power to direct or cause the direction of the management and policies of such Party or entity.

“**Confidential Information**” means any and all information disclosed or made accessible by or on behalf of one Party or its Affiliates to the other Party or its Affiliates (or any representative of any of them), whether orally, visually, in writing or in any other form, which is either (a) marked or identified as “confidential” at the time of disclosure or (b) of a nature that a reasonable business person would understand, under the circumstances, to be confidential or proprietary provided that the disclosing Party generally treats it as confidential, including all technical, product, service, business, marketing, sales, financial and pricing information and data, techniques, methodologies, processes, algorithms, know-how, ideas, concepts, inventions, discoveries and trade secrets, including information of or about (including the identity of) employees, affiliates, End-Customers, licensors, suppliers, subcontractors and representatives. The following information is Jedox’s Confidential Information whether or not marked or identified as such: (i) all Jedox Property (defined in Section 9 (Intellectual Property)); (ii) the terms of this SaaS EULA and pricing; and (iii) Jedox’s roadmaps, product plans, product designs, architecture, technology and technical information, and audit reviews, however disclosed. End-Customer Data is End-Customer’s Confidential Information, whether or not marked or identified as such.

“**Documentation**” means the Jedox published user manuals, guides, policies and instructions regarding Jedox SaaS, as applicable, that are made generally available by Jedox to its End-Customers as formal documentation of the use, operation and functionality of Jedox On-Premises, Jedox BYOI or Jedox SaaS (including the applicable specifications and release notes), as such materials are updated by Jedox from time to time.

“**Intellectual Property**” means all: (a) trademarks, service marks, brand names, certification marks, collective marks, d/b/a’s, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, including all renewals of



the same, and all goodwill associated therewith and symbolized thereby; (b) inventions and discoveries, whether patentable or not, invention disclosures and all patents, registrations, and like rights of exclusion and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (c) trade secrets and know-how, including those included in Confidential Information; (d) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of information), copyrights and database rights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; and (e) moral rights, design rights, mask works, rights of privacy and publicity; and (f) all other intellectual property and proprietary rights including rights under unfair competition and market practice laws; in each case throughout the world and whether registered or not.

“**Jedox**” means the Entity named in Appendix 1.

“**Jedox SaaS**” or “**SaaS**” means the Jedox software-as-a-service computer software programs and included modules (including Releases thereto) to which the End-Customer purchases a subscription(s), together with any Jedox application programming interfaces made available to the End-Customer and any Jedox associated mobile applications made available to the End-Customer, in each case excluding any “beta” versions.

“**Subscription**” means a Jedox SaaS subscription purchased by the End-Customer.

“**User**” means any individual natural human being (a) who is an active employee, consultant or contractor of End-Customer or of a End-Customer’s Affiliate, (b) who is authorized by the End-Customer to access and use Jedox SaaS (including by remote mobile devices), as applicable, solely on behalf of the End-Customer for its internal business purposes and in accordance with this SaaS EULA and (c) who has been supplied a single-user (i.e. named user) log-in account, user identification and password by the End-Customer; provided, that the End-Customer shall be responsible for all actions and omissions of Users including any non-compliance by any of them with the terms of this SaaS EULA (which shall constitute a breach of this SaaS EULA by the End-Customer).

“**End-Customer Data**” means all electronic data or information submitted by or for End-Customer through Jedox On-Premises, Jedox BYOI or Jedox SaaS, as applicable, and stored or processed on Jedox On-Premises or Jedox SaaS, as applicable.

Also, as used herein, the term “including” means “including but not limited to” and the term “hereunder” means under this SaaS EULA.

2. TERMS OF ACCESS.

2.1 Grant of Right to Access and Use. Subject to the terms and conditions of this SaaS EULA, Jedox hereby grants the End-Customer a limited, non-exclusive, non-transferable, non-assignable right to access and use Jedox SaaS, through the Account, and the Documentation for the Term, by up to the number and type of Users subscribed, for the End-Customer’s internal business purposes only and in accordance with this SaaS EULA and the Documentation. End-Customer shall use and permit use of Jedox SaaS only for the programs and included modules purchased by End-Customer .

