



ADVANCED SERVICES TERMS AND CONDITIONS (EMEA)

These Advanced Services Terms and Conditions (“**Conditions**”) set forth the terms and conditions under which IGEL Technology GmbH (“**IGEL**”) provides certain consulting services for IGEL software (“**Products**”) and services of a Technical Relationship Manager (“**TRM**”), together hereafter referred to as “**Services**”, purchased by Customers from IGEL’s authorized reseller (“**Reseller**”) through IGEL’s authorized distributor (“**Distributor**”). All Services purchases are made on a SKU basis for the number of hours, days or months purchased by the Customer from the Reseller and described in (i) a Statement of Work (“**SOW**”) jointly defined by Customer and IGEL, or (ii) an order issued by IGEL on Customer’s request (“**Order**”). The applicable SOW (or Order) together with these Conditions define the Service sold and owed to the Customer by the Reseller and delivered by IGEL. These Conditions together with the applicable SoW (or Order) jointly constitute the “**Agreement**”. All references to “**Customer**” in these Conditions shall be deemed to mean the customer set forth in the applicable SOW (or Order).

1. SERVICES

Each SOW (or Order) shall include a detailed description of the Services to be provided. In the event of any conflict or inconsistency between these Conditions and the SOW (or Order), these Conditions shall prevail; and any term and condition set forth in a SOW (or Order) , preprinted or otherwise, that is not expressly allowed by these Conditions or that is in addition to or conflicts with the terms and conditions of these Conditions, will have no force and effect. Any quotation for Services shall not constitute an offer and shall

only be valid for a period of one (1) month from its date of issue.

2. DURATION, CONSUMPTION AND RESCHEDULING

2.1. The Agreement shall commence on (i) the date of last signature of the SOW or (ii) the date set out in the Order, and shall remain in force for a period of twelve (12) months, unless terminated in accordance with its terms. If a longer duration has been explicitly agreed upon in a specific SOW (or Order), this duration shall apply. For the avoidance of doubt, upon end of duration or termination of the Agreement all Services shall automatically terminate.

2.2. Either party may terminate the Agreement by written notice in the event that the other party commits a material breach of a material provision of the Agreement and such breach remains uncured not less than thirty (30) days from the date of receipt of such notice.

2.3. Services under a SOW must be consumed by the Customer during the duration of the SOW under the following conditions:

If any Services requiring a SOW have a duration of twelve (12) months or less (or no explicit duration specified), the Customer must fully consume the Services within six (6) months of commencement of consumption; otherwise, IGEL may require the Customer to consume all outstanding Services within thirty (30) days on IGEL’s request. If the Customer does not comply with the request, IGEL reserves the right to terminate the Agreement with 30 days’ notice without refund or credit for unused Services.



2.4. Unless otherwise agreed by both Parties in writing, if Customer postpones or reschedules a Project (“Project” means the consumption of Services specified in a SOW (or Order) as scheduled jointly by the Customer and IGEL) fewer than ten (10) business days but more than five (5) business days prior to the start date of a Project, Customer shall pay IGEL fees equal to the fees quoted for one (1) day of Services under the Project or EUR 2.500, whichever is less. If Customer postpones or reschedules a Project fewer than five (5) business days prior to the start date of a Project, Customer shall pay IGEL fees equal to the fees quoted for:

- (i) the number of days of Services postponed, or
- (ii) one week of Services due for the Project as if it had been fully performed, or
- (iii) EUR 12.500,

whichever is less.

