

Lime Technologies

General Terms of Service for Lime CRM Subscription

Previous versions are available at: <https://www.lime-technologies.com/de/rechtliches/allgemeine-geschaeftsbedingungen/>

These General Terms of Service ("Service Terms") together with any applicable, Order Form, addenda, appendices or terms incorporated by reference herein shall form an integral part of the "Agreement" between Lime and Customer and govern the Customer's purchase and use of the Services, as defined below. Capitalized terms have the definitions set forth herein. By executing an Order Form referencing these Service Terms, clicking a box indicating acceptance, or using any of the Services, the Customer agrees to be bound by the terms of the Agreement, which becomes effective at that time (regardless of whether the Services are provided free of charge or for a fee). Customer and Lime may be referred to individually as "party" and collectively as "parties". If the individual accepting the Agreement is doing so on behalf of a company or other legal entity, such individual represents that they have the authority to bind that entity to the Agreement.

1 Definitions

- 1.1 **"Account"** means an account created for Customer and its Users for the purpose of providing access to the Services.
- 1.2 **"Additional Services"** as defined in section 2.2.
- 1.3 **"Administrator"** means a User designated and authorized by the Customer to manage and oversee the day-to-day administration of the Services.
- 1.4 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. As used herein "control" means the legal or equitable ownership of at least a majority of the voting equity interests in such entity.
- 1.5 **"Beta Services"** means Lime services or functionality that may be made available to Customer to try which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.
- 1.6 **"Customer"** means the entity specified in an Order Form as being the contracting party to this Agreement.
- 1.7 **"Customer Data"** means all Customer's data transmitted to, stored in or made available by or for the Customer and its Users in connection with use of the Services.
- 1.8 **"Customizations"** means any modifications, configurations, enhancements, Integrations, or additions to the Services that are developed or implemented specifically for Customer, at Customer's request, and that deviate from or extend the standard,

generally available version of the Services, whether performed by Lime, Customer, or a third party.

- 1.9 **"Documentation"** means the materials describing the features and functions of the Services as may be updated from time to time by Lime and made available on Lime Customer Portal at <https://customer.lime-technologies.com/en/>.
- 1.10 **"Initial Term"** means twenty-four (24) months from Start Date, unless otherwise agreed in the Order Form.
- 1.11 **"Integration"** means any connection or interoperability between the Service and Third Party Software, including through APIs, connectors, plug-ins, or other technical means, that enables data exchange, automation, or extended functionality.
- 1.12 **"Intellectual Property"** means all intellectual property rights worldwide whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, designs and product designs, source code, databases, business plans, know-how, trade secrets and all other proprietary rights.
- 1.13 **"Lime"** means the Lime Technologies entity specified in the Order Form as the contracting party that will provide the Services to Customer.
- 1.14 **"Maintenance Services"** means the support, updates, patches, and new versions of the Software (excluding new modules or add-ons priced separately) provided by Lime during the applicable Subscription Term.
- 1.15 **"Malware"** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code or application software macros.
- 1.16 **"Order Form"** means a mutually agreed ordering confirmation, document or email specifying the Services to be provided hereunder that is entered into between Lime and the Customer or any of their Affiliates, including any addendums thereto.
- 1.17 **"Professional Services"** means the implementation services and other work performed, including provision of Deliverables, by Lime or its Affiliates under a Statement of Work or an Order Form, governed by the Professional Services Addendum, as further described in section 2.8.
- 1.18 **"Renewal Term"** as defined in 11.2.
- 1.19 **"SaaS"** means Software as a Service.
- 1.20 **"Services"** means the subscription of Lime CRM solution that is ordered by Customer and made available by Lime, either as a SaaS with access to the Lime hosted software platform or locally hosted Software, including the features, functionalities, and related services (Professional Services excluded) specified in the applicable Order Form.

- 1.21 **"Software"** means the Lime CRM software application and Additional Services licensed by Customer for installation, hosting and use on Customer's own infrastructure on-premises, as specified in the applicable Order Form, including related Documentation and any updates and patches provided as part of Maintenance Services.
- 1.22 **"Start Date"** refers to start of subscription, as set forth in an Order Form or otherwise agreed.
- 1.23 **"Subscription Fee"** means the fees charged by Lime as identified in an Order Form, pricelist or an invoice issued by Lime for the Services.
- 1.24 **"Subscription Term"** means the duration of Initial Term and/or Renewal Terms.
- 1.25 **"Third Party Software"** means third party technology such as applications, software, websites, services or other solutions not provided by Lime or embedded in the Services.
- 1.26 **"User"** means any employee or contractor of the Customer or Affiliate authorized by the Customer to access and use the Services, as described herein.

2 Service Subscription

- 2.1 **Subscriptions and License Grant.** Subject to Customer's compliance with the terms of this Agreement, Lime grants Customer and its Affiliates identified in an applicable Order Form a limited, revocable, worldwide, non-exclusive and non-transferable right to access and use the Services and Documentation for solely Customer's (and Affiliates' if applicable) internal business purposes during the Subscription Term. The scope of use (including, for example, number of Users or volume) shall be as set out in the applicable Order Form. For on-premises Software, the license includes the right to install the Software on Customer's designated infrastructure and to make a reasonable number of copies solely for backup, testing, training, disaster recovery, and archival purposes. Lime will provide Customer's selected Lime Administrator with a primary administrator Account for managing, activating, inactivating and granting access to other Users. Customer acknowledges and agrees that Lime utilizes third-party service providers to host and provide any SaaS-based Services and store Customer Data. Lime shall deliver the Software for Customer and applicable license keys, if relevant, as agreed in an Order Form or SOW.
- 2.2 **Additional Services.** The Customer may expand the scope of the Services at any time during the Subscription Term by ordering additional services, such as increased volumes, added functionality, new features or applications, or additional User accounts (collectively referred to as "Additional Services"). Additional Services may be ordered by an Administrator or any other individual authorized by the Customer. Such orders shall be specified in an Order Form, which will become part of this Agreement and be co-termined proportionally with the underlying Subscription Term, unless otherwise agreed in the Order Form. The Customer accepts Additional Services either by (i) signing the relevant Order Form, or (ii) accepting an order confirmation from Lime. Unless otherwise

agreed, any Additional Services purchased will terminate concurrently with the underlying subscriptions.

