

QUINYX GENERAL TERMS AND CONDITIONS

These Quinyx General Terms and Conditions (“**Terms**”) form part of a legally binding agreement between the customer entity identified in the Ordering Document (“**Customer**”) and Quinyx AB (“**Quinyx**”) governing Customer’s use and receipt of the Services. Any capitalised but undefined terms used in these Terms shall have the meaning given to them in the relevant Ordering Document.

1. **DEFINITIONS.**

“**Affiliate**” means with respect to either party on any applicable date of determination, any other entity directly or indirectly controlling, controlled by or under common control with such party as of such date. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity).

“**Agreement**” means these Terms including the SLA, Success Plan, DPA, any executed Ordering Document referencing these Terms, any applicable SOW and any other terms or documentation incorporated into any of the above by reference.

“**Agreement Effective Date**” means date of execution by both parties of the Initial Ordering Document.

“**Confidential Information**” means information that is: (a) designated in writing as proprietary or confidential, or (b) reasonably considered confidential given the nature of the information or the circumstances under which it was disclosed.

“**Contract Year**” means a period of twelve (12) months beginning on the Agreement Effective Date, or any anniversary of the Agreement Effective Date.

“**Customer Data**” means the Data provided by Customer or the Users to Quinyx for the purpose of Quinyx providing the Services to Customer.

“**Data**” means text, images, documents, materials, statistics, graphics, and all other forms of data or communication.

“**Deliverables**” means any work product, deliverables, programs, interfaces, modifications, configurations, or other material delivered in the performance of the Professional Services.

“**Documentation**” means any manual and other documentation regarding the Quinyx Service made generally available by Quinyx to its customers, as may be updated from time to time.

“**DPA**” means the Data Processing Agreement referenced in the Ordering Document.

“**Feature List**” means the then-current Quinyx feature list found at app.quinyx.com/feature_list.html.

“**Good Industry Practice**” means the degree of skill and care, which would reasonably and ordinarily be expected from an experienced service provider similar to Quinyx engaged in the provision of services similar to the Services.

“**Initial Ordering Document**” means the first Ordering Document under the Agreement entered into by Customer and Quinyx.

“**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals

or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Ordering Document**” means an order document signed by the parties that further describes the Services that Customer is ordering as well as other relevant details (fees to be paid, payment details etc.). Any executed Ordering Document forms an integral part of the Agreement.

“**Personal Data**” for the purposes of this Agreement, means any information that can be attributed to an identified or identifiable natural person and is protected under applicable privacy laws, rules, and regulations.

“**Professional Services**” means any consulting, implementation, integration, configuration, training, or other professional or supplementary services that may be provided to Customer under an Ordering Document or an SOW.

“**Quinyx Service**” means Quinyx’s proprietary subscription-based cloud software solution(s), as identified in the applicable Ordering Document, and as further described in the Feature List.

“**Services**” means the specific Quinyx Service(s) and any Professional Services provided to Customer under this Agreement, in each case as identified in the applicable Ordering Document.

“**SLA**” means the Quinyx service level addendum available at quinyx.com/sla.

“**Statement of Work**” or “**SOW**” means a document agreed by the parties further detailing any Professional Services to be provided by Quinyx under the Agreement.

“**Support Portal**” means the Customer support portal available at support.quinyx.com.

“**Units**” means a location owned or operated by Customer where Users are permitted to use the Quinyx Service.

“**Usage Data**” means anonymised or aggregated Data, usage analytics and analysis, in each case derived from Customer’s use of the Services.

“**User**” means individuals who are authorised by Customer to use the Quinyx Service. Users may consist of Customer’s (or Customer’s Affiliates’) employees and contractors.

2. **QUINYX SERVICE.**

2.1 *Right to Use.* Subject to this Agreement and the payment of fees set forth on the applicable Ordering Document, Quinyx grants to Customer, solely during the term of the applicable Ordering Document, a non-exclusive, non-transferable (except as set forth in Section 14.7) licence to allow the number of Users and/or Units (each as set forth in the applicable Ordering Document) to access and use the Quinyx Service solely for its internal business purposes. Customer acknowledges and agrees that Quinyx shall only provide Customer with the specific elements of the Quinyx Service specified on the Ordering Document.