2.2 Access and Use Restrictions. End-Customer shall not, and shall not attempt to (and shall not assist, enable or permit Users or others to, or to attempt to), directly or indirectly:



- (a) (i) reverse engineer, decompile, disassemble or otherwise attempt to discern or derive the source code or underlying ideas or algorithms of Jedox SaaS (unless and then only to the extent required to be permitted by applicable law); (ii) modify, copy, duplicate, translate, adapt or create derivative works of or based on Jedox SaaS or any portion thereof; (iii) rent, lease, share, lend, sell, resell, license, sublicense, distribute or otherwise transfer any rights to Jedox SaaS or any portion thereof; (iv) use or permit access to Jedox SaaS by any third party (other than Users as expressly permitted by this SaaS EULA) or use Jedox SaaS for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) misappropriate Jedox SaaS or any portion thereof; (vi) access or use Jedox SaaS to create a competing product or service; (vii) perform or disclose any benchmark tests relating to Jedox SaaS; or (viii) remove, relocate, alter or obscure any trademark, copyright or other proprietary or restrictive marking or legend on Jedox SaaS or other materials delivered or made available by Jedox to End-Customer or any copies thereof;
- (b) (i) violate the security of Jedox SaaS, including attempting to probe, scan or test the security or vulnerability thereof, or breach any security or authentication measures, or otherwise avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure; (ii) bypass or disable any protections that may be put in place against unlicensed use of Jedox SaaS, or otherwise gain access to or use any unauthorized portion of Jedox SaaS or gain unauthorized access to any related system, software, service or network or the data contained therein, or actually or effectively circumvent any contractual usage or other limit whether via automated means or otherwise; or (iii) use or access Jedox SaaS in any way that might interfere with, disrupt the integrity of or adversely affect the security, stability, performance or functions of Jedox SaaS;
- (c) send automated queries of any kind to Jedox SaaS without the express, advance, written permission of Jedox, including using any software that sends queries to Jedox SaaS to determine how a website or web page “ranks” for various queries, “meta-searching” and use software to access undocumented access points to Jedox SaaS;
- (d) upload to or use Jedox SaaS to store or transmit infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that is harmful to children or that violates third-party rights, or use Jedox SaaS for or in connection with any unlawful, harmful or fraudulent use or activities; or
- (e) upload to or use Jedox SaaS to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, or use Jedox SaaS in any way that disrupts or risks disrupting the overall performance and up-time of Jedox SaaS due to End-Customer’s use of excessive storage capacity or bandwidth outside of the ordinary course of business, or otherwise use Jedox SaaS in any other manner that may cause Jedox to have legal liability or disrupt others’ use of Jedox SaaS; or
- (f) otherwise use Jedox SaaS in violation of this SaaS EULA.

As used in this Section 2.2, references to “Jedox SaaS” include any related system, software, service or network and third party data contained therein as well as the Documentation.

Except for the rights expressly granted under this SaaS EULA, Jedox does not grant, license or transfer to End-Customer or any User or other third party any ownership or other rights to any Jedox Property. No implied licenses are granted herein and all rights not expressly granted to End-Customer herein are reserved by Jedox.

2.3 End-Customer Responsibilities. End-Customer is responsible, at its expense, for: obtaining, maintaining and using all Internet access, equipment, software (e.g., compatible web browser) and related third-party services needed by End-Customer for access to and use of Jedox SaaS, in each case in accordance with any applicable Jedox specifications or requirements included in the Documentation, as such specifications and



requirements may be updated by Jedox from time to time, as well as End-Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by End-Customer or through the use of third-party services. Jedox SaaS is dependent on End-Customer's proper implementation, configuration and use of Jedox SaaS, the availability and performance of technology from third-party software and hardware vendors (including the providers of various internet browsers) and other factors outside of Jedox's control. Jedox has no control over, and is not liable for performance issues or any inability to access the Account to the extent caused by any of the foregoing factors or any action or inaction on the part of End-Customer or any User that is not in accordance with this SaaS EULA and the Documentation.