- 2.3 **Support and Availability.** During the Subscription Term, Customer is entitled to standard support for the use of the Services, excluding any Customizations. Support for Customizations, if any, shall be provided as Professional Services. Details regarding support services, maintenance procedures, and Service availability are outlined in Lime's "Support Plan & Service Level" document, available at: <https://www.lime-technologies.com/en/legal/terms-conditions/supportplan-sla/>. Lime may update the Support Plan & Service Level document from time to time. Lime shall provide reasonable prior notice of any material changes. Such updates shall not materially reduce the overall level of support or service availability during an ongoing Subscription Term. Subject to the foregoing, updated terms shall apply from the effective date specified in the notice, unless otherwise agreed. Customer acknowledges and agrees that availability, uptime, and performance of the Software are solely the responsibility of Customer as the operator of the on-premises installation. The service levels and availability commitments set forth in Lime's Support Plan & Service Level document do not apply to the on-premises Software. Customer is responsible for ensuring appropriate backup, monitoring, and disaster recovery procedures for its installation.
- 2.4 **Installation and Maintenance Services for the Software.** During the Subscription Term, Customer is entitled to access updates, patches, bug fixes, and new versions of the Software released by Lime. Lime shall provide reasonable documentation for material updates. Installation and deployment of such updates shall be carried out in accordance with the responsibilities set out in the applicable Order Form and the Professional Services Addendum ("PSA"). To the extent Lime is responsible for installation under the Order Form or PSA, Lime shall perform such installation within Customer's environment. Any installation services not covered by the Order Form or PSA may be provided as Professional Services subject to a change order.
- 2.5 **Subcontractors.** Lime may engage subcontractors to perform its obligations under this Agreement; provided that Lime shall remain fully responsible for the performance of the Services and for compliance with the terms of this Agreement. Lime shall ensure that any subcontractor engaged is bound by written obligations of confidentiality and data protection no less protective than those set forth herein. For the avoidance of doubt, subcontractors engaged by Lime to provide or support the Services shall not be considered "Third Party Software" under this Agreement.
- 2.6 **Modifications and Updates.** Lime may from time to time undertake improvements, additions, or changes to, remove functionality from, or correct issues or defects in the Services, the Software, related Documentation, and the Support Plan & Service Level document.
- 2.6.1 **Modifications to Services (for SaaS).** Lime reserves the right to, at its own discretion, undertake improvements, additions and changes, remove functionality, or fix issues or defects in the Services or particular components of

it (including the Documentation) and the Support Plan & Service Level document (described in 2.3 above) from time to time provided that such modifications do not materially degrade any functionality or features of the Services (SaaS) or the level of security. If modifications disable or remove features that constitute a significant part of the Services, assessed by reference to the functionality expressly ordered by Customer or which Customer has demonstrably used as a core function, Customer's sole and exclusive remedy shall be to terminate the Agreement with immediate effect and receive a proportionate reimbursement.

- 2.6.2 **Software Updates.** Lime may release updates, patches, or new versions of the Software from time to time. Such releases will be made available to Customer during any active Subscription Term. Customer is responsible for evaluating and installing updates in its own environment. Lime shall provide reasonable prior notice and release notes for material updates that may affect functionality or require changes to Customer's environment. Lime shall use commercially reasonable efforts to maintain backward compatibility, but does not guarantee that all Customizations or Integrations will function with new versions without modification. Lime will provide support only for the latest released version of the Software. If an update removes or disables features that constitute a significant part of the Software, Customer may elect not to install such update and continue using the prior version, subject to Lime's standard support limitations for prior versions as set forth in the Support Plan.
- 2.7 **Beta Services.** Lime may offer optional Beta Services and Customer may choose to try such Beta Services or not in its sole discretion. Lime may terminate, or the Customer may discontinue, use of a Beta Services at any time. Beta Services may be inoperable, incomplete, or include features that may never be released. Notwithstanding any other provision, Lime offers no warranty, indemnity, or support for Beta Services. Information shared with the Customer regarding a private Beta Services constitutes Lime's Confidential Information. Certain Beta Services may include supplemental terms that apply in addition to these Service Terms. If there is a conflict, the supplemental terms govern for that Beta Services.
- 2.8 **Professional Services.** Any professional services that Lime performs for Customer, including installation, configuration and implementation services, shall be provided solely in accordance with the terms and conditions set forth in the Professional Services Addendum ("PSA"), available at: <https://www.lime-technologies.com/de/rechtliches/allgemeine-geschaeftsbedingungen/professional-services-en/>, which is automatically incorporated into this Agreement by reference. The scope, fees, and other details of such professional services shall be described in one or more statements of work ("SOW") executed by the parties.

