SPECIAL TERMS AND CONDITIONS

FOR

WFI INSIGHTS MODULES

These SPECIAL TERMS AND CONDITIONS FOR WFI INSIGHTS MODULES shall govern the rights and obligations concerning the provision of the following modules (together called WFI INSIGHTS MODULES) of ATOSS Staff Efficiency Suite / ATOSS Startup Edition CLOUD24/7 in accordance with the CONTRACT between the CUSTOMER and the COMPANY:

- WFI Insights Core HR
- WFI Insights Time
- WFI Insights Scheduling.

The following documents provided by COMPANY regarding the CLOUD SERVICE shall not apply for the WFI INSIGHTS MODULES:

- General Terms and Conditions for ATOSS cloud products ("CLOUD GTC")
- Appendix – SLA ATOSS Staff Efficiency Suite / ATOSS Startup Edition CLOUD24/7
- Appendix – Basic Technical Services ATOSS Staff Efficiency Suite / ATOSS Startup Edition CLOUD24/7.

Deviating, conflicting or supplementary general terms and conditions of the CUSTOMER shall not apply, even, for example, if the COMPANY does not expressly object to their applicability or if the COMPANY is aware of the general terms and conditions of CUSTOMER and provides the WFI INSIGHTS MODULES without reservation.

Capitalized terms not otherwise defined herein have the meanings given to them in Clause 19 (Definitions) below.

1. <u>The WFI INSIGHTS MODULES and APPLICATION CONTENT</u>

1.1. The WFI INSIGHTS MODULES are provided to the CUSTOMER together with a SUPPORT HOTLINE in a manner that is subject to the requirements specified in the DOCUMENTATION and the appendix SLA FOR WFI INSIGHTS MODULES via the access for the CLOUD SERVICE. The scope and the essential product features of the WFI INSIGHTS MODULES are described in more detail in the DOCUMENTATION; information regarding the service level of WFI INSIGHTS MODULES is set out in the appendix SLA FOR WFI INSIGHTS MODULES. The LICENSE METRIC of the WFI INSIGHTS MODULES ordered by the CUSTOMER for cloud-based use will be shown in the CONTRACT. The CUSTOMER shall observe the requirements set out in the DOCUMENTATION and comply with them at its own expense.

1.2. To use the WFI INSIGHTS MODULES, the CUSTOMER must make CUSTOMER DATA available to the COMPANY. The CUSTOMER determines and controls in its sole discretion the selection of CUSTOMER DATA for transmission to the COMPANY. By interacting with the CUSTOMER DATA through their use of the WFI INSIGHTS MODULES, AUTHORIZED USERS are able to produce information and insights in a variety of visual formats, called visualizations. These visualizations are a result of the processing of the WFI INSIGHTS MODULES undertaken on that CUSTOMER DATA, presented in a manner that makes it easier for a human to consume and understand the information in context. The complete set of such visualizations that the WFI INSIGHTS MODULES can theoretically produce from a given set of CUSTOMER DATA is called the APPLICATION CONTENT.

1.3. APPLICATION CONTENT will vary for each CUSTOMER because the CUSTOMER DATA is unique to each CUSTOMER. Thus, the APPLICATION CONTENT for a CUSTOMER is a subset of the total capabilities of the WFI INSIGHTS MODULES. Accordingly, the COMPANY cannot and does not warrant for or assure the availability of any specific APPLICATION CONTENT.

2. WFI INSIGHTS MODULES

2.1. Subject to these TERMS, the COMPANY shall make the WFI INSIGHTS MODULES available to the CUSTOMER in accordance with the DOCUMENTATION, solely for access and use by its or its AFFILIATES' AUTHORIZED USERS during the term of the applicable CONTRACT at the demarcation point in the Internet. The COMPANY grants the CUSTOMER and its AFFILIATES the simple (non-exclusive), non-transferable, non-sublicensable right to use the WFI INSIGHTS MODULES for the internal business purposes of CUSTOMER and its AFFILIATES.

In the event the CUSTOMER'S AFFILIATES use the WFI INSIGHTS MODULES, the CUSTOMER shall be liable for their infringements, including their vicarious agents and legal REPRESENTATIVES, as for its own infringements.

The DOCUMENTATION may be reproduced for internal use of the CUSTOMER and its AFFILIATES.

2.2. As part of the WFI INSIGHTS MODULES, COMPANY may provide CUSTOMER with BENCHMARK CONTENT in its sole discretion from time to time. CUSTOMER acknowledges that BENCHMARK CONTENT is the proprietary and CONFIDENTIAL INFORMATION of the COMPANY. BENCHMARK CONTENT may be provided in combination with THIRD-PARTY content sourced from relevant industry contributors. COMPANY does not warrant for or assure the accuracy, completeness, timeliness, or availability of BENCHMARK CONTENT, as the same may be modified from time to time.

2.3. COMPANY reserves the right to discontinue individual features and functionality within the WFI INSIGHTS MODULES. CUSTOMER can find a list of features and functionality scheduled for end-of-life on the website at www.visier.com/deprecation-list, for which CUSTOMER shall register accordingly.

3. CUSTOMER Responsibilities

3.1. CUSTOMER acknowledges that a high-speed Internet connection and a commonly available, up-to-date operating system and web browser are required for access to the WFI INSIGHTS MODULES (additional details regarding compatible operating systems and web browsers are provided in the DOCUMENTATION). CUSTOMER is responsible for procuring and maintaining the networks, software and equipment necessary to connect to the Internet and to access the WFI INSIGHTS MODULES.

3.2. The CUSTOMER shall in particular

a. independently carry out the implementation, configuration, parameterization, maintenance of master data and other measures for customizing the WFI INSIGHTS MODULES; in doing so, attention must be paid to the complete implementation of the announced requirements, as otherwise the stability of WFI INSIGHTS MODULES may be impaired;

b. take appropriate measures to ensure communication between the CUSTOMER and the COMPANY (e.g. ensuring that e-mails from the known contacts of the COMPANY are not intercepted by the spam filter);

c. implement the instructions communicated by the COMPANY (e.g. for troubleshooting or the exchange of certificates in relation to interfaces) within the communicated implementation period by competent personnel;

d. designate to the COMPANY a responsible contact person as well as a substitute who is responsible for all communication within the scope of the provision of the WFI INSIGHTS MODULES on the part of the CUSTOMER. Usually, the technical and professional contact person is also an AUTHORIZED USER. The CUSTOMER shall ensure the availability of an AUTHORIZED USER and a substitute with sufficient know-how, rights and decision-making powers during the performance period. The CUSTOMER shall notify the COMPANY of any change of an AUTHORIZED USER or substitute or their contact details without undue delay, naming a new AUTHORIZED USER or new contact details. The CUSTOMER shall submit its request through an AUTHORIZED USER in accordance with the SLA FOR WFI INSIGHTS MODULES. In this respect, the AUTHORIZED USER must be able to ensure first-level support at the CUSTOMER;

e. provide or communicate in a timely and complete manner all necessary information, copies

of documents as well as processes and circumstances which may be of importance for the performance of the service;

f. confirm in writing, at the COMPANY´S request, the completeness of the information and declarations provided in a statement prepared by the COMPANY;

g. enable the CONSULTANT to remotely access the WFI INSIGHTS MODULES provided, especially for the provision of the SUPPORT HOTLINE; in doing so, the CUSTOMER shall ensure that only such personal data relating to the specific individual case can be remotely viewed by the CONSULTANT on the CUSTOMER´S system. If the CUSTOMER will not provide the COMPANY with remote access upon the COMPANY´S request and no other equally suitable means is available, the COMPANY may refuse the service in question and shall not be responsible for the consequences thereof.