2.5. Any rescheduling of Services under a SOW (or Order) shall be subject at all times to the SOW’s (or Order’s) termination provisions and/or any long-stop dates specified in the SOW (or Order). IGEL may cancel or reschedule Services upon written notice to Customer or replace personnel who may be assigned to deliver the Services. If IGEL cancels a Service other than for a termination by IGEL under Section 2.2, Customer may reschedule for a later available date without penalty. IGEL will not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

3. IMPLEMENTATION PRACTICES

3.1. IGEL uses, develops and refines processes, procedures, best practices, documentation, computer software code, general knowledge, skills,

experience, ideas, know-how, and implementation techniques developed by IGEL personnel (alone or jointly with customers) (collectively: “Implementation Practices”) by providing implementation and configuration services to many customers. Customer benefits from those Implementation Practices and agrees that IGEL owns and is free to use the Implementation Practices in its sole discretion, including Implementation Practices developed or refined in the course of providing Services to Customer, so long as the Implementation Practices do not include the use of or reference to the Customer’s Confidential Information (as defined below). Upon Customer’s payment in full of all sums due to Reseller, IGEL grants Customer a non-exclusive, non-transferable, royalty-free, perpetual, and limited license to use the Implementation Practices within Customer’s organization, for the purpose for which the Services were provided. This includes the use by Customer’s Affiliates. “Affiliate” means any person or legal entity that controls, is controlled by or is under common control with the Customer; where ‘control’ means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of an entity through the ownership of voting securities (more than fifty percent (50%) of an entity’s voting or equity securities, contract, voting trust or otherwise).

3.2. In the event that the Services involve IGEL software Products licensed to Customer under a separate license agreement, only the terms set out in such separate license agreement shall apply in respect for each such IGEL software Product. Customer can access the currently applicable terms and agreements for IGEL Products under <https://www.igel.com/terms->



[conditions/](#), in addition product-specific terms may be referred to when using individual Products. For the avoidance of doubt, all tangible materials or property provided by Customer to IGEL in connection with the Services shall remain Customer property.

4. CONFIDENTIALITY

4.1. The following terms will apply in the absence of a valid, signed nondisclosure agreement between Customer and IGEL:

“Confidential Information” means any information or materials provided by one party to the other party which are in tangible form and labelled as confidential or, if disclosed orally, are identified as being confidential at the time of disclosure and within thirty (30) days thereafter are summarized to the other party in writing and marked as confidential. Notwithstanding the foregoing, the following information shall always be deemed to be Confidential Information, regardless of whether in writing or marked as confidential:

- (i) for IGEL: product roadmaps, software, source code, formulae, processes, release dates, feature sets, strategic business plans, and methodologies; and
- (ii) for Customer: Customer data, strategic business plans, and architecture.

4.2. Each party must use Confidential Information of the other party only to exercise its rights or performing its obligations under the SOW. Each Party must also restrict disclosure of the other party’s Confidential Information to its employees and its affiliates’ employees, consultants, contractors, who

- (i) are not a competitor of IGEL,
- (ii) have a ‘need to know’ in order to carry out or receive, as applicable, the Services, and

(iii) are bound by written confidentiality obligations not less strict to those set out herein.

4.3. Each Party must also use no less than a reasonable level of care to protect against disclosure of such Confidential Information to any third parties, for a period of five (5) years from the date of disclosure provided; however, that Confidential Information that constitutes or contains a party’s trade secret shall be protected until such time it is no longer a trade secret under applicable law. Notwithstanding the foregoing, a receiving party may disclose Confidential Information pursuant to a valid order of a court or government authority provided that the receiving party has given the disclosing party prompt notice, to the extent legally permissible, so that the disclosing party may defend, limit or protect against such disclosure.

4.4. The restrictions on disclosure and use set forth herein shall not restrict or limit the right of the receiving party to

- (i) independently, and without use of the disclosing party’s Confidential Information, design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the disclosing party; or
- (ii) assign personnel for any purpose, as long as the personnel is bound to confidentiality (by law or contract) at least to the same extent as agreed upon herein.

4.5. Confidential Information does not include information that:

- (i) is rightfully in the receiving party’s possession without obligation of confidentiality prior to receipt from the disclosing party;



- (ii) was publicly known prior to the time of disclosure by the disclosing party;
- (iii) becomes publicly known after disclosure by the disclosing party to the receiving party through no fault of the receiving party;
- (iv) was independently developed by the receiving party without use of the Confidential Information of the disclosing party; or
- (v) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality.