3 Access and use of the Service

- 3.1 **Users.** Customer may permit Users to use the Services on behalf of and for the internal business purpose of Customer or Affiliate, according to the scope set out in an Order Form, and in accordance with the terms and conditions of this Agreement. Each account is assigned to a single, named User and may not be shared with others. Customer may reassign and transfer an account from one User to another individual. The Customer is responsible for creating, managing, and maintaining User accounts. Additional User accounts may be obtained and ordered from Lime at any time, either on predetermined, written pricing terms set forth in the Agreement or otherwise according to the current price list. Lime reserves the right to audit and verify the number of active User accounts as set forth in 3.3. For a reduction in the number of Users, see section 11.3 (Degradation of Service) below.
- 3.2 **Account Use.** Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames and email addresses. Customer is also fully responsible for its Users usage of the Service and compliance with the Agreement. For on-premises Service, Customer is solely responsible for maintaining the security of its installation, including without limitation access controls, authentication mechanisms, network security, User credentials, and physical security of the servers on which the Software is installed. If Customer becomes aware of: (i) any violation of the terms of this Agreement by a User or unauthorized access to an Account; (ii) any compromise to the Software installation; or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access and immediately notify Lime. If Customer becomes aware that any Customer Data violates the terms of this Agreement, Customer must promptly remove such Customer Data.
- 3.3 **Usage Limitations and Audit.** Customer shall monitor its usage against the limits set out in the applicable Order Form or otherwise agreed in writing. Any usage exceeding the agreed limits shall be charged at Lime's then-current rates, or as otherwise set out in the Agreement, calculated retroactively from the first date the limits were exceeded. Lime reserves the right to continuously monitor the number of Users and volume for the purpose of verifying compliance with the agreed limits. If Lime reasonably believes that Customer materially exceeds the agreed limits, Lime may, upon prior written notice, review relevant environments or conduct an audit of Customer's licensed installations to verify compliance solely for that purpose. Any verified excess usage shall be invoiced accordingly. If excess usage occurs, Customer shall within a reasonable time either reduce its usage to the agreed limits or elect to maintain the increased volume, in which case the parties shall execute a mutually agreed change order reflecting the revised usage and applicable fees. Use of AI functionalities included in the Services is subject to fair usage. Customer is expected to use such functionalities in a reasonable and proportionate manner consistent with their intended purpose. If usage significantly exceeds normal use and materially impacts the performance, availability, or cost of the

Services, Lime may, upon prior notice where practicable, implement reasonable usage limitations.

3.4 **Usage Restrictions.** Customer shall not, and shall ensure its Users do not (i) resell, sublicense, or make the Services available to anyone other than authorized Users, except as expressly permitted in an Order Form; (ii) modify, disassemble, reverse engineer, or translate any part of the Service; (iii) use the Service in violation of law or third-party rights, or in any way that could harm any person, property, or Lime's systems; (iv) perform vulnerability or penetration testing without Lime's prior written consent; (v) introduce Malware or otherwise harm the Service; (vi) circumvent technical limitations; (vii) use the Service to develop or offer a competing product; (viii) send unsolicited or unauthorized communications that could cause Lime's IP addresses to be blacklisted.

3.5 **Breach and Remedies.** Any violation of section 3.4 by Customer or its Users is a material breach of this Agreement.

3.5.1 For Service provided as SaaS, such violation may result in suspension or termination of the Services. If Lime reasonably determines that a breach or other risk threatens the security, integrity, or availability of the Services or other customers, or is required by law or order, Lime may suspend access immediately. Lime will use reasonable efforts to notify Customer and allow it to remedy the issue where practicable and will provide notice of any suspension as soon as reasonably possible. Customer will remain liable for all Fees during such suspension.

3.5.2 For Service provided on-premises, where violation to 3.4 Lime may (i) terminate Maintenance Services immediately upon written notice; (ii) revoke license keys and require Customer to cease use of the Software; and/or (iii) terminate this Agreement in accordance with Section 11.4.

4 Pricing and terms of payment

4.1 **Fees.** Except as otherwise stated in the applicable Order Form, Lime shall invoice Customer applicable Subscription Fee annually in advance. If no price for a Service is specified in the Order Form the applicable fees shall be those set forth in Lime's then-current price list. Payment shall be made to Lime within thirty (30) days as from the date of invoice, unless otherwise agreed in the Order Form. If Customer requires purchase order details on invoices, it must provide them to Lime at finance@lime.tech by (i) the Start Date for the first payment and (ii) at least 10 days prior to the agreed payment term for the subsequent invoices. Delays do not affect payment deadlines, and purchase order terms shall not apply. Customer is aware that payment obligations are non-cancellable and Subscription Fees paid are non-refundable (except where otherwise expressly agreed in writing or in the event of Lime's material breach of the Agreement). Quantities purchased and specified in an Order Form cannot be decreased during the relevant Subscription Term, unless agreed in writing. For Services that are subject to

fees based on consumption/usage and/or that includes consumption/usage limitations, any overage will be invoiced separately in arrears, based on the then current pricelist or price agreed in an Order Form. Customer is responsible for providing complete and accurate billing and contact information to Lime and notifying Lime of any changes to such information.