2.4 Users. (a) End-Customer shall designate the Users who will have access to Jedox SaaS through its Account. The number and type of Users shall not exceed the number and type of Users specified in the applicable Usage Agreement. Each User must be identified by a unique email address and user name. End-Customer is solely responsible for setting up and configuring the User permissions and administrative settings of Jedox SaaS for each User in accordance with the Documentation, for activating and de-activating Users via its Account, and for editing any User permissions. End-Customer is responsible for all activities that occur under its Account. (b) A User log-in account may not be shared or used by more than one User. User log-in accounts may only be reassigned to new Users who are replacing former Users who have terminated employment with End-Customer or otherwise legitimately changed job status or function and no longer require use of Jedox SaaS. If a User is no longer authorized by End-Customer to access and use Jedox SaaS, End-Customer shall immediately disable such access.

2.5 Passwords. End-Customer and its Users are responsible for maintaining the confidentiality of all passwords and any other access controls within Jedox SaaS that are managed by End-Customer, and for ensuring that each password is used only by the assigned User.

2.6 Changes. Jedox may change, update, alter and/or supplement all or any portion of Jedox SaaS and all or any portion of the information provided in connection therewith at its sole discretion and will provide commercially reasonable notice to End-Customer of any such material change. This Section 2.7 shall not be construed to limit the Jedox warranties under Section 6 below.

2.7 Suspension. In addition to any other available rights and remedies, Jedox may, upon written notice to the Reselling Partner circumstances permitting, suspend End-Customer's access to Jedox SaaS, without liability, if Jedox reasonably suspects that End-Customer or any User is in violation of any of the access and use limitations of this SaaS EULA. All fees will continue to accrue during the period of any suspension under this SaaS EULA.

2.8 Verification. Jedox reserves the right (but is not obligated) to monitor and/or audit activities occurring through or involving Jedox SaaS to verify End-Customer's compliance with this SaaS EULA (including the restrictions on number and type of Users) and/or investigate any allegation that any activity occurring through or involving Jedox SaaS does not conform to this SaaS EULA. End-Customer agrees not to block or interfere with such monitoring, and to provide such information and documents to Jedox as are reasonably requested by Jedox for such purposes. In addition to any other rights and remedies available to Jedox, if any such audit reveals that End-Customer is using or permitting use of Jedox SaaS in excess of the limits specified in the Usage Agreement, End-Customer shall promptly pay Jedox the applicable fees for such excess usage together with interest thereon at the late payment rate specified in the GTCs.

3. THIRD PARTY PRODUCTS AND SERVICES. "Third Party Product" means any third party application, software or services. (a) Third Party Products that are provided by Jedox as part of or for use in connection with Jedox SaaS may be subject to additional terms and conditions. (b) Any acquisition or use by End-Customer of other Third Party Products ("Other TPPs") that interoperate with Jedox SaaS, that are made available by Jedox or that are provided by End-Customer (including any End-Customer application, software or services), is solely



between End-Customer and the provider. Notwithstanding anything to the contrary, Jedox does not warrant, support or provide any indemnity for Other TPPs. If End-Customer wishes to use an Other TPP, End-Customer shall inform Jedox in writing about the Other TPP to be used and shall not install it or have or permit it to be installed without Jedox's prior written approval. If End-Customer uses an Other TPP with Jedox SaaS, End-Customer grants Jedox permission to allow the Other TPP and its provider to access End-Customer Data as required for the interoperation of that Other TPP with Jedox SaaS. Jedox is not responsible for any disclosure, modification or deletion of End-Customer Data resulting from access by an Other TPP or its provider. (c) Jedox cannot guarantee the continued availability of any Third Party Product or of any Jedox SaaS feature designed to interoperate with a Third Party Product, and may cease providing them at any time.