CUSTOMER may hire COMPANY to assist with individual or several of the aforementioned obligations (with the exception of lit. c), d) f) and g)) based on a separate order and additional fee. The ATOSS General Terms and Conditions for Services and Works Performance ("GTC SERVICES AND WORKS PERFORMANCE"), which are available on the website https://www.atoss.com/en-gb/general-terms-and-conditions, shall apply to separate.

3.3. CUSTOMER is responsible for (i) maintaining the confidentiality of USER IDS assigned to AUTHORIZED USERS and associated passwords, (ii) any and all activities that occur while operating under each such USER ID, and (iii) compliance of AUTHORIZED USERS with the terms of the CONTRACT including the attached ACCEPTABLE USE POLICY. CUSTOMER agrees to immediately notify the COMPANY of any unauthorized use of a USER ID or violation of the ACCEPTABLE USE POLICY of which CUSTOMER becomes aware of.

3.4. CUSTOMER shall be responsible for the compliance of its or its AFFILIATES' AUTHORIZED USERS with the terms and conditions of the CONTRACT. CUSTOMER shall be liable to the COMPANY for breach of any term or condition of the CONTRACT by any of its or its AFFILIATES, including any act or omission that, if committed by CUSTOMER, would be a breach of the CONTRACT, as if such breach is CUSTOMER'S own.

4. Security, Processing and Aggregation

4.1. COMPANY shall implement and maintain technical and organizational measures to protect CUSTOMER DATA in accordance with the DPA and the DPA ADDENDUM FOR WFI INSIGHTS MODULES. CUSTOMER shall provide CUSTOMER DATA to COMPANY only in accordance with the data submission requirements described in the DPA and the DPA ADDENDUM FOR WFI INSIGHTS MODULES. COMPANY will not accept and may freely delete any data received from any source other than CUSTOMER unless pre-approved by the COMPANY in writing as an authorized THIRD-PARTY data source. CUSTOMER shall be solely responsible for the integrity of CUSTOMER DATA. COMPANY shall not be responsible for DOWNTIME of the WFI INSIGHTS MODULES caused by CUSTOMER'S formatting of the CUSTOMER DATA that was not in compliance with the DOCUMENTATION.

4.2. COMPANY will store, process and transfer the CUSTOMER DATA for the sole purpose of providing, maintaining, and supporting the WFI INSIGHTS MODULES as contemplated under the CONTRACT. In additions, the COMPANY shall have the right to run ANALYSES as described in 4.3.

4.3. ANALYSES: COMPANY and / or its AFFILIATES may conduct ANALYSES, investigations, evaluations and measurements (collectively "ANALYSES"), provided that they contain exclusively anonymous or anonymized usage data (e.g. duration and frequency of use of functions, mouse clicks, etc.) and/or other anonymous or anonymized data and information, such as license information, technical information or such information resulting from the technical, functional framework conditions of the deployment and use of the WFI INSIGHTS MODULES by CUSTOMER. The data used for the ANALYSES is either already anonymous by nature, i.e. without personal reference in the meaning of the GDPR or are anonymized for the purpose of the ANALYSES.

For example, COMPANY may conduct ANALYSES for the following purposes: (i) to improve the product and service portfolio, technical resources and support, (ii) to research, develop and enhance the WFI INSIGHTS MODULES and professional services, (iii) to verify and ensure data integrity, (iv) to prepare forecasts and demand scenarios, (v) to identify and evaluate correlations and trends in industry segments, (vi) to establish and expand AI (artificial intelligence) applications, and (vii) for anonymous benchmarking. ANALYSES and the anonymous or anonymized

data may be automatically forwarded by the COMPANY to itself and/or to its AFFILIATES.

Non-anonymized, and thus personal, data will – unless otherwise agreed – only be used to provide the contractually agreed services in accordance with the provisions of the DPA and the DPA ADDENDUM FOR WFI INSIGHTS MODULES. The COMPANY shall become the sole legal owner of the data obtained from the ANALYSES at the time of its creation. The intellectual property, industrial property rights and all other rights to the CUSTOMER DATA shall remain with the CUSTOMER or the other holders of rights.

4.4. As part of the WFI INSIGHTS MODULES, COMPANY may produce AGGREGATE DATA. COMPANY will: (i) ensure that, through anonymization, de-identification, and other effective methods, the AGGREGATE DATA (a) will not contain any data relating to a natural person, consumer, or household, that can be identified, directly or indirectly, from the AGGREGATE DATA and (b) will not contain any data relating to a specific device that can be identified, directly or indirectly, from the AGGREGATE DATA; and (ii) maintain appropriate technical and organizational safeguards intended to prevent the re-identification of any natural person, consumer, household, or specific device, that was the subject of data used to produce AGGREGATE DATA. Furthermore, AGGREGATE DATA will not be published, displayed, or transmitted to a THIRD PPARTY in any form, in whole or in part, where CUSTOMER or its AFFILIATES could be identified as the source of such data.

5. Restrictions

5.1. CUSTOMER, its AFFILIATES and AUTHORIZED USERS, may not and may not permit any person or entity to: (i) resell, transfer, make available, or allow the use of or access to the WFI INSIGHTS MODULES, or any part thereof, directly or indirectly, to or by any person who is not an AUTHORIZED USER or for the benefit of any THIRD PARTY other than the CUSTOMER or its AFFILIATES and , without the prior written approval of the COMPANY; (ii) copy, reverse engineer or otherwise attempt to obtain the source code for any component of the software used to provide the WFI INSIGHTS MODULES, except and only to the extent these restrictions are expressly prohibited by applicable statutory law; (iii) alter, modify or adapt any component of the WFI INSIGHTS MODULES or any software used to provide the WFI INSIGHTS MODULES, including without limitation, translating or creating derivative works; (iv) introduce into or transmit through the WFI INSIGHTS MODULES any virus, worm, trap door, back door, or other harmful or malicious code, files, scripts, agents, or programs; (v) transmit or store infringing material in the WFI INSIGHTS MODULES; (vi) assign or permit a CUSTOMER to assign a USER ID, or make the WFI INSIGHTS MODULES available, to any person who is less than 13 years old; (vii) use or permit, except with the express prior authorization of the COMPANY and under supervision by COMPANY, the use of any security testing tools in order to probe, scan, or attempt to penetrate or ascertain the security of the WFI INSIGHTS MODULES; (viii) except as expressly permitted herein, make any component of the WFI INSIGHTS MODULES available by loan, rental, service bureau, external time sharing or similar arrangement; (ix) use the WFI INSIGHTS MODULES other than through a validly assigned USER ID, or access or attempt to access in any way other than through a validly assigned USER ID; (x) share a USER ID with anyone other than the designated AUTHORIZED USER; (xi) export or re-export the WFI INSIGHTS MODULES, DOCUMENTATION, or any component or direct product thereof, except in compliance with all applicable export laws, restrictions, and regulations; or (xii) remove, overprint, deface, obfuscate, or change any notice of confidentiality, copyright, trademark, logo, legend, or other notices of ownership or other rights from the WFI INSIGHTS MODULES or DOCUMENTATION.