- 4.2 **Overdue and Disputed Fees.** Lime reserves the right to charge late interest on any overdue amount at the lesser of (i) 1.5% per month of the outstanding balance, or (ii) the maximum rate permitted by applicable law. If any undisputed amount remains unpaid more than 30 days after its due date and Lime has provided at least one reminder, Lime may charge Customer for reasonable administration and collection costs, including reasonable attorneys' fees, and suspend the Services (SaaS) until all overdue amounts are paid in full, without prejudice to its other rights and remedies. For on-premises Service, Lime may instead suspend Maintenance Services (including support and delivery of updates). Lime shall not be liable for any losses or damages arising from such suspension. In the event Customer has a bona fide dispute of an invoice, Customer must notify Lime within thirty (30) days of receipt of the applicable invoice by emailing finance@lime.tech. Customer may set off only with claims that are undisputed by Lime or finally adjudicated (*rechtskräftig festgestellt*). Any other set-off is excluded unless expressly agreed...
- 4.3 **Indexation.** Lime reserves the right to increase the Subscription Fee by four (4) percent annually. Such increase shall be applied once per twelve (12) month period from the Start Date (excluding the first twelve (12) months). Lime continuously develops the Services to enhance functionality and may, as a result, adjust its prices beyond the annual increase. In the event of such additional price adjustment, Lime shall provide the Customer with at least ninety (90) days' prior written notice, and the revised fees shall apply from the subsequent Renewal Term, unless otherwise agreed or if the Customer terminates the Agreement in accordance with section 11.2.
- 4.4 **Taxes.** The Subscription Fee excludes all levies, duties, excise, sales, use, value-added, and other taxes, tariffs, or governmental charges that may apply to the Service (collectively, "Taxes"). The Customer is responsible for all Taxes arising from or relating to its purchases under this Agreement. If Lime is required by law to pay or collect any Taxes for which the Customer is responsible, the Customer shall promptly reimburse Lime for such amounts, unless the Customer provides Lime with a valid tax exemption certificate issued by the relevant taxing authority. For the avoidance of doubt, Lime is solely responsible for taxes imposed on it based on its income, property, or employees.

5 Intellectual Property Rights and License

- 5.1 **Ownership of Services.** Lime, its Affiliates and licensors retain all right, title and interest in all Intellectual Property Rights and technology related to Lime's proprietary products including without limitation the Service and Documentation. Customer and its Users shall preserve and keep intact all Lime copyright, patent and/or trademark notices

presented in connection with the Service. Customer shall not assert any implied rights in or to any of Lime's and/or its licensors' Intellectual Property Rights. Nothing in the Agreement or otherwise between the Parties shall be construed as transferring or assigning the title or ownership of any Intellectual Property Rights in the Service from Lime to the Customer.

- 5.2 **Customer Data.** As between Lime and the Customer, the Customer is the sole owner of and control all right, title, and interest in and to any Customer Data that the Customer or any of the Customer's Users upload, post, transmit, or otherwise make available to Lime in connection with the Service. For Service provided on-premises, Customer Data resides on Customer's own systems and infrastructure. Customer is solely responsible for backup, export, retention, and portability of all Customer Data. For Service provided as a SaaS, Customer may, at all time during the Subscription Term, import, export, download and delete all or part of Customer Data from the Service. Lime shall ensure that Customer has the right to access, retrieve, and use Customer Data generated through the Services, in a structured, commonly used, and machine-readable format, in compliance with the EU Data Act (Regulation (EU) 2023/2854). Details regarding Customer Data access, portability, and sharing rights are made available and regularly updated on Lime's website at <https://www.lime-technologies.com/en/legal/data-portability/>. Lime shall, upon Customer's request, enable the transmission of Customer Data to the Customer or to a third party designated by the Customer without undue delay, discrimination, or additional cost, except where necessary to cover reasonable costs of transfer, as further described below in section 11.6 (Exit and Effect of Termination). During Subscription Term of any Services provided as a SaaS, Customer grants Lime and its subcontractors a limited, worldwide, non-exclusive, sublicensable, no-charge, royalty-free, revocable copyright license to use, process, access, modify, reproduce, display, copy and store Customer Data for the purpose of providing the Service, support and meet Lime's obligations under this Agreement. By uploading Customer Data to the Service provided as a SaaS, the Customer warrants that the Customer is the owner of the Customer Data or have permission from the rightful owner to upload and distribute Customer Data. Lime will not supervise whether Customer Data is lawfully provided and/or distributed.
- 5.3 **Usage Data.** Notwithstanding anything to the contrary contained herein, Lime and/or its licensors reserves the right to compile, collect, copy, modify, publish and use anonymous and aggregate data generated from Customer's use of the Service for analytical and other business purposes and shall own all right, title and interest therein. For Service provided on-premises, Customer may opt-out from Lime's collection of usage data through self-service in the Service.
- 5.4 **Feedback.** Customer and Authorized Users may provide suggestions, ideas, enhancement requests or other information on their use of the Service ("Feedback"). Customer hereby grants Lime a perpetual, irrevocable fully-paid-up, royalty-free, worldwide right and license to use the Feedback.

- 5.5 **Publicity.** Neither Party may issue press releases, announcements, or publications, or otherwise use the other Party's trademarks, without prior written approval. Notwithstanding the foregoing, during the term of this Agreement, Customer grants Lime the right to use Customer's name and logo to identify Customer as a customer on Lime's website and in Lime's marketing materials.
- 5.6 **Third Party Software and Integrations.** Customer may use the Service with Third Party Software at its own risk. Lime does not control, and is not responsible for, any Third Party Software, and Customer is solely responsible for obtaining and maintaining any required licenses. If an Integration or other Customization is included in an Order Form or otherwise provided, Lime grants Customer a limited, non-exclusive, revocable, non-transferable license to use it during the Subscription Term, and Customer remains responsible for any required third-party subscriptions and related costs. Lime shall not be liable for (i) changes to or discontinuation of third-party APIs or services in respect of Customizations, (ii) issues caused by Customer's changes to Integration code, or (iii) Customer Data shared with third parties through an Integration. Customer represents and warrants that it has all necessary rights to use any Third Party Software and shall hold Lime harmless as set out in Section 9.3.
- 5.7 **Technical Prerequisites.** The Customer shall ensure access to all software, equipment, and communication services necessary for the use of the Services, including but not limited to web browsers, PDF readers, toolbars, antivirus software, and firewalls. The applicable technical requirements are specified in the Documentation or provided by Lime upon request. The Customer is solely responsible for the correct installation and configuration of any required third-party software, as well as for permitting network traffic from the web addresses designated by Lime.