5. PURCHASE OF SERVICES & CHANGE ORDERS

Purchases are made through a Reseller. Customer acknowledges that its payment for the Services is subject to the separate purchase agreement between the Customer and the Reseller. Customer agrees that the Agreement shall apply to Customer's receipt and use of the Services, notwithstanding anything to the contrary in the separate purchase agreement with the Reseller. In the event of any conflict or inconsistency between the purchase agreement and the Agreement, the Agreement shall prevail.

6. TECHNICAL RELATIONSHIP MANAGER ("TRM")

6.1. In addition to the consulting services for IGEL Products IGEL also offers the services of a TRM. The TRM services are a subscription based renewable offering and are customized for each Customer as agreed in the Order. The Customer accepts that the TRM services shall be performed and the TRM tasks shall be deployed at the reasonable discretion of the relevant TRM, based on the reasonable assessment by the TRM of the Customer's needs and requirements.

6.2. IGEL does not warrant that all or any specific TRM task will be delivered during the applicable Services subscription term. The Customer also accepts that whilst IGEL will use reasonable endeavors to ensure the same TRM individual is available to the Customer throughout the applicable Services subscription term, IGEL may, acting reasonably, change the Customer's individual TRM on reasonable written notice at any time.

7. CUSTOMER OBLIGATIONS

7.1. If IGEL personnel are working on Customer's premises (a) Customer will provide a safe and secure working environment for IGEL personnel; (b) IGEL personnel will comply with all reasonable workplace safety and security standards and policies of which the IGEL personnel is notified in writing by Customer in advance.

7.2. The Customer shall provide IGEL with all necessary co-operation, information and support that may reasonably be required by IGEL for the performance of the Services including, without limitation, access to suitably configured computers, software products and applicable passwords, at such times as IGEL request. Customer shall further perform such other Customer obligations as specified in the SOW (or Order) (if any).

7.3. Customer warrants that any prerequisites (as set out in the relevant SOW (or Order)) shall be completed fully and accurately prior to the commencement of the Services.

7.4. In the event that any of the prerequisites listed in the relevant SOW (or Order) are not completed prior to (or during) delivery of the Services (and failure to do so was not as a direct result of IGEL's actions), the parties shall negotiate in

good faith a revised timetable to complete the Services. Should the parties fail to agree a revised timetable within a reasonable period of time, IGEL shall have the right to terminate the SOW (or Order) and Customer shall remain liable to pay the full charges set out in the SOW (or Order).

- 7.5.** Customer understands that an uncured failure in any of the above may result in unforeseen delays not attributable to IGEL. IGEL shall not be liable for any failure of delay in performing its obligations on account of Customer's failure to perform its obligations under the Agreement.

8. NON-SOLICITATION

During the term of the Agreement and for a period of one (1) year thereafter, Customer shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any IGEL employee, independent contractor or consultant who performs any of the Services. The foregoing limitation shall not apply to employment subject to a general advertising campaign not specifically targeted at such employees, independent contractors, or consultants.

9. WARRANTY

- 9.1.** IGEL warrants that the Services will be performed in a professional manner in accordance with the then-current standards.
- 9.2.** The Services are provided at Customer's request and Customer is responsible for ensuring that the Services are suitable for its own needs. Customer bears all responsibility for any malfunction or damage to IGEL Products caused by non-IGEL branded products or services.
- 9.3.** IGEL shall not be liable for any representations, warranties,

indemnities, liabilities, or damages beyond those set forth in the Agreement. Customer shall not receive any partial or full refund of prepaid fees from IGEL if Customer does not use all of the time (hours, days, months) purchased pursuant to the SOW (or Order) and in accordance with 2.3 of these Conditions.

- 9.4.** Customer acknowledges that if IGEL does not receive payment for the Services from the Reseller due to Customer's default in its payment obligations vis-à-vis the Reseller, IGEL shall have the right to suspend the Services until payment is received, without liability to IGEL, and Customer shall look solely to the Reseller for any damages or liability associated with such suspension.