6. Term, Termination and Suspension

6.1. CONTRACT term: The minimum CONTRACT term shall be twelve (12) months and shall commence on the start date agreed in the CONTRACT, in the absence thereof, with the start of the first day of the month following provision of the WFI INSIGHTS MODULES via the CLOUD SERVICE in default setting at demarcation point on the Internet. In the event of repeat orders, i.e. additional orders (such as license extensions or further WFI INSIGHTS MODULES), the remaining CONTRACT term for such repeat orders shall apply accordingly.

6.2. CONTRACT extensions: The CONTRACT term shall be automatically extended by twelve (12) months in each case, unless a PARTY terminates the CONTRACT with three (3) months' notice with effect at the end of the initial CONTRACT term or at the end of the then current extension term. If the contract for the CLOUD SERVICE ends before the end of the initial CONTRACT term

or the end of the then current extension term for the WORKFORCE INTELLIGENCE MODULE, the CONTRACT for the WORKFORCE INTELLIGENCE MODULE shall also end at the same time. Extraordinary terminations for good cause shall remain unaffected.

6.3. In the event that a PARTY breaches or causes the breach of any material provision of the CONTRACT and such breach is (i) material and (ii) not cured within ninety (90) days after receiving a second written notice of such material breach from the other PARTY (each notice setting ninety (90) days deadline for cure), such other PARTY shall have the right to terminate the CONTRACT that was the subject of such breach if the other PARTY cannot reasonably be expected to adhere to the CONTRACT. Termination of the CONTRACT terminates all WFI INSIGHTS MODULES.

6.4. Notwithstanding Clauses 6.1 to 6.3, CUSTOMER may terminate the CONTRACT in accordance with the TERMS of Clause 6.3 regarding certain WFI INSIGHTS MODULES, without imposing a penalty for such termination on CUSTOMER, if

- the COMPANY is in substantial or persistent breach of its obligations under Regulation (EU) 2016/679 or Regulation (EU) 2024/1689; or
- the processing of CUSTOMER DATA by the COMPANY or its sub processors has been objected or suspended by a binding decision of a competent court or the competent supervisory authority/ies and compliance with these Clauses is not restored within the official remedial period.

6.5. COMPANY may suspend access to and use of the WFI INSIGHTS MODULES: (i) where the COMPANY reasonably proofs that CUSTOMER is in material breach of any obligation or restriction under the CONTRACT; (ii) , if any payment other than an amount subject to good faith dispute is due but unpaid by the CUSTOMER and CUSTOMER has not corrected the delinquency within thirty (30) days after CUSTOMER has received notice via email of such delinquency; and (iii) in the case of CUSTOMER'S violation of applicable law or a material breach of any obligation or restriction under the CONTRACT all related to usage restrictions, confidentiality, privacy or security, or a technical restriction, if this is necessary for the prevention of systemic harm to the WFI INSIGHTS MODULES within the CLOUD SERVICE or of other systemic impact on the security, confidentiality, or protection of CUSTOMER DATA. COMPANY will endeavor to provide via email notice of circumstances necessitating suspension for breach with the setting of a reasonable deadline for CUSTOMER to cure but is relieved on any notice obligations in the event of an imminent threat of serious damage to the WFI INSIGHTS MODULES, the security thereof, or the confidentiality and protection of CUSTOMER DATA. COMPANY shall limit the aforementioned measures in terms of time and scope as deemed justifiable given the individual circumstances. WFI INSIGHTS MODULES will resume as soon as the breach or delinquency has been corrected. COMPANY shall not be liable to CUSTOMER and AFFILIATE of CUSTOMER or any THIRD PARTY for any suspension of the WFI INSIGHTS MODULES pursuant to this Clause.

6.6. Notwithstanding the foregoing, the PARTIES may terminate the CONTRACT in whole or in part (i.e. with respect to individual WFI INSIGHTS MODULES) for good cause. Good cause for the COMPANY for example exists if the WFI INSIGHTS MODULES are no longer provided to the COMPANY.

6.7. Notices of termination shall be in writing; text form, e.g. e-mail or fax, is not sufficient.

6.8. Obligations following CONTRACT termination: Upon termination of the CONTRACT, CUSTOMER'S access to the WFI INSIGHTS MODULES within the CLOUD SERVICE and the SUPPORT HOTLINE shall be blocked and the PARTIES shall return or delete the mutually disclosed CONFIDENTIAL INFORMATION of the other PARTY. CUSTOMER is obligated to surrender to the COMPANY or irretrievably destroy all DOCUMENTATION in all provided versions, as well as all other provided documents and information, within three (3) working days of termination of the CONTRACT. In the event of electronic transfer and/or storage, destruction shall be effected by deletion. CUSTOMER shall delete incremental backup copies at the latest in the next scheduled deletion cycle. At COMPANY´S request, CUSTOMER shall affirm in lieu of an oath that the data has been duly destroyed or deleted.

6.9. COMPANY shall completely and irretrievably delete the CUSTOMER DATA in the WFI INSIGHTS MODULES one (1) month after the end of the CONTRACT.

7. <u>Fees</u>

7.1. CUSTOMER shall pay the agreed fees for the WFI INSIGHTS MODULES in advance and at the agreed payment intervals. The first fee shall be invoiced from the first day of the month following the provision of the infrastructure of the WFI INSIGHTS MODULES in default setting at the demarcation point on the Internet. Invoices may be issued in paper form or electronically. Any repeat orders shall be placed on the basis of the COMPANY'S then current prices.

7.2. Payments are due within ten (10) days of the invoice date without deduction, unless the contract for the CLOUD SERVICE provides otherwise, in which case the latter shall also apply to the payment terms of the WFI INSIGHTS MODULES.