6 Privacy and Security

- 6.1 **Privacy and Data Protection.** Services (including support) and Professional Services are provided subject to Lime's Privacy Policy at <https://www.lime-technologies.com/en/legal/privacy-policy/> updated from time to time, and is hereby incorporated into and made a part of this Agreement by this reference. Access to Lime's Services is contingent upon the User's acknowledgment and acceptance of Lime's Privacy Policy. Lime may also contact the Users for provision of information relevant to the Services, including targeted product news and information about relevant functions. To the extent that Lime processes any Personal data on behalf of Customer under applicable data protection legislation, including the EU General Data Protection Regulation 2016/679 ("GDPR") the terms of the Data Processing Addendum at <https://www.lime-technologies.com/wp-content/uploads/2025/03/Lime-Sweden-DPA-eng.pdf> ("DPA") applies and are incorporated to the Agreement by reference.
- 6.2 **Security.** Lime shall provide the Service as a SaaS with high appropriate administrative, technical, and physical safeguards with an appropriate level of measures, as further described on Lime's Trust Center at <https://trust.lime-technologies.com/>, as updated

from time to time. Such safeguards shall be consistent with industry standards and applicable requirements under the implementation of NIS2 Directive (EU 2022/2555) in local law set forth under 0. Lime shall maintain a systematic information security program, promptly notify the Customer of any security incident that may affect the Service, and provide information reasonably required for regulatory compliance, including under the GDPR where applicable. For Service provided on-premises, Customer is solely responsible for implementing and maintaining appropriate administrative, technical, and physical safeguards for its installation of the Software, including without limitation network security, access controls, encryption, vulnerability management, and compliance with applicable laws and regulations, including national implementations of the NIS2 Directive (EU 2022/2555) to the extent applicable to Customer's operations. Lime shall provide the Software developed in accordance with industry-standard secure development practices. Lime shall promptly notify Customer of known security vulnerabilities in the Software and provide patches or workarounds as part of Maintenance Services.

7 Confidentiality

- 7.1 **Definition of Confidential Information.** "Confidential Information" means any non-public information disclosed by one Party ("Discloser") to the other ("Recipient") that is identified as, or would reasonably be understood to be, confidential or proprietary. This includes, without limitation: (a) the Services, including related software and non-public Documentation; (b) the terms and conditions of this Agreement, including pricing; (c) Customer Data; (d) product roadmaps, technical and architectural information, business plans, processes, and security reviews; (e) the Disclosing Party's customers and potential customers; and (f) confidential information of third parties (e.g., licensors or customers). Confidential Information does not include information that: (i) is or becomes public through no fault of the Recipient; (ii) was lawfully known to the Recipient without confidentiality obligations at the time of disclosure; (iii) is disclosed by a third party with the right to do so; or (iv) is independently developed by the Recipient without use of the Discloser's Confidential Information.
- 7.2 **Obligations.** Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, including provision of support, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.
- 7.3 **Required Disclosure.** If the Recipient is required by law, subpoena, or similar legal process ("Legal Requirement") to disclose any Confidential Information, it must—if legally allowed—promptly notify the Discloser to allow them to seek a protective order

or waive this Agreement's requirements. If such protection is not obtained and disclosure is legally required, or if waived in writing by the Discloser, the Recipient may disclose only the portion of Confidential Information necessary to comply with the Legal Requirement without liability.

- 7.4 **Return or Destruction of Confidential Information.** Return of Confidential Information Upon written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information provided to it and any copies thereof or destroy them and provide proof of destruction upon written request. This shall not apply to; (i) copies of Confidential Information stored automatically on backup systems as part of routine data backups; (ii) insofar as the Parties are obliged to retain Confidential Information by applicable law; or (iii) copies of Confidential Information reasonably necessary to defend or substantiate possible claims of third parties and/or the Parties against each other, or to comply with internal governance, audit, or legal requirements. Obligations regarding Confidential Information remain in effect for five (5) years after termination, or for as long as the information qualifies as a trade secret under applicable law.
- 7.5 **Customer Environment Access.** Customer may grant Lime and its Affiliates access to Customer's systems, environments, networks, applications, data, credentials, or other resources as necessary to provide the Services, including support and Professional Services, and any information accessed through such access is Customer Confidential Information subject solely to this Agreement. This Agreement is the exclusive agreement governing confidentiality, data protection, security, and Customer environment access, and Customer may not require Lime, its Affiliates or individual employees to enter into any additional non-disclosure agreements or to comply with any customer-specific policies, terms, or conditions (including security, procurement portal, vendor, or click-through policies), whether by hyperlink or otherwise, unless expressly agreed in writing by Lime and incorporated into this Agreement.