2.2 *SLA; Support.* The Quinyx Service is provided in accordance with, and is subject to, the SLA. Further, Quinyx shall, during the term of the Ordering Document, provide maintenance and support of the Quinyx Service in accordance with Good Industry Practice, these Terms and the applicable Success Plan (as indicated in the Ordering

Document), as further detailed at quinyx.com/plans. Quinyx may update the SLA and the Success Plans from time to time, provided however that the SLA terms and the level of support of the relevant Success Plan shall not be degraded during the term of the Ordering Document.

2.3 **Restrictions.** Unauthorised use, resale, or commercial exploitation of the Quinyx Service is not permitted, and Customer may not directly or indirectly: (i) modify, alter, adapt, or translate the Quinyx Service or create derivative works of the Quinyx Service; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure, underlying ideas, underlying user interface, techniques or algorithms of the Quinyx Service or any portion the same; (iii) access the Quinyx Service in order to build a competitive product or service; (iv) copy, licence, sell, transfer, make available, lease, or distribute the Quinyx Service, or assign access and use the Quinyx Service to any third party (except as otherwise permitted under this Agreement); or (v) use the Quinyx Service for any timesharing, service bureau, subscription, rental or the provision of other computer based services to third parties. This Section 2.3 shall not limit any rights that may be available to Customer under applicable mandatory law.

3. **PROFESSIONAL SERVICES.**

3.1 **Professional Services.** If Customer has purchased Professional Services, such Professional Services are provided in accordance with the applicable SOW, Quinyx's Professional Services project methodology documentation in its latest form (as amended from time to time) made available at quinyx.com/policies, Good Industry Practice, as well as these Terms. Unless expressly agreed otherwise in the applicable SOW, Quinyx provides all Professional Services as 'services' within the meaning of the German Civil Code (*Dienstleistungen*).

3.2 **Collaboration.** Each party shall use commercially reasonable efforts to (i) ensure that all information provided to the other party is accurate and provided in a timely manner, (ii) meet any stipulated timelines and (iii) apply such time, attention, resources, trained personnel, and skills as it deems necessary for the due and proper performance of the relevant obligation. The parties shall notify each other of any circumstances that may have an impact on the performance of its obligations, and otherwise perform their respective obligations in a manner that will enable delivery of the Professional Services. In the event of a delay related to the performance of the Professional Services caused by a party (or any person acting on such party's behalf), the other party shall not be liable for such delay and the parties shall agree on any timeline modifications and/or other amendments associated with such delay, incl. any (reasonable) increased fees due to the delay.

3.3 **Deliverables.** Quinyx hereby grants Customer a non-exclusive, non-transferable licence to use any Deliverables developed by Quinyx in the performance of the Professional Services and delivered to Customer, upon Customer's payment in full of all amounts due for such Deliverables, solely in conjunction with, and consistent in scope with, Customer's permitted use of the Quinyx Service under this Agreement.

4. **OBLIGATIONS.**

4.1 **Mutual Obligations.** Quinyx will in its provision of the Services, and Customer will in its use of the Services comply with all laws and regulations (including applicable bribery laws, export control laws, and privacy laws) applicable to it.

4.2 **Quinyx Obligations.** In addition to the other obligations set forth in this Agreement, Quinyx shall comply with its Code of Conduct, in its latest form made available at quinyx.com/policies, as amended from time to time.

4.3 **Customer Obligations.** In addition to the other obligations set forth in this Agreement (e.g., the timely payment of applicable fees), Customer agrees to (i) take reasonable precautions to prevent unauthorised or improper use or disclosure of the Services; (ii) not remove, alter or obscure any trademark, proprietary label or notice associated with the Services; (iii) obtain and maintain all necessary licences and consents as required to enable Quinyx to perform its obligations under the Agreement; (iv) not impair or endanger the integrity, security or reliability of the Services; and (v) ensure that Customer's use and receipt of the Services complies with applicable law any local bargaining agreements that may apply to Customer. Further, Customer shall be responsible for its Users' compliance with this Agreement, as well as for any of its Affiliates using the Services pursuant to this Agreement, and for ensuring that its systems, hardware, networks etc. comply with any minimum system requirements or other specifications that Quinyx may specify from time-to-time.