4. WARRANTIES.

4.1 Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SAAS EULA, JEDOX SAAS, THE DOCUMENTATION AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND JEDOX MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. JEDOX (FOR ITSELF AND ITS AFFILIATES, LICENSORS AND OTHER PROVIDERS) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS, INCLUDING ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OWNERSHIP, QUIET ENJOYMENT, SECURITY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, JEDOX DOES NOT WARRANT THAT JEDOX SAAS OR SUPPORT SERVICES WILL PERFORM CONTINUOUSLY OR WITHOUT INTERRUPTION, BE ERROR-FREE, MEET END-CUSTOMER'S REQUIREMENTS, OR BE TIMELY OR SECURE, OR THAT DATA PROVIDED THROUGH JEDOX SAAS WILL BE ACCURATE, UP-TO-DATE, COMPLETE OR FREE OF HARMFUL COMPONENTS OR NOT LOST OR DAMAGED. END-CUSTOMER SHALL NOT MAKE OR PASS ON ANY REPRESENTATION, WARRANTY, TERM OR CONDITION ON BEHALF OF JEDOX TO ANY THIRD PARTY.

4.2 By Jedox. Jedox warrants to End-Customer that: (a) for a period of 30 days from the Start Date Jedox SaaS will perform substantially in accordance with the Documentation; and (b) Jedox will not materially decrease the overall functionality of Jedox SaaS (save as may be required to comply with applicable law). In the event of a breach of the foregoing warranty, and as End-Customer's sole and exclusive remedy and Jedox's sole and exclusive obligation and liability, Jedox shall either, at its option: (i) correct or replace the non-conforming component of Jedox SaaS; or (ii) terminate this SaaS EULA and refund any prepaid unused Subscription Fees covering the remainder of the then-current Subscription term.

The warranties set forth above in this Section 4.2 do not apply (a) if Jedox SaaS has been implemented, configured, used, repaired or maintained other than in accordance with this SaaS EULA and the Documentation or other Jedox written instructions or modified other than by Jedox or (b) to non-conformities caused by any products, services, applications, content or data not provided by Jedox as part of Jedox SaaS or any acts or omissions of End-Customer or any User.

5. Limitation of Liability

5.1 IN NO EVENT SHALL JEDOX OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, LOSS OF DATA, REVENUE, PROFITS OR GOODWILL, COSTS OF LOST OR DAMAGED DATA, DOCUMENTATION OR EQUIPMENT, OR LIABILITIES TO THIRD PARTIES) ARISING OUT OF OR RELATING TO THIS SAAS EULA OR THE SOFTWARE (INCLUDING THE USE OR INABILITY TO USE THE SOFTWARE), EVEN IF JEDOX OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT,



NEGLIGENCE, TORT OR WARRANTY). WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL JEDOX'S LIABILITY (FOR ALL CAUSES OF ACTION), EXCEED THE AMOUNT PAID BY THE END-CUSTOMER FOR JEDOX SAAS THAT IS THE SUBJECT MATTER OF THE CAUSE(S) OF ACTION OR, WITH RESPECT TO EVALUATION SOFTWARE, THE SUM OF FIFTY DOLLARS (\$50). THIS LIMITATION OF LIABILITY IS SUBJECT TO APPLICABLE LAW MAY NOT APPLY TO THE END-CUSTOMER AND IT MAY HAVE ADDITIONAL RIGHTS.

5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT SHALL JEDOX (OR ITS AFFILIATES, LICENSORS OR OTHER PROVIDERS) BE LIABLE TO END-CUSTOMER OR ANY THIRD PARTY FOR: (I) ANY DAMAGES FALLING WITHIN ANY OF THE FOLLOWING CATEGORIES: (A) LOST PROFITS; (B) LOST BUSINESS, REVENUES OR SAVINGS; (C) BUSINESS INTERRUPTION; (D) LOSS OF GOODWILL; (E) LOSS OF ANTICIPATED SAVINGS; OR (F) LOSS, CORRUPTION OR MODIFICATION OF DATA OR OTHER INFORMATION; OR (II) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER; IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THIS SAAS EULA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAILURE OF AN EXCLUSIVE REMEDY.