7.3. CUSTOMER may set off only those claims which are undisputed or have been finally determined by a court of law.

7.4. COMPANY shall be entitled to adjust the fees for the provided WFI INSIGHTS MODULES on 1 January of each year, whereby the change may not exceed the respective interim increase in the official consumer price index for the Federal Republic of Germany or the index replacing it by more than two (2) full percentage points. In the event that the contract regarding the CLOUD SERVICE contains a different provision regarding the adjustment of the fee for the CLOUD SERVICE, this deviating provision shall also apply to the adjustment of the fees for WFI INSIGHTS MODULES.

8. Data protection

8.1. By signing the CONTRACT, COMPANY and CUSTOMER have concluded a DPA together with the DPA ADDENDUM FOR WFI INSIGHTS MODULES in accordance with the GDPR. All processing of non-anonymized, personal CUSTOMER DATA shall be carried out by the COMPANY on behalf of the CUSTOMER on the basis of the DPA and the DPA ADDENDUM FOR WFI INSIGHTS MODULES.

8.2. When the COMPANY provides WFI INSIGHTS MODULES, CUSTOMER shall ensure that only personal data relating to the specific individual case can be viewed remotely by the CONSULTANT.

8.3. The transmission of non-anonymized, personal CUSTOMER DATA (e.g. test data, employee master data, etc.) to the COMPANY by means of transmission and communication channels that have not been mutually agreed upon in advance shall not be permitted.

9. Confidentiality

9.1. Each PARTY agrees that CONFIDENTIAL INFORMATION shall be maintained in confidence and not disclosed, used or duplicated, except as permitted in the CONTRACT. RECIPIENT shall not copy or disclose DISCLOSER'S CONFIDENTIAL INFORMATION except to its REPRESENTATIVES who need to know the CONFIDENTIAL INFORMATION in order to perform under the CONTRACT. RECIPIENT and its REPRESENTATIVES may use CONFIDENTIAL INFORMATION only in connection with performance under the CONTRACT. RECIPIENT will protect DISCLOSER'S CONFIDENTIAL INFORMATION with the same, but not less than reasonable, standard of care it uses to protect its own CONFIDENTIAL INFORMATION. Each PARTY shall promptly inform the other PARTY of any unauthorized disclosure of, or access to, the other PARTY'S CONFIDENTIAL INFORMATION.

9.2. No more than thirty (30) days after expiration or termination of the CONTRACT, RECIPIENT will cease use of and return or destroy all copies or extracts of DISCLOSER'S CONFIDENTIAL INFORMATION except that RECIPIENT may retain portions of CONFIDENTIAL INFORMATION in accordance with its procedures implemented to comply with applicable law or regulation, litigation hold or audit logging requirements, provided that such CONFIDENTIAL INFORMATION remains subject to the terms of the CONTRACT and may not be used except for such compliance purposes. CUSTOMER DATA will be destroyed according to the terms of the DPA and the DPA ADDENDUM FOR WFI INSIGHTS MODULES. At the request of DISCLOSER, RECIPIENT will provide a certificate, signed by its authorized representative, acknowledging that DISCLOSER'S CONFIDENTIAL INFORMATION has been returned or destroyed in accordance with these TERMS.

9.3. The foregoing limitations on the disclosure and use of CONFIDENTIAL INFORMATION will not apply if the CONFIDENTIAL INFORMATION: (i) was already known to RECIPIENT, other than under an obligation of confidentiality, at the time of disclosure by DISCLOSER; (ii) was or

becomes generally available to the public or otherwise part of the public domain, through no fault of RECIPIENT or its REPRESENTATIVES; (iii) was lawfully received from a THIRD PARTY who rightfully acquired it and did not obtain or disclose it in violation of any confidentiality agreement or obligation; or (iv) was independently developed by RECIPIENT without the use of, or reference to, the CONFIDENTIAL INFORMATION of DISCLOSER.

9.4. A PARTY'S breach of its confidentiality obligations hereunder may cause the aggrieved PARTY to suffer irreparable harm in an amount not easily ascertained. The PARTIES agree that, upon any actual or threatened breach of a PARTY'S confidentiality obligations hereunder, the aggrieved PARTY will be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.

9.5. If RECIPIENT is required by law to disclose DISCLOSER'S CONFIDENTIAL INFORMATION, RECIPIENT may do so, but will first, if legally permissible, provide DISCLOSER with prompt notice of such pending disclosure so that DISCLOSER may seek to contest or limit such disclosure and RECIPIENT will provide reasonable assistance to DISCLOSER at DISCLOSER'S expense.

10. Governmental Disclosure Request

If COMPANY becomes aware that any government agency or authority (including law enforcement or national security) requested access to CUSTOMER DATA (whether on a voluntary basis or through a subpoena or court order), COMPANY shall: (i) promptly notify CUSTOMER, (ii) inform the government agency that COMPANY is bound by confidentiality obligations and to that extent not authorized to disclose the CUSTOMER DATA, (iii) reasonably attempt to redirect the agency to request the data directly from CUSTOMER, and (iv) not provide access to the data unless and until authorized by CUSTOMER. Notwithstanding anything to the contrary, COMPANY shall not be required to comply with the obligations under this Clause 10. in full if it is under a legal prohibition or mandatory legal compulsion that prevents it from complying.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Except as expressly set forth herein, the CONTRACT does not grant either PARTY any rights, implied or otherwise, to the other PARTY'S content or the other PARTY'S INTELLECTUAL PROPERTY.

11.2. As between the PARTIES, CUSTOMER owns all INTELLECTUAL PROPERTY RIGHTS in and to the CUSTOMER DATA. As between the PARTIES, COMPANY owns all INTELLECTUAL PROPERTY RIGHTS in and to the WFI INSIGHTS MODULES and all adaptations, modifications and further developments thereto, DOCUMENTATION, APPLICATION CONTENT and BENCHMARK CONTENT as well as software, technologies, processes and all materials created, developed or made available by the COMPANY, including those arising from the provision of professional services. Without limiting the foregoing, the PARTIES agree that COMPANY will be considered the author of all documents for purposes of copyright.

11.3. The WFI INSIGHTS MODULES may display COMPANY or Visier specified "powered by" branding and CUSTOMER hereby agrees not to take any steps to remove, modify, obfuscate or diminish such branding in the WFI INSIGHTS MODULES.