4.4 **Limited Right to Suspend.** Without limiting any other remedies that Quinyx may have and without liability to Customer, Quinyx may suspend its provision of the Services to Customer if Customer violates the restrictions on use, other material obligations or responsibilities under this Agreement, or if Quinyx determines in good faith that such suspension is necessary to comply with applicable law or to prevent significant harm to any other customer, provided that Quinyx uses commercially reasonable efforts to suspend only that portion of the Services and only for as long as is reasonably necessary to prevent the occurrence or continuation of the violation or harm. When considering a suspension of its provision of the Services, Quinyx will adequately take into account Customer's legitimate interests. To the extent feasible and taking into account the impact on the security of the Services, Quinyx will use commercially reasonable efforts to notify Customer in advance of any such suspension.

5. **DATA.**

5.1 **Customer Responsibilities.** Customer represents and warrants that it either owns or otherwise possesses all rights, approvals, licences, consents, and permissions as are necessary to perform its obligations under this Agreement, exercise its rights under this Agreement, and allow Quinyx to use the Customer Data under this Agreement. Customer has (and will have) processed, collected, and disclosed all Customer Data and provided any notice and obtained all consents and rights as required by applicable law. Neither Customer nor Users shall use the Quinyx Service to: (i) send, upload, or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; or (ii) intentionally interfere with or disrupt the Quinyx Service or networks connected to the Quinyx Service.

5.2 **Usage Data.** Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that during the term of this Agreement and thereafter, Quinyx may collect, analyse, copy, display and use Usage Data for the purposes of providing, operating, analysing, and improving the Services and other Quinyx products and services. Quinyx may disclose Usage Data for the purposes of benchmarking and online marketing, provided however Quinyx will not disclose any Usage Data unless it is in an aggregated or anonymised format that would not permit a third party to identify the data as associated with Customer or any individual.

6. **SECURITY.**

6.1 **Information Security.** During the term of this Agreement, Quinyx shall maintain and comply with a formal information security program that is reasonably designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity

of Customer Data; and (iii) prevent unauthorised access to or disclosure of Customer Data. This security program is further described in the latest version of Quinyx's Information Security Overview-document, as made available from time to time at quinyx.com/policies ("**Information Security Overview**"). Quinyx has and will maintain for the duration of the Agreement ISO/IEC 27001 certification or equivalent. In the event Quinyx experiences a security breach which actually affects Customer Data, Quinyx shall: (i) notify Customer in writing; and (ii) to the extent known by Quinyx, advise Customer of when, how, and why the breach occurred and what portion of Customer Data was affected.

6.2 *DPA.* The terms of the DPA shall apply and are incorporated into this Agreement.

6.3 *Modifications.* Quinyx may update the Information Security Overview from time to time, provided however, that any changes will not degrade the level of security, policies and/or procedures in place. Quinyx shall inform Customer of any such changes of significance through publication on the Support Portal, and such amended version will become effective one (1) month (at the earliest) thereafter unless Quinyx reasonably considers that such amendment should come into force earlier due to critical security reasons and/or to ensure that Quinyx or Customer is compliant with applicable law.

6.4 *Data Backups.* In the event of any loss or damage to Customer Data, Quinyx will use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest backup of such Customer Data that is maintained by Quinyx in accordance with the Information Security Overview. If Customer Data is deleted, lost, altered, or damaged by Customer using Customer's own logins or if Customer has otherwise by its own or its authorised action deleted, lost, altered or damaged Customer Data, Quinyx shall have the right to charge Customer for the work on the recovery of such Customer Data on a time and material basis in accordance with its then current price list. Customer acknowledges that as between the parties, Customer is responsible for regularly backing up all Customer Data and any other relevant data, software and programs on its own systems.

7. FEES.

7.1 *Fees.* Customer agrees to pay Quinyx for the Services and expenses on the basis and at the rates specified in each Ordering Document.