5.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JEDOX AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND JEDOX (FOR ITSELF AND ITS AFFILIATES) HEREBY DISCLAIMS, ANY DAMAGES OR LOSSES CAUSED BY OR RESULTING FROM THE CONDUCT, SOFTWARE, CONTENT, PRODUCTS, SERVICES OR INFORMATION OF ANY THIRD PARTY OR ANY FAILURE OF END-CUSTOMER OR ANY USER TO COMPLY WITH THE TERMS OF THIS SAAS EULA.

5.4 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN THIS AGREEMENT ARE INDEPENDENT OF ANY AGREED REMEDY SPECIFIED IN THIS SAAS EULA AND WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY AGREED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THAT JEDOX MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF JEDOX'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. IF A WAIVER, RIGHT, OR REMEDY IS EXERCISED PURSUANT TO MANDATORY LAW, IT SHALL BE EXERCISED SOLELY FOR THE PURPOSE PROVIDED AND IN CONFORMANCE WITH THE PROCEDURES AND LIMITATIONS EXPRESSLY PROVIDED FOR BY SUCH LAW.

6. Termination

This SaaS EULA shall immediately and automatically terminate upon End-Customer's breach of this SaaS EULA. End-Customer's license with respect to Evaluation Software will automatically terminate, without notice, upon the first to occur of (a) the completion of End-Customer's evaluation of the Software or (b) the expiration of the Evaluation Period. Upon the termination of this SaaS EULA, the End-Customer will not be able to access the Jedox Cloud anymore. The provisions of this SaaS EULA which by their express or implied terms extend beyond the termination of this SaaS EULA shall continue in full force and effect notwithstanding the termination or expiration of this SaaS EULA. Without limiting the foregoing, the following Sections shall survive the termination or expiration of this SaaS EULA: Sections **5, 7, 8, 9, 10 and 12**.

7. Confidentiality

The End-Customer acknowledges and agrees that the Software contains confidential and proprietary information of Jedox and its licensors, including the Software's code, structure, sequence and organization. The End-Customer shall not use or disclose such confidential or proprietary information to any third-party or otherwise allow any third-party to use or access the Software.

8. Intellectual Property



Notwithstanding anything to the contrary, as between the Parties, Jedox retains and shall be the sole owner of all right, title and interest, including all Intellectual Property rights, in, to and under the following (the following being collectively referred to as "Jedox Property"): (a) Jedox SaaS, the Documentation, the Support Services and deliverables provided by or on behalf of Jedox (if any), usage metrics and similar data regarding End-Customer's use of Jedox SaaS all other software, technology, content and materials provided or prepared by or on behalf of Jedox or used by Jedox in providing any of the foregoing, and all other Jedox Confidential Information; (b) any and all suggestions, ideas, enhancement requests, recommendations, modifications, improvements or other feedback provided by End-Customer or any employee, agent or contractor of End-Customer relating to any of the foregoing, all rights in which are hereby assigned to Jedox; and (c) all derivative works, customizations, enhancements, modifications, translations, extensions and improvements in or related to any of the foregoing; but in each case excluding End-Customer Data. Except for the rights expressly granted herein, Jedox does not grant, license or transfer to End-Customer or any User or other third party any ownership or other rights to any Jedox Property. No implied licenses are granted herein and all rights not expressly granted to End-Customer herein are reserved by Jedox.

9. End-Customer Data

9.1 Ownership of End-Customer Data. As between the Parties, End-Customer retains sole ownership of all End-Customer Data. End-Customer has sole responsibility for the content, accuracy, quality, integrity, legality, reliability, appropriateness and Intellectual Property ownership or right to use of all End-Customer Data, and Jedox is not responsible or liable for End-Customer's actions related to the deletion, correction, destruction, damage, loss or failure to store any End-Customer Data.