12. Indemnification

12.1. COMPANY, at its expense, will defend and indemnify CUSTOMER from and against all costs, liabilities and expenses (including reasonable attorney fees) arising from a CLAIM against CUSTOMER and/or its AFFILIATES alleging that the WFI INSIGHTS MODULES infringe or misappropriate a patent, trademark, trade secret, copyright, or a CLAIM by a supervisory or regulatory authority alleging the COMPANY has violated DATA PROCESSING LAW and information security legislation (e.g. European legislation) applicable to COMPANY'S storage or processing of CUSTOMER DATA, including, but not limited to, all damages assessed, awarded, and/or fined by a court of competent jurisdiction or agreed to in settlement; provided that COMPANY has no obligation or liability under this Clause for any CLAIM under this Clause arising from: (i) any modification to the WFI INSIGHTS MODULES unless such modification was made by the COMPANY or at the express direction of the COMPANY or approved by the COMPANY; (ii) use of the WFI INSIGHTS MODULES not in accordance with the CONTRACT; (iii) the combination of the WFI INSIGHTS MODULES with other products or services not supplied by the COMPANY, its subcontractors or its suppliers, unless such combination is expressly contemplated in the

DOCUMENTATION; (iv) from the COMPANY'S receipt or processing of CUSTOMER DATA that was collected or provided to the COMPANY in violation of applicable DATA PROCESSING LAW and information security legislation (e.g. European Legislation). Should the WFI INSIGHTS MODULES become, or in the COMPANY'S opinion be likely to become, the subject of a CLAIM under this Clause, at the COMPANY'S option and expense: (a) the COMPANY shall procure for CUSTOMER the right to make continued use thereof; (b) the COMPANY shall replace or modify the WFI INSIGHTS MODULES such that it becomes non-infringing; or (c) if in the COMPANY'S sole discretion it determines that (a) and (b) are not available to the COMPANY on commercially reasonable terms, the affected OFFER(S) will be terminated on notice to CUSTOMER and CUSTOMER must cease using the WFI INSIGHTS MODULES. This Clause shall be CUSTOMER'S sole and exclusive remedy and the COMPANY'S entire liability for any CLAIM under this Clause 12.1.

12.2. CUSTOMER, at its expense, will defend and indemnify COMPANY from and against all costs, liabilities and expenses (including reasonable attorney fees) arising from a CLAIM against COMPANY and/or its AFFILIATES alleging that CUSTOMER DATA infringes or misappropriates a patent, trademark, trade secret or copyright or a CLAIM by a supervisory or regulatory authority alleging that CUSTOMER has violated DATA PROCESSING LAW and information security legislation (e.g. European legislation) applicable to CUSTOMER'S collection, transfer or use of the CUSTOMER DATA, including, but not limited to, damages assessed, awarded, and/or fined by a court of competent jurisdiction or agreed to in settlement. This Clause shall be the COMPANY'S sole and exclusive remedy and CUSTOMER'S entire liability for any CLAIM covered under this Clause 12.2.

12.3. CUSTOMER, at its expense, will defend and indemnify the COMPANY and its AFFILIATES from and against all costs, liabilities and expenses (including reasonable attorney fees) resulting from or incurred as a result of any claim, suit, or action by the CUSTOMER against the COMPANY and/or its AFFILIATES concerning obligations between CUSTOMER and a THIRD PARTY, including, but not limited to, damages assessed, awarded, and/or fined by a court of competent jurisdiction or agreed to in settlement, which CUSTOMER has previously expressly consented to as provided in Clause 12.4. This Clause shall be the COMPANY'S sole and exclusive remedy and CUSTOMER'S entire liability for any claim, suit, or action covered under this Clause 12.3.

12.4. The PARTIES' indemnity obligations are contingent on the indemnified PARTY giving the indemnifying PARTY prompt written legal notice of a CLAIM, provided, however, that failure of a PARTY to give prompt legal notice shall not relieve the indemnifying PARTY from its obligations under the CONTRACT unless the indemnifying PARTY'S ability to defend or the defense is materially prejudiced by such failure. Upon receipt of a written legal notice of a claim from an indemnified PARTY, the indemnifying PARTY shall, at its sole cost and expense, assume the defense thereof by REPRESENTATIVES chosen by it. The indemnified PARTY shall be entitled to participate in the defense of such CLAIM and to employ counsel at its own expense to assist in the handling of such CLAIM. The indemnifying PARTY shall have the right to assert any defenses, causes of action or counter CLAIMS arising from the subject of the CLAIM available to the indemnified PPARTY and shall also have the right to negotiate a settlement of the CLAIM, subject only to the indemnified PARTY'S prior written consent to the extent such settlement does not fully release the indemnified PARTY. The indemnified PARTY shall provide the indemnifying PPARTY with reasonable assistance, at the indemnifying PPARTY'S expense.

13. Warranties

13.1. Each of COMPANY and CUSTOMER represents and warrants to the other that (i) it has the full power and authority to enter into and perform the CONTRACT, to grant the rights granted by it under the CONTRACT, and to perform its obligations under CONTRACT; and (ii) it will comply with all laws applicable to the performance of its obligations hereunder.

13.2. CUSTOMER represents and warrants that, during the CONTRACT term, (i) it has all necessary rights and licenses to the CUSTOMER DATA to meet its obligations under the CONTRACT, and (ii) such necessary consents, permissions, and assurances to provide the CUSTOMER DATA to COMPANY and permit the transfer to and processing of CUSTOMER DATA by COMPANY for the purposes contemplated under the CONTRACT.

13.3. COMPANY represents and warrants that (i) the WFI INSIGHTS MODULES shall perform in accordance with the DOCUMENTATION, (ii) the WFI INSIGHTS MODULES will be free of viruses,

trojan horses, worms, time bombs and other malicious programming routines designed to disable, damage, erase or corrupt software, hardware or data, (iii) the support provided hereunder will be performed in a professional and workmanlike manner consistent with generally accepted industry standards reasonably applicable to the provision of such support; (iv) each subcontractor will be suitably qualified, skilled, knowledgeable, experienced and competent to perform those obligations subcontracted to them, and (iv) the functionality of the WFI INSIGHTS MODULES will not be degraded, except for features or functionality discontinued in accordance with Clause 2.3. In case of breach of any warranty in this Clause 13.3 the COMPANY warrants to promptly repair, replace or re-perform the defective or non-conforming WFI INSIGHTS MODULES (e.g. but not limited to, through the standard release cycle of the WFI INSIGHTS MODULES) or, if COMPANY notifies CUSTOMER that such prompt repair, replacement or re-performance is not commercially reasonable, then within ninety (90) days of receipt of such notice, CUSTOMER may (a) grant an extension of time for the COMPANY to correct the non-conformity or (b) terminate the affected CONTRACT or parts thereof upon notice to COMPANY. CUSTOMERS notice of defect or non-conformance must specify the factual basis of CUSTOMER'S CLAIM in reasonable detail, to the extent then known by CUSTOMER. CUSTOMER'S right to claim damages under the conditions of Clause 14 of the TERMS remains unaffected. A no-fault guarantee liability for defects already in existence when entering into the CONTRACT is excluded. COMPANY shall be released from its warranty if CUSTOMER use the WFI INSIGHTS MODULES in contravention of the provisions of the CONTRACT or in a system with specifications that deviate from the requirements indicated by COMPANY, if the contravention or the deviation caused or is reasonably connected to the warranty claim. There shall be no warranty obligations on the part of the COMPANY with regards to any required licensing with THIRD PARTIES; Clause 11 and 12 remain unaffected.