7.2 *Disputed Invoices.* If Customer wishes to dispute an invoice, it shall provide Quinyx with a sufficiently detailed explanation of why it disputes the invoice before the due date, and pay the undisputed part of the invoice. The parties shall then aim to settle the dispute within a further 14 days. If payment of any undisputed amounts due are not received in full by the due date of the invoice then, without prejudice to any other rights that Quinyx may have, Quinyx shall be entitled to charge interest on the overdue amount each day from the due date until payment of the overdue sum, whether before or after judgment at the greater of: (i) the rate of 3% per year above the European Central Bank's marginal lending facility rate from time to time; and (ii) 4% per year.

7.3 *Taxes.* All fees stated in the Agreement are exclusive of taxes, duties, charges, transaction taxes and levies (including any import/export, withholding and other taxes as may be applicable) which are or may become payable as a result of the provision of the Services ("**Taxes**"), and all amounts due shall be paid in full without any withholding, deduction, set-off or counterclaim. Customer is responsible for the payment of all sales, use and similar Taxes arising from or relating to the Services rendered hereunder, except for Taxes related to Quinyx's net income and any Taxes or obligations imposed upon Quinyx under applicable employment law. To the extent that Customer pays, deducts and or withholds any Taxes, then Customer shall gross up the relevant amount payable under the

Agreement so as to ensure that, after making the deduction or withholding, Quinyx receives the full amount as expressed in this Agreement.

7.4 *Purchase Orders.* Should Customer require purchase order information to be included on Quinyx invoices, it shall notify Quinyx of this and provide Quinyx with any necessary information, preferably via email to finance@quinyx.com, within ten days after being prompted to do so. Should Customer fail to provide such information accordingly, Quinyx shall have the right to issue invoices without the information included. Quinyx agrees to comply with any reasonable Customer specific invoicing standards (e.g., use of billing portals etc.) requested by Customer, provided however that Quinyx may charge an additional administrative fee for its compliance with such standards.

8. CONFIDENTIALITY.

8.1 *Confidential Information.* The receiving party shall use the other disclosing party's Confidential Information only to exercise its rights and perform its obligations under or in connection with the Agreement.

8.2 *Non-disclosure.* The receiving party must not disclose the disclosing party's Confidential Information to any person or entity *except* to Affiliates and its and their directors, officers, employees, independent contractors, subcontractors, outside consultants, agents, or advisors ("**Representatives**") who (i) have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and (ii) are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. Each party accepts responsibility for the actions of its Representatives and will protect the other party's Confidential Information in the same manner as it protects its own, but in no event less than reasonable care.

8.3 *Not Confidential Information.* Information is not Confidential Information if it: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement or other duty of confidentiality; or (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information.

8.4 *Compelled Disclosure.* The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process, or government regulation, provided that, where permitted by to do so, it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

9. WARRANTY.

9.1 *Quinyx Service Warranty.* Quinyx warrants that during the term of any Ordering Document for the Quinyx Service, the Quinyx Service will conform, in all material respects, with the description in the applicable parts of the then-current Feature List for the Quinyx Service (subject to, for the avoidance of doubt, Quinyx's right to develop and improve the Quinyx Service in accordance with the Agreement) (the "**Quinyx Service Warranty**").

9.2 *Remedies.* For any breach of the Quinyx Service Warranty, Quinyx will, without prejudice to any other rights that may be available to Customer under applicable mandatory law, and at no additional cost to Customer, provide remedial services necessary to enable the Quinyx Service to meet the Quinyx Service Warranty. Customer agrees to provide Quinyx with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects.

9.3 *Professional Services Warranty.* Quinyx warrants that: any Professional Services provided hereunder shall be provided in accordance with Good Industry Practice (the “**Professional Services Warranty**”).

9.4 *Remedies.* For any breach of the Professional Services Warranty, then, save to the extent arising from or exacerbated by Customer's breach of its obligations under this Agreement, upon Customer's written request issued within sixty (60) days following the completion of the relevant Professional Services or the delivery of each applicable Deliverable, as the case may be, Quinyx shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to Customer. This Section 9.4 shall not limit any rights that may be available to Customer under applicable mandatory law in case of any breach of the Professional Services Warranty.