9.2 Use of End-Customer Data. End-Customer hereby consents to and grants Jedox a nonexclusive license during the Term for Jedox to access, use, transmit, modify and copy End-Customer Data from time to time as necessary for the purpose of providing Jedox SaaS and/or Support Services Jedox SaaS to End-Customer, and related support and administration, or otherwise as requested by End-Customer or permitted under this SaaS EULA.

10. Export Controls

10.1 Compliance with Export and Other Laws. (a) Each Offering, including any software, documentation, and any related technical data included with or contained in the Offering, may be subject to U.S. or other applicable export control laws and regulations, orders, embargoes, or sanctions including the U.S. Export Administration Regulations ("Applicable Export Laws"). End-Customer shall not, and shall not permit any User or any third party to, access, use, export or re-export Jedox SaaS, or use Jedox SaaS to access, use, export or re-export End-Customer Data, in or to an embargoed country or in violation of any Applicable Export Law. Jedox represents that neither it nor any of its Affiliates is named on any U.S. government denied-party list. End-Customer represents that neither it nor any of its Affiliates nor any User is named on any applicable government denied-party list. End-Customer shall indemnify Jedox against all costs and other losses resulting directly or indirectly from End-Customer's non-compliance with Applicable Export Laws and the provisions of this Section. (b) Without limiting the foregoing, End-Customer shall at all times comply and cause its Users to comply with all applicable laws and regulations in its use of Jedox Jedox SaaS, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.



11. Injunctive Relief

11.1 Remedies. (a) Except as otherwise expressly provided in this SaaS EULA, all remedies shall be cumulative and shall be in addition to every other remedy given in this SaaS EULA or existing at law or in equity, by statute or otherwise. (b) Notwithstanding anything to the contrary in this SaaS EULA, each Party agrees that, in addition to any other available remedies, the other Party shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction to enforce the provisions of Section 8 protecting its Confidential Information and the provisions of this SaaS EULA protecting, and to otherwise protect, its Intellectual Property rights.

12. Miscellaneous

12.1 Assignment. Neither this SaaS EULA nor any rights or obligations under this SaaS EULA may be assigned or otherwise transferred by End-Customer, in whole or in part, by operation of law or otherwise, without the prior written consent of Jedox. For purposes of this paragraph, a direct or indirect change of control of End-Customer (as "control" is defined in the definition of "Affiliate" in Section 2) shall be deemed an assignment. Jedox may assign this SaaS EULA, as a whole, to an Affiliate of Jedox or in connection with a merger or reorganization or the sale of all or substantially all of its stock, business or assets. Subject to the foregoing, this SaaS EULA shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12.2 Governing Law and Jurisdiction. This Agreement is governed by the law of the jurisdiction set out in Appendix 1 corresponding to the Jedox entity identified therein as the contracting party, but excluding any conflict of law rules or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Any suit, action or proceeding arising out of or relating to this Agreement will be brought before the courts or arbitration boards set out in Appendix 1 corresponding to the contracting Jedox entity and conducted in the English language. The Parties hereby expressly and irrevocably submit to the exclusive jurisdiction of such courts or arbitral bodies for the purpose of any such suit, action or proceeding. Notwithstanding anything to the contrary in this Agreement, either Party may at any time seek injunctive or interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such Party, including, but not limited to, the confidentiality and use restrictions of this Agreement. TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW, END-CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT.