14. Limitations of Liability

14.1. To the fullest extent permissible by law, in no event will either PARTY be liable to the other PARTY or any THIRD PARTY for any indirect, consequential, special, incidental, punitive or exemplary damages, including, without limitation, any lost profits, lost savings or lost revenues, lost goodwill, loss of use, lost or inaccurate data, or interruption of business, whether or not characterized in negligence, tort, contract, or other theory of liability, even if such PARTY has been advised of the possibility of or could have foreseen such damages.

14.2. The maximum aggregate liability of either PARTY arising out of or related to the CONTRACT or the subject matter hereof, whether in CONTRACT or tort or under any other theory of liability, will not exceed two times the equivalent of one (1) year's (total) fees for WORKFORCE INTELLICGENCE MODULES applicable hereunder at the time of the earliest event giving rise to liability.

14.3. The limitations in Clauses 14.1 and 14.2 will not limit: (i) either PARTY'S indemnification obligations under Clause 12; (ii) damages resulting from a PARTY'S gross negligence, willful misconduct or fraud as well as in the event of culpable injury to life, body or health and to the extent of a guarantee accepted by the COMPANY; or (iii) CUSTOMER'S breach of Clause 5. The limitations in Clause 14.2 will not limit CUSTOMER'S payment obligations under Clause 7. The limitations in Clauses 14.1 and 14.2 will apply notwithstanding any failure of essential purpose of any limited remedy.

15. Limitation period

With the exception of claims due to willful intent or gross negligence or due to injury to life, body or health, a limitation period of one (1) year shall apply to liability and warranty claims against the COMPANY. The limitation period shall commence from the statutory commencement of the limitation period.

16. Disclaimers

16.1. The PARTIES agree that the only representations, endorsements, guarantees, or warranties, either express or implied, provided by a PARTY in the furtherance of their contractual relationship are those contained expressly in these TERMS and no other representations, endorsements, guarantees, or warranties from sources outside of these TERMS shall apply.

16.2. The COMPANY hereby informs CUSTOMER that CUSTOMER'S decisions based on the WFI INSIGHTS MODULES are entirely CUSTOMER'S own and COMPANY assumes no responsibility

for the consequences based on CUSTOMER'S decisions based on the WFI INSIGHTS MODULES or on errors or omissions, the accuracy or reasonableness of scientific assumptions, studies, or conclusions, or the presence of bias. COMPANY assumes no responsibility for: (i) the reliability or performance of any source system; (ii) the provision by CUSTOMER of valid, up-to-date, API keys for source systems; (iii) CUSTOMER'S configuration of the COMPANY'S access to source systems; (iv) fees associated with enabling or supporting API access to source systems charged by the providers and/or licensors of the source systems and any related costs incurred by CUSTOMER; or (v) any computer networks, connections, or other systems not owned or operated by the COMPANY. If the WFI INSIGHTS MODULES include or permit the inclusion of THIRD PARTY websites, the COMPANY assumes no responsibility for such websites and any use made of such websites are at CUSTOMER'S (and AUTHORIZED USER'S) own risk, subject to the terms of such THIRD PARTY websites.

16.3. CUSTOMER'S business may require CUSTOMER to comply with industry-specific laws, regulations, or security standards that are specialized and with which the WFI INSIGHTS MODULES are not designed or intended to comply with, including but not limited to the U.S. Health Insurance Portability and Accountability Act (HIPAA) or any equivalent or successor legislation, Federal Information Security Management Act (FISMA), Gramm-Leach-Bliley Act (GLBA), European Banking Authority outsourcing guidelines, Payment Card Industry Data Security Standards (PCI DSS), International Organization for Standardization (ISO) standards, or such similar industry-specific laws, regulations, or standards. Except for compliance with data protection laws applicable to the COMPANY'S processing under the CONTRACT, the WFI INSIGHTS MODULES are not designed, rated, validated, audited, approved or otherwise intended to comply with industry-specific laws, regulations, or security standards and the COMPANY expressly disclaims any and all liability related to compliance with industry-specific laws, regulations, or security standards in the processing of any data that is subject to such laws, regulations, or security standards. CUSTOMER is solely responsible for determining which data is provided to the COMPANY for processing and for ensuring that such data is not subject to industry-specific laws, regulations, or security standards in advance of transfer to the COMPANY.

16.4. The WFI INSIGHTS MODULES are not designed or intended for use in any high risk application including but not limited to: (i) the design, construction, operation or maintenance of any nuclear facility; (ii) navigating or operating aircraft; (iii) any life-saving, life-support or life-critical medical equipment; or (iv) any other high risk or life-critical situation. The COMPANY expressly disclaims any and all liability related to the use of the WFI INSIGHTS MODULES in any high risk application where the OUTAGE of the WFI INSIGHTS MODULES could cause a life-threatening situation, including but not limited to, medical, nuclear, aviation, navigation, or military applications. CUSTOMER is solely responsible for determining which of its data is provided to the COMPANY for processing.

17. Notices

Except as otherwise specified in the CONTRACT, all notices, permissions and approvals hereunder shall be in writing. Email or scan are sufficient, except for notices of termination, dispute, lawsuit, or an indemnifiable claim ("LEGAL NOTICES"). Notices to CUSTOMER shall be addressed to the contact designated in the relevant CONTRACT and COMPANY shall be entitled to rely on that address until CUSTOMER gives COMPANY notice that such address is no longer valid. Notices required under the SLA FOR WFI INSIGHTS MODULES will be provided as specified therein.

18. General Provisions

18.1. Written form: Amendments and supplements to the CONTRACT shall only be effective if made in writing. This shall also apply to the waiver of the written form requirement or the waiver of this written form clause itself.

18.2. Amendments to the Contract: The COMPANY shall be entitled to amend or supplement the provisions of the CONTRACT insofar as this does not negatively affect the equivalence relationship agreed upon at the time the CONTRACT was concluded with regard to essential elements of the CONTRACT and the amendments are reasonable for the CUSTOMER. The right to amend the CONTRACT in particular shall include changes with regard to (i) technical developments, (ii) changes in the legal framework and (iii) adaptations of the regulations on the handling of personal data. The COMPANY will inform the CUSTOMER of the planned amendments in advance. The

amendments shall be deemed to have been accepted by the CUSTOMER if it does not object to the COMPANY in writing or text form within six (6) weeks after notification. In the notice of amendment, the COMPANY shall also draw the CUSTOMER´s attention to the intended significance of its conduct. If the CUSTOMER objects to the amendments, the COMPANY may terminate the CONTRACT by giving one (1) month's notice. The provisions in § 3 sec. 3 DPA and § 6 sec. 4 DPA shall always take precedence over this right to amend.