9.5 *Disclaimers.* Except as expressly provided otherwise in this Agreement, Quinyx:

9.5.1. provides no, and hereby excludes to the maximum extent permitted by law all other representations, conditions or warranties of any kind, whether express, implied, or statutory, including that the Services will be fit for a particular purpose, or that the Services will meet Customer's requirements or be uninterrupted or error-free;

9.5.2. makes no representation or warranty regarding features or services provided by third parties;

9.5.3. (without prejudice to any other right or remedy available to it) shall not be responsible for any failure to carry out its obligations where it is prevented or delayed by the Customer or a User, and shall, unless Customer is not responsible for the prevention or delay (*kein Vertretenmüssen*), be entitled to recover its reasonable costs incurred in respect of such prevention or delay; and

9.5.4. does not act as an attorney. As a result, and notwithstanding any other terms of this Agreement, nothing provided by Quinyx in connection with this Agreement shall constitute legal, tax, financial or business-related advice or ensure Customer's compliance with any applicable legislation, regulations or collective bargaining agreements.

For clarity, Customer is responsible for ensuring that it engages an appropriate number of personnel at each unit to meet its own business requirements.

10. **INTELLECTUAL PROPERTY.**

10.1 *Quinyx Intellectual Property.* As between Quinyx and Customer, all right, title and interest in and to: (i) the Services (and all Quinyx's other products and services) including the Documentation and any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by Quinyx while providing the Services, (ii) all improvements, derivatives, enhancements, modifications, releases, configurations, methodologies, related technologies, templates, designs, set-ups and any similar items arising out of the use of the Services (“**Modifications**”), and (iii) any and all Intellectual Property Rights in or to (i) and (ii), shall vest in Quinyx and shall remain Quinyx's or its licensors' sole and exclusive property, and Quinyx in no way conveys any right or interest in the Services or any Modifications other than a limited licence to use the Services in accordance with this Agreement.

10.2 *Customer Intellectual Property.* As between Quinyx and Customer, all right, title, and interest in and to all Customer Data (including all Intellectual Property Rights) shall vest in Customer. Customer grants Quinyx a royalty-free, non-exclusive licence to access and use the Customer Data in accordance with this Agreement, and the

right to use Customer's company name, logos and emblems for the purpose of the provision of the Services.

10.3 *Feedback.* Quinyx welcomes ideas, suggestions, and feedback about the Services (“**Feedback**”). Customer provides Feedback voluntarily, and Quinyx may use and incorporate any Feedback into the Services and Quinyx's other products and services without restriction. Feedback is not confidential. Quinyx is under no obligation to pay compensation or provide attribution for any Feedback.

11. **LIMITATION OF LIABILITY.**

11.1 *No Limitations or Exclusions.* Nothing in the Agreement limits or excludes a party's liability for: (i) fraud or fraudulent misrepresentation; (ii) gross negligence and willful misconduct; (iii) personal injury to life, body or health, or (iv) any liability which cannot be limited or excluded by applicable law (e.g., product liability).

11.2 *Minor Negligence.* Subject to Section 11.1:

11.2.1. in case of minor negligence, Quinyx shall only be liable for breaches of material duties, i.e. duties that must be fulfilled for the implementation of the Agreement to be possible, and which Customer can generally rely upon as being complied with (*Kardinalpflichten*). Quinyx's liability shall in this case be limited to the contract-typical damage foreseeable at the conclusion of the Agreement; and

11.2.2. the parties hereby document their common understanding that:

i) loss of profits, sales, business or revenue, loss of agreements or contracts, loss or corruption of data, loss of savings, wasted expenditure, costs of substitute services or goods, depletion of goodwill, and special, indirect, incidental, consequential or exemplary loss or damages, shall not be considered damages foreseeable at the conclusion of the Agreement within the meaning of Section 11.2.1; and

ii) the contract-typical damage arising under or in connection with this Agreement in a Contract Year foreseeable at the conclusion of the Agreement shall not exceed 50% of the fees actually paid by Customer to Quinyx for the Quinyx Service in that relevant Contract Year.