12.3 Entire Agreement; Modification; Waiver; Severability; Order of Precedence. (a) This SaaS EULA contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. Each Party acknowledges that it in entering into this SaaS EULA it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (including negligently or innocently made statements) by or on behalf of any person or entity (whether or not a Party) that is not expressly set out in this SaaS EULA. (b) Jedox reserves the right to change this SaaS EULA. Jedox will notify the Reselling Partner of any such changes either by email or via the Partner Portal. If End-Customer does not notify Jedox that it objects to such changes within 30 days of the date of such notice, then End-Customer shall be deemed to have accepted such changes, which shall then become binding on the Parties. (c) Any failure or delay to enforce or exercise any right or remedy shall not be deemed a waiver of such or any other right or remedy. Any waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach. All waivers must be in writing signed by both Parties. (d) If any court of competent jurisdiction holds any provision of this SaaS EULA as null, void or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect and shall not be affected thereby. (e) Section headings in this SaaS EULA are used solely for convenient reference and shall not be deemed to define or limit



the provisions of this SaaS EULA. The Parties drafted this SaaS EULA without any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. (f) Any terms appearing on any purchase order, acknowledgment or confirmation or any End-Customer online procurement or invoicing portal that are different from or in addition to the terms of this SaaS EULA shall not be binding on the Parties, even if signed and returned.



Appendix 1

End-Customer Location	Jedox Contracting Entity	Governing Law and additional applicable laws
Americas	Jedox Inc., 50 Milk St, 16th floor, Boston, MA 02109 USA	<p>1. Governing Law (i) The Governing Law shall be the laws of laws of the Commonwealth of Massachusetts; and (ii) the Parties agree that any claims or litigation (whether contractual or non-contractual) arising out of or related to this SaaS EULA (including its subject matter or formation) shall be brought in the federal or state courts located in the Commonwealth of Massachusetts</p> <p>2. U.S. Federal Government End Use Provisions. All cloud-hosted software and services provided by Jedox as part of Jedox SaaS including related software and technology (collectively, "Products") as well as any documents describing or relating Jedox SaaS are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation" and "technical data" as those terms are defined by 48 CFR 2.101. The U.S. Government's use, duplication or disclosure of the Products as well as any documents describing or relating to Jedox On-Premises, Jedox BYOI or Jedox SaaS are subject to the terms and conditions of this SaaS EULA as provided for in 48 CFR 12.212, 12.216, 227.7202-1(a) and 227.7202-3. If the terms of this SaaS EULA do not meet or are inconsistent in any respect with U.S. Federal law, regulations, or requirements applicable to a particular U.S. Government contract, the U.S. Government's cognizant Contracting Officer must negotiate a mutually acceptable written addendum to this SaaS EULA specifically granting such additional rights to the U.S. Government and modifying this SaaS EULA to be consistent with U.S. Federal law prior to such use.</p>
France	Jedox SAS, 5, rue Jean Mermoz, 75008 Paris, France	<p>(i) the Governing Law shall be the laws of the Republic of France; and (ii) the Parties agree that any claims or litigation (whether contractual or non-contractual) arising out of or related to this SaaS EULA (including its subject matter or formation) shall be brought the courts of Paris, France.</p>
UK	Jedox GmbH, Bismarckallee 7a 79098, Germany	<p>(i) the Governing Law shall be the laws of laws of England, United Kingdom; and (ii) the Parties agree that any claims or litigation (whether contractual or non-contractual) arising out of or related to this SaaS EULA (including its subject matter or formation)</p>



		shall be brought in the federal or state courts located in England
Rest of Europe	Jedox GmbH, Bismarckallee 7a 79098, Germany	(i) the Governing Law shall be the laws of the Federal Republic of Germany; and (ii) the Parties agree that any claims or litigation (whether contractual or non-contractual) arising out of or related to this SaaS EULA (including its subject matter or formation) shall be brought the courts of Freiburg, Germany.
Africa, Middle East	Jedox GmbH, Bismarckallee 7a 79098, Germany	(i) the Governing Law shall be the laws of the Federal Republic of Germany; and (ii) the Parties agree that any claims or litigation (whether contractual or non-contractual) arising out of or related to this SaaS EULA (including its subject matter or formation) shall be brought the courts of Freiburg, Germany.
Asia	Jedox Pte. Ltd., 7 Temasek Boulevard, #12-01, Suntec Tower 1, Singapore 038987	(i) the Governing Law shall be the laws of the Republic of Singapore (ii) the Parties agree that any claims or litigation (whether contractual or non-contractual) arising out of or related to this SaaS EULA (including its subject matter or formation) shall be brought to arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.
Australia	Jedox Pty Ltd., Level 5, 607 Bourke Street, Melbourne VIC 3000, Australia	(i) the Governing Law shall be the laws of New South Wales, Australia; and (ii) the Parties agree that any claims or litigation (whether contractual or non-contractual) arising out of or related to this SaaS EULA (including its subject matter or formation) shall be brought the courts of New South Wales, Australia.