8 Warranties

- 8.1 **Mutual Warranties.** Each party represents that it (i) has validly entered into this Agreement and has the legal power to do so; (ii) will comply with all applicable laws with respect to its performance under this Agreement; and (iii) will implement, maintain, and regularly review and update reasonably necessary procedures for safeguarding its systems against viruses, malware, and other harmful or malicious code.
- 8.2 **Lime Warranties.** Lime warrants throughout the Subscription Term that: (i) this Agreement, the Order Form(s) and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (ii) Lime will not materially decrease the overall security of the Services, and (iii) the Services will perform materially in accordance with the applicable Documentation. In the event of any breach of the above warranties, Lime shall use commercially reasonable efforts to promptly remedy

such breach, which may include modifying the Services or providing a workaround solution. If neither option is achievable within the above time Customer's exclusive remedies are those described in section 11.4 (Termination) and section 11.5 (Refund or Payment upon Termination) below.

- 8.3 **General Disclaimer.** Other than the specific warranties stated in this Agreement (including Order Forms), Lime provides no other warranties or guarantees, whether express, implied, statutory or otherwise, in relation to the Services. Any implied warranties, including those of merchantability or fitness for a particular purpose, are excluded to the fullest extent permitted by applicable law. The Services and support are provided "as is" and "as available", and Lime does not warrant that the Services (including support) will be uninterrupted, error-free, or always accurate, or that they will meet the Customer's specific needs, nor that any specific functionality will remain available. Customer shall not make any representations or warranties regarding the Services on behalf of Lime. Lime shall not be liable for delays, failures, or losses resulting from data transmissions over networks outside its control, including the internet, or from dependencies on third-party systems or services not provided by Lime. Lime is not responsible for the content or availability of any third-party websites or materials referenced in or accessed through the Services. Lime does not warrant or guarantee the accuracy, completeness, or reliability of any data obtained from public sources or third-party registers and shall not be liable for any errors or omissions in such data.
- 8.4 **Disclaimer for Service provided on-premises.** Lime's warranties do not cover issues arising from: (i) Customer's infrastructure, hardware, operating systems, or network environment; (ii) modifications to the Software made by anyone other than Lime; (iii) use of the Software other than in accordance with the Documentation; (iv) Third Party Software or Integrations; or (v) Customer's failure to install updates or patches provided by Lime.
- 8.5 **Disclaimer for Customizations.** Any Customization is not part of the standard, generally available Service and is, as described in section 2.3, excluded from the Support Plan & Service Levels. Terms regarding scope, delivery, acceptance, support or maintenance, fees and intellectual property in relation to any Customization are governed exclusively by the Professional Services Addendum and the applicable SOW.
- 8.6 **Disclaimer of AI Functions.** The Service may include access to artificial intelligence ("AI") functionalities provided by Lime. Such AI functionalities are intended solely as a supplementary tool. The Customer acknowledges and agrees that outputs generated by AI are automatically produced, may be incomplete or inaccurate, and are not a substitute for professional judgment, advice, or independent verification. The Customer remains fully responsible for its use of any AI-generated content, including any modifications thereto and any use in connection with Third Party Software. Lime makes no warranties, express or implied, with respect to AI-generated outputs and disclaims any liability for errors, omissions, modifications, integrations with Third Party Software or consequences arising from their use.

9 Indemnification

- 9.1 **Lime's Indemnification.** Lime shall, at its expense, defend and indemnify Customer against any third-party claim alleging that the Service infringes such party's intellectual property rights, and pay all damages, costs, and reasonable attorneys' fees awarded by a court or agreed in a settlement approved by Lime. This applies only if Customer: (i) notifies Lime in writing within 30 calendar days of the claim; (ii) grants Lime sole control of the defence and settlement (no settlements causing liability or admission by Customer without consent); and (iii) provides reasonable cooperation. Lime is not liable for claims arising from: (a) use with third-party materials not provided by Lime; (b) Customer Data; or (c) Customer's breach of this Agreement.
- 9.2 **Remedies.** If the Service is found or believed to infringe a third party's rights, Lime may, at its expense: (i) replace or modify the Service to be non-infringing; (ii) obtain a license for continued use; or (iii) terminate the Agreement and refund prepaid fees for unused Services. These are Customer's sole remedies for infringement claims.
- 9.3 **Customer's Indemnification.** Customer shall, at its expense, defend and indemnify Lime and its Affiliates against any and all third-party claims, demands and actions (including reasonable attorneys' fees) arising out of or relating to: (a) any allegation that Customer Data violates, misappropriates, or infringes any intellectual property or other proprietary right of a third party; or (b) Customer's access to or use of any Third Party Software or Integration, including any claim arising from Customer's failure to obtain or maintain required licenses, subscriptions, or rights, or from Customer's breach of section 5.6 (Third Party Software and Integrations), including any representation or warranty therein. Lime must: (i) notify Customer within 30 calendar days; (ii) grant Customer sole control of the defence (no settlements causing Lime liability without consent); and (iii) provide reasonable cooperation.
- 9.4 **Mitigation and Participation.** The indemnified party must use commercially reasonable efforts to mitigate related costs and may participate in the defence at its own expense.

10 Limitation of liability

10.1 Limitation of Liability.

Except for obligations under section 9 (Indemnification), either party shall be liable under the terms of this Agreement only in accordance with following provisions:

(i) Each party shall be liable without limitation for damages caused by itself, its legal representatives or senior executives through wilful misconduct or gross negligence, as well as for damages caused by other vicarious agents through wilful misconduct; each party shall be liable for gross negligence on the part of other vicarious agents in accordance with the provisions for simple negligence set out in clause iv. below.

(ii) Each party shall be liable without limitation for damages resulting from injury to life, limb or health caused by the wilful misconduct or negligence of itself, its legal representatives or vicarious agents.

(iii) Lime shall be liable in cases of product liability in accordance with the Product Liability Act.