12. **TERMINATION.**

12.1 *Term.* The Agreement shall be effective and binding as of the Agreement Effective Date. The Initial Term of the Agreement will commence on the Initial Term Start Date indicated on the Ordering Document and shall continue for an initial term of three (3) years unless otherwise agreed in writing or stated in the Ordering Document (the “**Initial Term**”). Thereafter, the Agreement will be automatically extended for successive one (1) year periods (each such term a “**Renewal Term**”), unless either party provides notice to the other of its intention not to renew at least 90 days prior to the end of the Initial Term or Renewal Term (as the case may be). If there is more than one active Ordering Document under the Agreement, the term of the Initial Ordering Document shall determine the remaining term and renewals of any subsequent Ordering Document(s), i.e., any subsequent Ordering Documents will either expire or renew simultaneously with the Initial Ordering Document, whose term shall remain unaffected.

12.2 *Early Termination.* Either party may immediately terminate this Agreement for good cause. A good cause shall particularly be deemed to exist (i) in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days of written notice from the other party, or (ii) if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of

filing. Termination of this Agreement for good cause will terminate the Agreement as a whole, including all outstanding Ordering Documents. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Ordering Document.

12.3 Effect of Termination. Upon any termination or expiration of this Agreement, Quinyx will no longer provide the Services to Customer, and Customer will stop using the Services. Customer will promptly pay to Quinyx all fees that have accrued prior to the termination date. If Quinyx terminates the Agreement due to Customer's breach of the Agreement, Quinyx shall, in addition to the fees that have accrued prior to the termination date, and in each case subject to the statutory prerequisites, be entitled to demand compensation from Customer for any resulting damages incurred, including all amounts that would otherwise have become payable through to the conclusion of the term. Upon termination of this Agreement, each party will promptly return or destroy all Confidential Information of the other party in its possession. Prior to the effective date of termination, Customer may retrieve a copy of Customer Data in accordance with Quinyx's established and reasonable system access procedures. After such period, Quinyx will have no further obligation to store and/or make available Customer Data and shall delete the same within ninety (90) days following termination (or earlier upon Customer's written request) in accordance with Quinyx's standard data deletion policies. For the avoidance of doubt, the foregoing obligation does not apply to backup copies, which shall be deleted in accordance with Quinyx's standard data deletion policies.

13. INDEMNIFICATION.

13.1 Quinyx Indemnification. Subject to Section 13.3 and Section 13.4, Quinyx will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "**Losses**") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by a third party against Customer alleging that the use of the Services as permitted hereunder infringes any patent, copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above obligations are claims to the extent arising from or exacerbated by (i) use of the Services in violation of this Agreement or applicable law, (ii) use of the Services after Quinyx notifies Customer to discontinue use because of an infringement claim, (iii) any claim relating to any third party products or services, (iv) any claim relating to Customer Data, (v) modifications to the Services made by anyone other than Quinyx (where the claim would not have arisen but for such modification), or (vi) the combination, operation, or use of the Services with software, materials, data or equipment which was not provided by Quinyx, to the extent that Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use. If the Services are held to infringe, Quinyx will, in its discretion and at its own expense either (a) procure a licence that will protect Customer against such claim without cost to Customer; (b) replace the Services with non-infringing Services without material loss of functionality; or (c) if (a) and (b) are not commercially feasible, terminate this Agreement or the applicable Ordering Document and refund to Customer any prepaid unused fees paid to Quinyx for the infringing Services.

13.2 Customer Indemnification. Subject to Section 13.3, Customer shall indemnify, defend, and hold Quinyx harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against Quinyx that arises out of or results from a claim alleging that Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes the Intellectual Property Rights or any other rights of a third party.

13.3 Procedure. The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

13.4 Indemnification Cap. Quinyx's obligation to indemnify and hold Customer harmless pursuant to Section 13.1 shall for each Contract Year be limited to the greater of (a) € 500,000 (five hundred thousand euro) and (b) five times (5x) the fees actually paid by Customer to Quinyx for the Quinyx Service in that relevant Contract Year. Claims Customer might have under mandatory law remain unaffected; such claims are subject to Section 11.