10. LIMITATION OF LIABILITY

- 10.1.** IGEL is subject to unlimited liability for any damages caused by grossly negligent (grob fahrlässig) or willful (vorsätzlich) misconduct of IGEL, or its legal representatives or agents, as well as for damages resulting from any wrongful harm to life, body or health, and damages under the German Product Liability Act (Produkthaftungsgesetz).
- 10.2.** Except from 10.1, IGEL is only liable for any damages caused by ordinary negligence if, and solely to the extent, IGEL breaches any material obligation (wesentliche Vertragspflicht) under the Agreement. Material obligations are obligations which are essential for the achievement of the purpose of the Agreement and on which the Customer may reasonably rely. In such cases, IGEL's liability shall be limited to damages reasonably foreseeable (vertragstypischer vorhersehbarer Schaden) at the time the Agreement was signed. The liability for loss of profit and subsequent damages (particularly for damages resulting from



interruptions to operations) shall be excluded.

10.3. Any liability of IGEL for lost data shall be limited to compensatory damages in the amount necessary for restoration of the data using electronic backup media. The aforementioned liability shall not apply if Customer fails to comply with its obligation to regularly back up data in accordance with the state of the art.

10.4. The liability under 10.2 and 10.3 is limited to (a) the order value of the individual order or (b) the sum of EUR 150.000, whichever is greater.

10.5. The foregoing limitations of liability shall also inure to the benefit of IGEL's legal representatives, agents and employees, and shall also apply in cases involving liability for culpa in contrahendo or tort.

10.6. Unless provided otherwise in this Agreement, any and all claims of Customer against IGEL shall be limited to one year from the date on which the claim occurred and the Customer became aware of the circumstances giving rise to the claim or would have become aware of them but for the gross negligence of the Customer, except for claims defined in subsections 10.1 and 10.2.

10.7. This Section 10 sets forth any and all liability by IGEL.

11. FORCE MAJEURE

Neither party will incur any liability to the other party for any loss or damage resulting from any delay or failure to perform any part of the Agreement if such failure or delay is caused by circumstances beyond the party's reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake and acts of God; however inability to meet financial

obligations is expressly excluded. IGEL shall not be liable for any failure or delay in performing its obligations on account of Customer's failure to perform its obligations under the Agreement.

12. EXPORT RESTRICTION

The Customer will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any IGEL products and Services in breach of any applicable export and import control laws and regulations, including, but not limited to, regulations the European Union, of the United States Bureau of Industry and Security, the United Kingdom Department for Business, Innovation & Skills, Canada and other applicable countries and agencies.

13. OTHER PROVISIONS

13.1. The Customer shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of IGEL.

13.2. Any notices permitted or required under the Agreement shall be in writing, whereby email is sufficient. Notices to IGEL shall be sent to the address specified in the SOW (or Order), or quote (where applicable), or, if the notice is sent via email, to legal@igel.com.

13.3. If any provision of the Agreement is held to be unenforceable, void or invalid under applicable law, such provision shall be deemed omitted and the remaining provisions will remain in full force.

13.4. The relationship between IGEL and Customer established by the Agreement is that of independent contractors. Nothing in the Agreement shall be deemed to constitute either party as an agent, partner or representative of the

other party or otherwise grant either party the authority to bind the other party to any obligation. Customer shall make no representations or warranties on behalf of IGEL with respect to the Services.

- 13.5.** The parties agree that the Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all previous communications and agreements (whether written or oral). All terms of any purchase order or similar document provided by Customer or that are implied by trade, custom, practice or course of dealing are expressly excluded and shall be of no legal effect. No employee, agent, representative or affiliate of IGEL has authority to bind IGEL to any warranty concerning the Services; any representation or warranty not expressly set out in the Agreement will not be enforceable.

- 13.6.** Any variation to the Agreement, shall only be binding when agreed in writing and signed by both parties.

- 13.7.** The SOW may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

14. Governing Law & Jurisdiction

- 14.1.** This Agreement and all claims and actions of Customer relating to IGEL Services under this Agreement are governed by the laws of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

- 14.2.** The courts of Bremen, Germany, shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

(July 2024)