Appendix 2 – End-Customer of Jedo GmbH

This Addendum to the SaaS EULA shall apply to End-Customers who purchase Jedox SaaS and have a contract address in Germany or Austria, and supersedes any conflicting terms in this SaaS EULA.

1. End-Customers in Germany and Austria

1.1 Limited Warranty

Liability without fault for defects that were already present upon conclusion of the agreement is excluded. A defect shall be deemed to exist if the suitability for contractual use is nullified or not insignificantly reduced. The contractual use is conclusively defined by any agreed specifications. In the event that the suitability for contractual use is nullified the End-Customer shall be exempted from payment of the remuneration until the defect is remedied. In case of a partial unsuitability the remuneration is reduced to a reasonable amount until the defect is remedied. The End-Customer undertakes to immediately inform Jedox in writing (E-Mail is sufficient) in the event that defects of the software are found. In case of material defects this must be done by way of a detailed description of the time and the particular circumstances of the occurrence of the defect to allow Jedox to reproduce, analyze and remedy it. If the End-Customer does not immediately report defects that are known to him or that are obvious the End-Customer's rights to reduce the agreed price or terminate the agreement for defects are excluded. The same applies to hidden defects unless they are reported to Jedox within eight working days from their discovery. In the event that Jedox is unable to remedy the defect within a reasonable time period determined by the End-Customer which allows for at least three attempts to remedy the defect, the End-Customer shall be entitled to extraordinarily terminate the agreement. If upon a notice of defects by the End-Customer, there appears to be no defects of the software the End-Customer shall compensate the costs accrued in connection with the examination provided that the unjustified notice of defects is the fault of the End-Customer. Jedox shall only be liable for damages due to defects within the scope defined in subsections 6 and 7. This limitation does not apply if Jedox has fraudulently concealed a defect. The services agreed in accordance with the Support Policy and the SLA does not restrict the warranty rights of the End-Customer according to this subsection 1.1.

1.2 Limitation of Liability. Jedox is liable according to the regulations of the German Product Liability Act as well as in cases of culpable incapacity and culpable impossibility. Jedox shall in addition be liable for damages according to the legal provisions in cases of malicious intent, gross negligence, acceptance of a warranty, as well as injury to life, body or health for which Jedox is responsible. If Jedox otherwise violates an obligation due to simple negligence whose fulfillment is a prerequisite for the proper execution of the agreement and the compliance to which the End-Customer regularly trusts and can trust, or an obligation whose violation puts the achievement of the contractual purpose at risk (in total "cardinal contractual obligations"), the obligation to pay compensation of Jedox shall be limited to the foreseeable damage which is typical for the agreement. In all other cases of liability claims for damages due to the violation of contractual obligations and through impermissible acts are excluded, as a result of which Jedox shall not be liable for loss of profit or other financial losses of the End-Customer.

1.3 If, despite the above exclusions and limitations, Jedox is found to be liable for loss of data of the End Customer, Jedox's liability in cases of simple negligence shall be limited to the expense for a restoration using existing data backups.



1.4 Insofar as the liability of Jedox is excluded or limited due to the aforementioned provisions this also applies to the personal liability of office employees, factory workforce, staff members, legal representatives and agents.