(iv) Each party shall be liable for damages caused by a breach of its essential obligations by itself, its legal representatives or vicarious agents. Essential obligations are those fundamental obligations which constitute the essence of the contract and which were decisive for the conclusion and performance of the contract (*Kardinalspflichten*). If a party breaches its essential obligations through simple negligence, its liability shall be limited to the amount that was foreseeable for each party at the time of performance of the respective service. This amount shall be limited to the maximum of the total fees paid or payable under the applicable Order Form by the Customer in the twelve months prior to the incident. It shall exclude any liability for any indirect, incidental, consequential, special, punitive, or business interruption damages (including costs from a third party performing the other party's obligations, or loss of use, profits, revenue, or goodwill).

Any further liability on the part of the parties is excluded.

- 10.2 **Claims.** To retain the right to seek compensation, a party must notify the other party of any claim within three (3) months of becoming aware, or when it reasonably should have become aware, of the circumstances giving rise to the claim, and no later than six (6) months from the date of the underlying incident.
- 10.3 **Liability for Third Party Software.** If Third Party Software is used with the Service (via integration or otherwise), the terms of that Third Party Software apply exclusively. Lime is not responsible for damages, malfunctions, or issues from using Third Party Software and Lime disclaims liability for its performance, content, or conduct, as well as for any user dealings with third-party providers.

11 Term and termination

- 11.1 **Term of Agreement.** This Agreement commences on the date Customer first accepts it, generally on the date Customer signs the first Order Form, and continues until all subscriptions hereunder have expired or have been terminated.
- 11.2 **Term of Subscriptions and Renewal.** The term of each subscription is specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions and any applicable licences will automatically renew for subsequent renewal terms of 12 months each ("Renewal Term") unless terminated by either Party by providing the other Party a written notice of termination not later than sixty (60) days prior to the end of the relevant Subscription Term. For each automatic Renewal Term, the scope of the Service – including applicable usage and volume levels (such as the number of Users) – shall be the same as the scope in effect at the end of the immediately preceding Subscription Term, including any additional Services, volumes or Users purchased by Customer during that term. The total quantity of Services and Users in effect at renewal shall serve as the binding baseline for the applicable Renewal Term.
- 11.3 **Degradation of Service.** Customer may not reduce the scope of the Service (including number of users or features) during a Subscription Term. Any reduction intended for a subsequent Renewal Term must be notified to Lime in writing at least sixty (60) days prior to the end of the then-current term, and is subject to mutual agreement on the revised scope prior to renewal. Any such reduction or change in subscription duration may result in adjusted pricing, reflecting that the original pricing was based on the

agreed scope, volume, and term. If the parties do not reach agreement on the revised scope before the end of the then-current term, the Agreement shall terminate upon expiry of that term unless otherwise agreed in writing. Absent such notice, the existing scope shall automatically renew for the applicable Renewal Term.

- 11.4 **Termination.** Either Party may terminate this Agreement and any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party's financial circumstances deteriorate materially or threaten to deteriorate materially, jeopardising the fulfilment of a contractual obligation; or (iii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, corporate restructuring, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding the foregoing, either Party may also terminate this Agreement where a SOW governing the implementation of the entire Services is terminated in accordance with the applicable Professional Services Addendum. If Customer terminates this Agreement for convenience prior to the expiration of the Subscription Term, Customer shall provide Lime with at least sixty (60) days' prior written notice, and shall remain fully liable for, and promptly pay, all fees due and payable for the remainder of the then-current Subscription Term, in accordance with section 11.5, without any right of set-off, counterclaim, deduction, or refund.
- 11.5 **Refund or Payment upon Termination.** If the Agreement is terminated by Customer pursuant to section 11.4 (i) and (ii), Lime shall refund any prepaid fees covering the remainder of the term of all applicable Order Forms from the effective date of termination. Conversely, if the Agreement is terminated by Lime pursuant to section 11.4 (including termination for convenience) Customer shall remain liable for, and upon termination shall pay in full, any unpaid fees, including agreed Professional Services fees, covering the remainder of the Subscription Term of all applicable Order Forms, to the extent permitted under applicable law. In all cases, termination shall not relieve Customer of its obligation to pay any fees accrued and payable for the period prior to the effective date of termination.
- 11.6 **Exit and Effect of Termination for Service as a SaaS.** Upon expiration or termination of this Agreement or the applicable Service, the provisions below describes the procedure; whereas section 11.6.1-11.6.5 regards Service provided as a SaaS and 11.6.6 for Service provided as on-premises.
- 11.6.1 **Access to Customer Data.** Upon termination or expiration of this Agreement, Lime shall, for a period of thirty (30) days following such termination or expiration (the "Exit Period"), make Customer Data available to Customer to enable Customer to download or export such Customer Data in a structured, commonly used, and machine-readable format. During the Exit Period any extension (section 11.6.4), Customer shall continue to pay the applicable Subscription Fees in accordance with this Agreement.