18.3. The CONTRACT supersedes all prior oral or written negotiations and discussions of the PARTIES and constitutes the entire agreement between the PARTIES with respect to the subject matter hereof. No modification, amendment, supplement, or waiver of any of the provisions hereof shall be binding upon any PARTY hereto unless made in writing and signed by a duly authorized representative of each PARTY hereto. Notwithstanding any language to the contrary therein nor any requirement of affirmative acceptance, no term, condition or provision of any purchase order, invoice, registration portal, 'click-through' form, or other administrative document or procedure issued by CUSTOMER or any THIRD PARTY to COMPANY in connection to the CONTRACT will be deemed to affect, modify, alter or expand the rights, duties or obligations of the PARTIES hereunder, or otherwise modify the CONTRACT, regardless of any failure of COMPANY to refute or object to such term, condition or provision.

18.4. The CONTRACT is binding on the PARTIES hereto and their respective successors and permitted assignees, is solely for the benefit of the PARTIES and their successors and permitted assignees and does not confer any rights or remedies on any other person or entity. The PARTIES agree that there are no THIRD-PARTY beneficiaries to the CONTRACT. The relationship established between the PARTIES by the CONTRACT is that of independent contractors, and nothing contained in the CONTRACT shall be construed to: (i) give either PARTY the power to direct and/or control the day-to-day activities of the other, (ii) constitute the PARTIES as partners, joint venture partners, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow a PARTY to create or assume any obligation on behalf of the other PARTY for any purpose whatsoever, except as contemplated by the CONTRACT.

18.5. A PARTY may not, without the prior written consent of the other PARTY, assign, make assignable, or otherwise transfer the CONTRACT or any portion thereof, nor any of its rights or obligations thereunder, by operation of law or otherwise, and any attempt to do so shall be null and void. Notwithstanding the foregoing, a PARTY may assign the CONTRACT to its successor-in-interest without obtaining the other PARTY'S consent in connection with a merger, reorganization or sale of substantially all of the assets of such PARTY. Subject to the foregoing, the CONTRACT shall be binding upon and inure to the benefit of the PARTIES hereto and their permitted successors and assigns.

18.6. Updating of contact details of the main contacts: CUSTOMER is responsible for keeping the contact details of its main contacts (in particular the contractual and technical main contact) communicated to COMPANY in the CONTRACT up to date and for notifying COMPANY of any changes.

18.7. The validity, interpretation and enforceability of the CONTRACT shall be governed by the laws of Germany without regard to its conflict of laws principles. The PARTIES hereby submit to the non-exclusive, personal jurisdiction of the courts located in Munich. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are expressly excluded. If any provision hereof shall for any reason be declared to be void or illegal, the enforceability of the CONTRACT or any other provision hereof shall not be affected. In addition, the PARTIES agree that such void or illegal provision shall be construed in a manner designed to effectuate its purpose to the fullest extent enforceable under applicable law. The headings in the CONTRACT are for reference purposes only and shall not affect the meaning or construction of the terms and conditions. The CONTRACT shall be construed as if drafted jointly by the PARTIES, and no presumption or burden of proof shall arise favoring or disfavoring any PARTY by virtue of the authorship of any provision.

18.8. Except where expressly stated otherwise, all remedies are cumulative and in addition to and not in lieu of any other remedy the PARTY may have at law or in equity. In the event of any litigation of any controversy or dispute arising out of or in connection with the CONTRACT, its interpretations, its performance, or the like, the prevailing PARTY shall be awarded reasonable attorneys' fees and/or costs.

18.9. To the extent permissible under applicable law, neither PARTY shall be responsible for any delay

or failure in performance resulting from acts beyond its reasonable control to the extent that such acts could not have been prevented or avoided by the exercise of reasonable diligence by the affected PARTY, including, without limitation, act of God, act of war or terrorism, riot, epidemic, fire, flood, or act of government.

18.10. No failure or delay on the part of any PARTY in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in writing.

18.11. Notwithstanding any expiration or termination of the CONTRACT, Clauses 5 through 19 (inclusive) of these TERMS shall survive such termination or expiration and remain in full force and effect.

19. Definitions

"**ACCEPTABLE USE POLICY**" means the document ACCEPTABLE USE POLICY FOR WFI INSIGHTS MODULES.

"**AFFILIATE**" means, with respect to a PARTY, an entity under its direct or indirect CONTROL or under common CONTROL; but in any such case, such entity shall be deemed to be an AFFILIATE only so long as such CONTROL exists.

"**AGGREGATE DATA**" means the data and information generated by COMPANY through the aggregation and transformation of certain values calculated from, isolated from, or inferred from CUSTOMER DATA in combination with similar information obtained from other CUSTOMERS and/or with information obtained from publicly available databases. For the avoidance of doubt, AGGREGATE DATA shall not be considered CUSTOMER DATA.

"ANALYSES" means the analyses, investigations, evaluations and measurements of anonymized CUSTOMER DATA and / or other data and information, such as licence information, technical information or such information resulting from the technical, functional framework conditions of the deployment and use of the CLOUD SERVICE by the CUSTOMER, as described in more detail in 4.3 of these TERMS.

"**API**" means application programming interface or such similarly credentialled automated data connection workflow configured by CUSTOMER.

"**API KEY**" means the credentials, generally provided through a digital key, that provides authentication to a SOURCE SYSTEM.

"**APPLICATION CONTENT**" means the visual representations, metrics, and overlays of information derived from CUSTOMER DATA that are made available through the WFI INSIGHTS MODULES, whether such representations are in graphic, written, or any other visual form.

"AUTHORIZED USER" means one EMPLOYEE of the CUSTOMER or its AFFILIATE to whom a password-protected user profile with access authorizations is set up for the purpose of administration of the WFI INSIGHTS MODULES.

"**ATOSS PRODUCTS**" means the entirety of the software programs which COMPANY delivers to the CUSTOMER for the purpose of use within the CLOUD SERVICE - except the WFI INSIGHTS MODULES. The CUSTOMER will not receive the source code.

"**BENCHMARK CONTENT**" means COMPANY'S proprietary benchmark information made available through the WFI INSIGHTS MODULES.

"**CLAIM**" means any claim, suit, or action filed by a THIRD PARTY.

"**CLOUD SERVICE**" means the on-demand solution, including the ATOSS PRODUCTS, that COMPANY provides for use by CUSTOMER.

"**COMPANY**" means the contracting Group company.

"**CONFIDENTIAL INFORMATION**" means any business or technical information of DISCLOSER or its AFFILIATES, whether provided in written, electronic, oral or any other form, that: (i) is clearly marked or identified as "confidential" or "proprietary" at the time of disclosure; (ii) RECIPIENT knows or should reasonably understand is the confidential or proprietary information of

DISCLOSER or its AFFILIATES; or (iii) belongs to one of the following categories: BENCHMARK CONTENT, CUSTOMER DATA, personal data, financial data, CUSTOMER information, technical schematics, technical data, technical algorithms, product pricing, product roadmaps, product DOCUMENTATION, product software in source code, object code, or any other form, information about pending mergers or acquisitions, security procedures, and the TERMS of the CONTRACT.

