ARISTOTLE

SOFTWARE SUPPORT & MAINTENANCE
TERMS & CONDITIONS

Version 2026, March 3

DEFINITIONS

'Agreement' means (i) these Software Support & Maintenance Terms & Conditions, (ii) any exhibits and amendments hereto.

'You' or **'Your'** means the purchaser of the Software Support & Maintenance Services as identified in the Contract.

'Contract' means any agreement between You and ARISTOTLE which entitles You to Support & Maintenance Services.

'ARISTOTLE' means ARISTOTLE Technologies B.V.

'Services' means Support Services and training provided by ARISTOTLE or its subcontractors.

'Software' means all or any portion of the ARISTOTLE binary computer software programs provided on software media in object code form and associated documentation, any updates, additional modules, additional software, or Tasks provided by ARISTOTLE in connection therewith; but does not include any promotional software or other software product provided in the same package, which shall be governed by the online software license agreements included with such promotional software or software product.

'Software as a Service' (SAAS) means the Services offered to you by ARISTOTLE to use the Software while it is installed on a Server Environment which is hosted by or on behalf of ARISTOTLE.

'Support Services' means the particular services offered by ARISTOTLE which are designed to support the Supportable Modules and the standard terms and conditions thereto, in effect on the later of the following: (i) the date fees are received for such services offered by ARISTOTLE which are designed to support the Supportable Modules, or (ii) the first date of the period for which services offered by ARISTOTLE which are designed to support the Supportable Modules are provided.   Different levels of Support Services may be offered.

'Supportable Modules' are those Software modules for which ARISTOTLE offers Support and maintenance services and are comprised of (i) Software excluding any Third Party Software modules; (ii) Tools; and (iii) those Third Party Software modules specifically designated as 'Supportable Modules'.

TERMS AND CONDITIONS

This Agreement specifies Support & Maintenance Services for the Supportable Software Modules as specified in the Contract between ARISTOTLE and You.
This Agreement does not govern services or products provided outside of the support and maintenance services as described herein.

During the Term as defined in the Contract, You will receive the following Support Services subject to Your payment of all fees due hereunder, and to the other terms and conditions as stated herein.

Updates
During the Term, You will be offered all corrections and performance improvements to the Supportable Modules that are designated as service packs or update releases by ARISTOTLE ("Updates"), free of additional charge if ARISTOTLE software and products are offered to you on a subscription basis. You will be notified and offered the opportunity to obtain all Updates as they become available. Updates will be made available to You as presented in the Contract Any Update provided to You hereunder will be deemed to be part of the Software licensed to You under Your Contract. This Agreement will apply to the updated Supportable Modules for the unexpired portion of the Term.

Upgrades
During the Term, You will be offered functional enhancements of the Supportable Modules, designated by ARISTOTLE as minor releases ("Minor Upgrades", that is y in version x.y) and major releases ("Major Upgrades" that is, x in version x.y). You will be notified about all Upgrades as they become available. Minor Upgrades are provided to You free of additional charge while this Agreement is in effect if ARISTOTLE software and products are offered to you on a subscription basis. Major Upgrades may contain substantial performance improvements and/or architectural changes and/or new features and/or functions of Software and Documentation for which ARISTOTLE may charge a separate license fee according to its then current price list less applicable discounts.
Any Upgrade provided to You hereunder will be deemed to be part of the Software licensed to You under Your Contract. This Agreement will apply to the upgraded Supportable Modules for the unexpired portion of the Term.

Customer input
ARISTOTLE uses an Agile development method for development of its software and applications in which ARISTOTLE highly values customer input. In particular for vertical applications, development is mostly

prioritized based on the highest possible expected customer value. Customers input is solicited by ARISTOTLE in various ways.

ARISTOTLE reserves the right to make a selection from proposed enhancements, and the right to time and plan their release.

Technical Support

During the Term, You will have access to technical support services from ARISTOTLE. ARISTOTLE will provide technical support for the most recent release and the last prior release of the ARISTOTLE products. Technical Support for the last prior release may not include Updates or code level fixes.

ARISTOTLE is not obligated to provide technical support for ARISTOTLE products that have been altered other than by ARISTOTLE, and/or for additions to the ARISTOTLE products such as web pages, .css-scripts and alike.

Problems and requests pertaining to the Supportable Modules should be reported using the e-mail support, except for Level One Problems (see below).

Technical support is limited to the services described in this Agreement. Accordingly, technical support does not include such services as development and/or maintenance and/or any adaptation of ARISTOTLE projects and/or additions to ARISTOTLE products such as .css scripts, web pages, etc.

You must order the same level of technical support (to the extent available) for (i) all interdependent software operating on the same equipment and (ii) each copy of Supportable Modules You are licensed to use at an individual location.

E-mail support

During the Term, You will have unlimited access to e-mail support. For each ARISTOTLE product, a specific e-mail address is used that we kindly as you to use to ensure proper handling by the ARISTOTLE Support team.

Level One Telephone Support

In a situation where ARISTOTLE software fails to function at all, or blocks production or production systems, problems may be reported directly by telephone during normal Central European Time business hours at the number specified in the Contract.