- 11.6.2 **Transfer to Alternative Provider.** Upon Customer's written request, included in the termination notice pursuant to Section 11.4, Lime shall facilitate a direct and secure transfer of Customer Data to another service provider designated by Customer, or, where technically feasible, repatriate such data into Customer's own information technology environment. Such transfer shall be performed in accordance with Regulation (EU) 2023/2854 (the *Data Act*) and without undue delay. Lime shall not charge fees for assistance required under the Data Act to the extent such fees are prohibited by applicable law. Any assistance requested by Customer or a replacement provider that exceeds Lime's obligations under the Data Act, including non-standard, bespoke or manual services, may be provided subject to a separate agreement/Order Form and charged in accordance with Lime's then-current standard fees.
- 11.6.3 **Continuity During Transition.** During the Exit Period, Lime shall (i) continue to provide the Services to ensure business continuity, (ii) exercise due diligence to maintain the level of service and security, and (iii) provide clear information to Customer regarding any known risks to the continuity of the Services.
- 11.6.4 **Extension of Exit Period.** Customer shall have the right to extend the Exit Period once by a period that Customer considers appropriate for its purposes, upon written notice to Lime prior to the expiration of the initial Exit Period.
- 11.6.5 **Data Deletion.** Following the Exit Period (or earlier upon Customer's written instruction), Lime shall permanently delete all Customer Data, including any cached, replicated, or backup copies, unless applicable law requires retention. Immutable backups will automatically be deleted when time expires. Upon completion, Lime shall provide the Customer with written confirmation of deletion.
- 11.6.6 **Effect of Termination for Services on-premises.** Upon expiration or termination of this Agreement or the applicable Subscription Term for any reason, Customer's right to access and use the Software shall automatically terminate. Customer shall promptly cease all use of the Software and uninstall and delete the Software and all copies thereof, including any documentation and backup copies, from its systems. Any license keys, activation codes, or other access mechanisms provided for the Software may be disabled by the Lime upon such expiration or termination. Upon Lime's written request, Customer shall provide a written certificate signed by an authorized representative confirming deletion and cessation of use within thirty (30) days of termination. Termination or expiration shall not affect any rights or obligations accrued prior to the effective date of termination.
- 11.7 **Survival.** Upon any expiration of the applicable term for the Service or termination of this Agreement, any provision of this Agreement which, by its nature, would survive termination of this Agreement will survive any such termination of this Agreement, including without limitation accrued rights to payment, use restrictions and indemnity

obligations, confidentiality obligations, warranty disclaimers, limitations of liability and effects of termination.

12 General Provisions

- 12.1 **Assignment.** Neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. However, either party may assign this Agreement (including all Order Forms) to an Affiliate or in connection with a merger, reorganization, or sale of all or substantially all of its assets, provided that: (i) the assignee can honour and perform the assignor's obligations; (ii) the assignment does not extend use of the Services; and (iii) the assignee is not a competitor of the other party. The assigning Party shall notify the other party in writing without undue delay and provide all necessary information about the assignee.
- 12.2 **Force Majeure.** Neither party is liable for delays or failures caused by events beyond its reasonable control, including but not limited to government actions, terrorism, civil or military authority, fire, flood, earthquake, labor disputes, epidemics, pandemics, or Internet/telecommunications outages. The affected Party shall promptly notify the other and use diligent efforts to resume performance as soon as commercially practicable. Except for payment obligations, if such failure continues for 30 days, the other party may terminate this Agreement without liability by written notice.
- 12.3 **No Third-Party Beneficiaries.** Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.
- 12.4 **Independent Contractors.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.
- 12.5 **Severability & Waiver.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed null and void, and the remaining provisions shall remain in full force and effect. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of such right.
- 12.6 **Notices.** All notices, approvals, requests, or other communications under this Agreement shall be in writing and delivered to the addresses specified in the Order Form or to the Administrator. Notices and communication may also be made via the Services, through the Services' interface or on Lime's website. Notices of termination, material breach, or violation of the Agreement from Customer to Lime must be addressed to "ATTENTION: LEGAL DEPARTMENT" or emailed to legal@lime.tech with a copy to the current Lime

account manager. Billing-related notices to Customer shall be sent to the billing contact provided by Customer, and notices to Lime shall be sent to finance@lime.tech. Notices will be deemed delivered upon (i) personal delivery, (ii) the fifth business day after mailing, or (iii) the day of sending by email or posting/communicating through the Services.

- 12.7 **Entire Agreement and Order of Precedence.** This Agreement and the policies or terms expressly referenced and incorporated into Service Terms constitute the entire agreement and understanding between the parties concerning the Customer's use of the Services and Customer Data. The parties agree that any terms or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. This Agreement supersedes all prior or contemporaneous discussions, proposals, and agreements between the parties relating to the subject matter hereof. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form (including special conditions and amendments), (2) the Data Processing Agreement, (3) Professional Services Addendum, (4) these Service Terms, and (5) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 12.8 **Amendments.** Lime may amend this Agreement, including any incorporated documents or policies, at any time. Material changes shall take effect sixty (60) days after written notice to Customer. Customer may object within thirty (30) days of such notice, and the parties shall discuss in good faith. If no agreement is reached, Customer may terminate this Agreement with immediate effect as of the effective date of the change, unless Lime permits the Customer to continue under the prior terms, in which case no termination right applies. In the event of termination, Lime shall reimburse Customer for any prepaid fees covering the period remaining in the then-current Subscription Term after the effective date of termination, on a pro-rata basis.
- 12.9 **Dispute resolution.** Any dispute, controversy or claim arising out of or in connection with this Agreement, its interpretation, validity, invalidity, breach or termination, shall be finally settled in English language pursuant to the Arbitration Rules of the Arbitration Institute of the German Arbitration Institute. The Arbitral Tribunal shall consist of one arbitrator where the value of the disputed claim is less than EUR 10,000. Where the value of the disputed claim is higher, the Arbitral Tribunal shall consist of three arbitrators. The seat of arbitration shall be Cologne, Germany.

Governing Law. This Agreement shall be governed by German law, without regard to conflict of law principles. The parties agree that the provisions on standard business terms (Sections 305 to 310 of the German Civil Code shall not apply and shall be disregarded by the arbitral tribunal.