14. GENERAL PROVISIONS.

14.1 Governing Law and Venue. Subject to Section 14.2, this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Sweden without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity of this Agreement, shall be exclusively and finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English, unless Customer is incorporated in Sweden in which case it shall be Swedish.

14.2 German Customers. Notwithstanding Section 14.1, if Customer is incorporated in the Federal Republic of Germany, the Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of the Federal Republic of Germany. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity of this Agreement, shall be exclusively and finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

14.3 Force Majeure. Non-performance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, power outages, or any other reason where failure to perform is beyond the reasonable control of the non-performing party ("**Force Majeure Event**"), but only during the period that the fulfilment is prevented or delayed and provided that the affected party uses commercially reasonable efforts to mitigate the effect of the Force Majeure Event on the performance of its obligations. For the avoidance of doubt, under no circumstance will a Force Majeure Event excuse Customer's obligation to make payments when due under this Agreement.

14.4 Notices. All notices, consents, and approvals under this Agreement must be delivered via email to Quinyx at legal@quinyx.com and to Customer at the email address set forth in the applicable Ordering Document and will be effective upon submission (a read receipt may be requested).

Either party may change its address by giving notice of the new address to the other party.

14.5 *Modifications.* Quinyx may make modifications to the Quinyx Service or components of the Quinyx Service, including the Feature List, from time to time provided that such modifications do not materially degrade any functionality or features of the Quinyx Service during the term of the applicable Ordering Document, as measured reasonably against the applicable Feature List elements and their specific characteristics at the time of signing of the Agreement. Quinyx shall notify Customer of any substantial changes to the Quinyx Service or components of the Quinyx Service through publication on the Support Portal at least seven days prior to the change becoming effective, unless Quinyx reasonably considers that such amendment should come into force earlier due to critical security reasons and/or to ensure that Quinyx or Customer is compliant with applicable law.

14.6 *Waiver and Severability.* Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorised representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

14.7 *Assignment and Subcontracting.* This Agreement shall be binding upon and for the benefit of Quinyx, Customer, and their permitted successors and assigns. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that either party may assign this Agreement to an Affiliate or in connection with a corporate reorganisation, merger, acquisition, or sale of all or substantially all its assets without consent. Any attempted assignment or delegation in violation of this section will be null, void and of no effect. Quinyx may use independent contractors and subcontractors to assist in the delivery of the Services; provided, however, that Quinyx shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their compensation.

14.8 *Injunctive Relief.* Both parties acknowledge that any use of a party's Confidential Information or Intellectual Property Rights in breach of this Agreement may cause the non-breaching party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that the non-breaching party shall be entitled to an injunction to restrain such use in addition to other appropriate remedies available under applicable law or this Agreement.

14.9 *Non-Solicitation.* To the extent permitted by applicable law, Customer shall not, without the prior written consent of Quinyx, at any time during the term of this Agreement and for a period of six (6) months after its termination or expiry, attempt to actively solicit or entice away from Quinyx or its Affiliates any personnel who is actually engaged in the performance of any Services under this Agreement.

14.10 *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous understandings, writings, negotiations, discussions, marketing material, promises, warranties, representations, agreements and communication, whether written or oral, between the parties with respect to its subject matter, and for the avoidance of doubt, no standard terms and conditions for purchase of Customer will apply. The parties agree that no representations, warranties, undertakings or promises have been expressly or impliedly given in respect of the subject matter of the Agreement other than those that are expressly stated in the Agreement. Neither party shall have any remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement, unless the statement was made fraudulently.

14.11 *Miscellaneous.* This Agreement may, unless as otherwise set forth herein, be amended only by a written document signed by both parties. Each party is an independent contractor, and nothing in this Agreement shall be construed as a partnership or creating the relationships of employer and employee, or principal and agent, for any purpose whatsoever. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by Customer shall be of no force or effect, even if the purchase order is accepted by Quinyx. All references to "in writing" shall include electronic mail. Except as expressly set forth herein, all remedies and rights contained in this Agreement are cumulative and do not limit any other remedy or right available to such party. Unless otherwise expressly provided, the word "including" means "including without limitation" and does not limit the preceding words or terms.