This number is for urgent support only and should only be used for serious problems. Response to Level One support calls shall be provided within one working day from the time a Level One call is made. ARISTOTLE will resolve all Level One support calls as expeditiously as possible.

Shipping and Handling Charges

Shipping costs are included in the annual fee. All product shipments will be made by electronic delivery over the Internet.

Fees and Terms of Payment

The annual fee which includes licenses and services provided under this Agreement is set forth in the Contract.

This fee is payable annually, in advance, upon receipt of the invoice from ARISTOTLE and in accordance with the terms of payment described in that invoice. ARISTOTLE may increase the annual fee effective as of the beginning of any renewal year provided ARISTOTLE has given You at least 30 days' advance notice of such increase.

ARISTOTLE reserves the right to charge You a reinstatement fee if You do not continuously maintain in effect maintenance and support services for the Supportable Modules.

Taxes and Duties

The fees paid for this Agreement are exclusive of any taxes or duties.

Renewal and Termination of this Agreement

The term of this Agreement (the "Term") will be specified in the Contract, and will automatically renew for additional one year periods, unless written notice of termination is received no later than 3 months before the date of renewal. No refund will be issued for any unused portion of the annual fee paid under this Agreement.

ARISTOTLE reserves the right to terminate the Term and this Agreement if payment is in default, but only after ARISTOTLE has provided You with notice of such default and a thirty (30) day opportunity to cure the non-payment. If the Agreement is terminated for non-payment, You shall forfeit all rights for technical support and maintenance of the Supportable Modules.

If ARISTOTLE for any reason whatsoever ceases to perform in accordance with this Agreement, ARISTOTLE will use commercially reasonable efforts to transfer the support and maintenance responsibility to a company capable of providing such services.

LIMITED WARRANTY AND REMEDY.

ARISTOTLE warrants that the Services will be performed consistent with generally accepted industry standards, provided that You notify ARISTOTLE within one (1) month of performance of the services that Licensee believes were not consistent with generally accepted industry standards. No specific result from the provision of such Services is assured or guaranteed.

For any breach of the warranties contained in the Agreement, Your exclusive remedy and ARISTOTLE's sole obligation and entire liability shall, at ARISTOTLE's sole option, be limited to (i) the re-performance of the Services which were not as warranted at no additional charge by ARISTOTLE, or (ii) refund of the fees paid to ARISTOTLE for the Services which were not as warranted.

Except as expressly stated in the section entitled 'limited warranty and remedy', there are no warranties, representations, guarantees or conditions of any kind, whether express, statutory or implied, with respect to this agreement, the software, documentation, or any services or software provided by ARISTOTLE including, without limitation, any implied warranties or conditions (i) of merchantability; (ii) of satisfactory or merchantable quality; (iii) of fitness for a particular purpose; (iv) of noninfringement; or (v) arising

from course of performance, course of dealing, or usage of trade, and ARISTOTLE expressly disclaims any such warranties and conditions.

ARISTOTLE does not assume and hereby disclaims any liability to any party for any loss, damage, or any potential business disruption caused by errors, omissions, or inaccuracies in Tasks provided by ARISTOTLE, whether such errors, omissions or inaccuracies result from negligence, accident, or any other cause.

LIMITATION OF LIABILITY.

Notwithstanding anything herein to the contrary, ARISTOTLE or its officers, employees, distributors, suppliers or affiliates shall not be liable for any indirect, incidental, special, consequential damages, (iii) damages resulting from lost data or lost profits, or costs of procuring substitute goods, software or services, however arising, even if it has been advised of the possibility of such damages. ARISTOTLE's liability for damages arising out of, relating to or in any way connected with the relationship of the parties, this agreement, its negotiation or termination, or the provision or non-provision of software, documentation or services (whether in contract, tort, or otherwise) shall in no event exceed the amount paid by you to ARISTOTLE under this agreement, and if such damages result from a software module or services, such liability shall be limited to fees paid for the specific software module(s) or services giving rise to the liability from which the claim arose. The parties agree to the allocation of liability set forth in this section entitled 'limitation of liability'.

General

- You and ARISTOTLE may amend this Agreement only by a signed document that expressly refers to this Agreement.
- Neither party will be in default or responsible for delays or failures in performance resulting from causes beyond that party's reasonable control.
- ARISTOTLE (or its licensor, if applicable) retains sole title to and ownership of all Software, Upgrades and Updates, all related proprietary information furnished to You under this Agreement, and all related copyrights and other intellectual property rights as stated in the Contract and/or in the ARISTOTLE End User License Agreement. ARISTOTLE' distribution of Upgrades and/or Updates to You under this Agreement does not entitle You to use more copies of the Software than the number of copies for which You have valid licenses. Your possession and use of an Upgrade and/or Update is otherwise subject to the terms of the license for the Software to which the Upgrade and/or Update pertains.

Governing law and jurisdiction

This Agreement is governed by the laws of the Netherlands and the European Union, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement constitutes the entire agreement between you

and ARISTOTLE, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. The product name for the Software is a trademark or registered trademark of ARISTOTLE.