"**CONTRACT**" means the totality of rights and obligations of the PARTIES arising, as the case may be, from (i) the OFFER, (ii) these SPECIAL GENERAL TERMS AND CONDITIONS FOR WFI INSIGHTS MODULES (iii) the SLA FOR WFI INSIGHTS MODULES, (iv) the DPA, (v) the DPAADDENDUM FOR WFI INSIGHTS MODULES, (vi) the DOCUMENTATION or (vii) other appendices referenced in these TERMS or in the OFFER; The CONTRACT shall be concluded by written order confirmation or countersignature by the COMPANY vis-à-vis the CUSTOMER.

"**CONTROL**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legally recognizable entity, whether through the ownership of more than fifty percent (50%) of the voting shares, by contract, or otherwise.

"**CONSULTANT**" means personnel who perform services on behalf of and at the sole discretion of the COMPANY.

"**CUSTOMER**" means the contracting PARTY of the COMPANY.

"**CUSTOMER DATA**" means the electronic data transferred to the COMPANY by CUSTOMER (or on CUSTOMER'S behalf) for use with the WFI INSIGHTS MODULES, , which may include CUSTOMER DATA and personal data.

"**DATA PROCESSING LAW**" means that legislation protecting the right to privacy of natural persons (including consumers and households) that is applicable to the Processing of personal data under the CONTRACT, but excluding industry specific laws, regulations or security standards.

"**DISCLOSER**" means the PARTY disclosing, or on whose behalf its REPRESENTATIVES are disclosing, CONFIDENTIAL INFORMATION.

"**DOCUMENTATION**" means, collectively, the following documents regarding WFI INSIGHTS MODULES at this time: (i) "Supported Browsers and System Requirements", available at Supported Browsers and System Requirements, (ii) "Product Description" and (iii) other technical documentation regarding WFI INSIGHTS MODULES provided by COMPANY, in each case as amended.

"**DOWNTIME**" means as defined in the SLA FOR WFI INSIGHTS MODULES.

"**DPA**" means the Data Processing Agreement, that the COMPANY as processor and the CUSTOMER as controller conclude pursuant to Article 28 of the GDPR by signing the CONTRACT as an integral part of the CONTRACT with respect to the collection, processing and use of the CUSTOMER´S personal data. The DPA is available on the ATOSS website at https://www.atoss.com/en-gb/dpa. Further information on data storage and data processing of the CLOUD SERVICES can be found on our website at https://www.atoss.com/en/security/data-residency.

"**DPA ADDENDUM FOR WFI INSIGHTS MODULES**" means the addendum to the DPA, that the COMPANY as processor and the CUSTOMER as controller conclude pursuant to Article 28 of the GDPR by signing the CONTRACT as an integral part of the CONTRACT with respect to the collection, processing and use of the CUSTOMER´S personal data. The DPA ADDENDUM FOR WFI INSIGHTS MODULES is available on the COMPANY'S website at https://www.atoss.com/en/data-protection-agreement.

"**EMPLOYEE**" means any non-terminated personnel of CUSTOMER or its AFFILIATE, including without limitation full-time, part-time, casual, fixed-term, commission, trainee and probationary employees and contractors, whether active or inactive, including exempt employees, non-exempt employees and contingent employees (meaning an employee who works on a non-permanent basis including, but not limited to, freelancers, independent professionals, temporary contract workers, independent contractors, or consultants).

"**EMPLOYEE MASTER RECORD-BASED LICENSING MODEL**": Here, licensing takes place on the basis of a fixed number of EMPLOYEE master records. The term "employee master record" means the employee master records of the respective WORKFORCE ANALYTICS MODULE.

“**GDPR**” refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“**INTELLECTUAL PROPERTY RIGHTS**” means all current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and all similar rights.

“**LEGAL NOTICES**” means any notice required by law or by court order affecting either parties’ rights, obligations or duties, in particular notices of termination, dispute, lawsuit, or an indemnifiable claim.

“**LICENSE METRIC**” is based on the EMPLOYEE MASTER RECORD BASED LICENSING MODEL named in the OFFER and the specification of the agreed scope of the licence.

“**OFFER**” means the letter of offer from COMPANY defining the content of the performance by the COMPANY regarding the WFI INSIGHTS MODULES. Insofar as the PARTIES extend the content of the performance as a result of supplementary offers regarding WFI INSIGHTS MODULES, this term “OFFER” shall also refer to the supplementary offer in its most recently amended version.

“**OUTAGE**” means as defined in the SLA FOR WFI INSIGHTS MODULES.

“**PARTY**” means either the CUSTOMER or the COMPANY as the respective contracting party; collectively, both contracting PARTIES are referred to as "PARTIES".

“**PERSONAL DATA**” has the meaning assigned to it in the applicable DPA.

“**RECIPIENT**” means the PARTY receiving, or on whose behalf its REPRESENTATIVES are receiving, CONFIDENTIAL INFORMATION.

“**REPRESENTATIVES**” means, with respect to a PARTY, the directors, officers, EMPLOYEES, subcontractors, and agents (including, without limitation, attorneys, accountants, and auditors) of the PARTY and its AFFILIATES.

“**SLA FOR WFI INSIGHTS MODULES**” means the currently valid version of the document called “APPENDIX SERVICE LEVEL AGREEMENT (SLA) ATOSS Staff Efficiency Suite / ATOSS Startup Edition CLOUD24/7 for WFI INSIGHTS MODULES” between CUSTOMER and COMPANY regarding the WFI INSIGHTS MODULES.

“**SOURCE SYSTEM**” means a THIRD-PARTY system configured by CUSTOMER to transfer data to the COMPANY for use with the WFI INSIGHTS MODULES.

“**SUPPORT HOTLINE**” means customer hotline for WFI INSIGHTS MODULES; it is described in more detail in the SLA.

“**TERMS**” means these Special Terms and Conditions for WFI INSIGHTS MODULES.

“**THIRD PARTY**” means any natural person or legal entity other than the PARTIES and their AFFILIATES, their salaried and freelance EMPLOYEES, temporary workers and external consultants (such as management consultants, auditors and legal advisors) engaged by the PARTIES.

“**USER ID**” means a unique user login identifier for access to the WFI INSIGHTS MODULES.

“**WFI INSIGHTS MODULES**” means the software program WFI Insights Core HR, WFI Insights Time and/or WFI Insights Scheduling ordered by the CUSTOMER. The WFI INSIGHTS MODULES are made available to the CUSTOMER by the COMPANY via the access for the CLOUD SERVICE for use in a non-parameterized state in their standard functions based on its currently valid version of the annex called “Product Description” to the OFFER and are powered by Workforce Analytics Services of COMPANY’S partner Visier Solutions, Inc.

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