GENERAL TERMS AND CONDITIONS LOMNIDO SOFTWARE 2025

LICENSE AGREEMENT LOMNIDO SUBSCRIPTIONS

1 SCOPE OF APPLICATION

1.1 This agreement applies to all contracts concluded between Lomnido GmbH, FN 445919 p, (hereinafter referred to as "Lomnido") and an entrepreneur (hereinafter referred to as "Customer") relating to the delivery and licensing of software for the implementation of data integration between IT systems as well as the maintenance and servicing of software.

1.2 For the purpose of this agreement, an entrepreneur is any natural person, legal entity or partnership with legal capacity that concludes a contract within the scope of the operation of its business, i.e., in particular acts in the exercise of its commercial or independent professional activity.

2 DEFINITIONS

2.1 The nouns used in the general terms and conditions are gender neutral.

2.2 The following terms shall have the following meanings:

Contract means the offer made by Lomnido and accepted by the Customer including the commercial details of the Software Subscription, the attached Annexes containing a description of Lomnido Software Subscriptions as well as any individual agreements concluded between Lomnido and the Customer relating to the Software.

Force Majeure Event refers to any delay or failure to perform obligations (other than payment obligations) arising out of or in connection with any event, occurrence, or circumstance beyond the reasonable or foreseeable control of Lomnido or the Customer.

Lomnido Platform refers to a functional communication appliance using the Lomnido software regardless of its placement.

Lomnido Platform Maintenance refers to the operational management and maintenance of the GNU/Linux host running the Lomnido Software which is provided by the Partner Donau IT (Lomnido.Cloud) or any other authorized Maintenance Partner.

Lomnido.Cloud refers to the cloud-based Platform-as-a-Service provided by Donau IT, wherein customers get access to Managed Lomnido Platform Hosting Service.

Lomnido Software Maintenance refers to the maintenance of the Lomnido Software Products

Lomnido SIAM-Broker means an all-in-one integration solution for ITSM tools designed to connect internal applications and systems as well as external service partners. Lomnido SIAM-Broker is enabling the synchronization, aggregation, distribution, and validation of ITSM tickets distributed across internal and external service providers to ensure end-to-end ITSM processes and full visibility.

Lomnido SPIDER means a self-contained integration solution that connects the Customer's internal systems as well as external partners. Lomnido SPIDER allows synchronization, aggregation, distribution, replication, and validation of data within and beyond the Customer's organizational boundaries to ensure end-to-end processes and complete visibility.

Lomnido Software refers to the license of Lomnido SIAM-Broker, including all its editions and Lomnido SPIDER.

Subscription Period refers to the actual period of time for which the customer is granted the right to use the licenses of Lomnido Software Products

User means anyone who obtains the license from Lomnido, usually based on the Contract between Lomnido and the Customer.

3   OBJECT OF THE CONTRACT

3.1   Lomnido offers Customers its Software, which connects Customer IT-systems and processes.

3.2   By placing an order with Lomnido, the Customer accepts the validity of this agreement. Any deviating terms and conditions of the Customer shall not apply and are expressly declared invalid.

3.3   This agreement applies exclusively and bindingly to all current and future business relationships with the Customer. Provisions that contradict this agreement are invalid.

3.4   Subsidiary agreements, reservations, amendments or supplements to this agreement must be in writing to be valid. This also applies to any deviation from the written form requirement.

4   CONTRACT CONCLUSION

4.1   Offers shall be made based on the information provided by the Customer to Lomnido and are subject to confirmation.

4.2   The Customer is obliged to provide Lomnido with all information necessary for the preparation of the offer as well as the execution of the Contract in the form requested by Lomnido. Unless otherwise agreed, the information shall be provided in writing.

4.3   The Contract shall be concluded by written acceptance of the Customer or, in case of an order by the Customer, by written confirmation of the order by Lomnido.

4.4   Any documentation regarding offers and projects shall neither be reproduced nor made available to third parties without Lomnidos consent. It may be demanded back at any time and shall be returned to Lomnido immediately if a Contract is not realized between Lomnido and the Customer concerning the present order.

4.5   GRANTING OF RIGHTS

4.6   Unless agreed otherwise, the User shall receive the non-transferable, non-sublicensable and non-exclusive right to use the Lomnido Software in compliance with the contractual specifications in the Contract.

4.7   Any non-contractual use of content provided by Lomnido is prohibited. The Customer acknowledges that he is not entitled to any rights to the Lomnido Software beyond the scope of the Contract and the rights of use expressly granted under this agreement. All intellectual property rights, in particular the copyright and all rights of exploitation and disposal as well as any trademark rights shall exclusively belong to Lomnido.

4.8   Lomnido hast the right to audit a running Lomnido Platform at any time if it is directly connected to the software repository of Lomnido. If the connection is not established Lomnido has the right to audit the Lomnido Platform in situ within a 14 day notice to the customer.

5   WARRANTY

5.1   Errors in the Software will be eliminated by Lomnido free of charge within a reasonable period of time. In order to fulfil the warranty obligation, Lomnido may, at its own discretion, either rectify the defect or supply a replacement. In particular, Lomnido may provide the Customer with a new version of the Software in order to fulfil the warranty obligation. Lomnido may supply an alternative solution to the faulty function which allows the Customer to use the Software in accordance with the Contract.

5.2   Warranty claims are excluded if the Customer does not use the Software in accordance with the Contract. Furthermore, warranty claims are excluded if the Customer makes changes or extensions to the Software specified in the Contract, unless the Customer proves that the errors are not causally related to the changes or extensions.

5.3   Lomnido shall not assume any responsibility for circumstances in the sphere of the Customer, such as in particular its hardware, software, and Internet connection from or to the network termination point on the part of Lomnido.

5.4   Within 14 days after provision of the Software, the Customer shall inspect the Software and declare acceptance without delay or notify Lomnido of any defects found with a concrete description of the defect, whereby insignificant defects shall not prevent acceptance. After expiry of this period, the Software shall be deemed to have been accepted in accordance with the Contract, unless the defect was not recognizable during the inspection. Furthermore, acceptance shall always be deemed to have taken place as soon as the Customer uses the Software for business purposes.

5.5   The warranty period shall be 6 (six) months. Section 924 Austrian Civil Code (ABGB) is excluded by mutual agreement.

6   SOFTWARE MAINTENANCE

6.1   Lomnido provides software maintenance services as stipulated in the Contract. Software maintenance services shall include amendments of the Lomnido Software to correct errors, incorporate improvements of performance or other functions or adapt and functionally improve them. Lomnido shall provide updates for the Lomnido Software continuously.

6.2   Software maintenance shall not cover damage and malfunctions caused by environmental conditions in the Customer's data center, by errors or non-performance of the power supply, faulty third-party hardware, or other conditions for which Lomnido is not responsible.

6.3   Lomnido shall not be obliged to provide maintenance services if the Customer modifies the Software underlying the Lomnido Software, uses the Software in a manner contrary to its intended use, if the Customer is in arrears with payment fee for more than two weeks despite a reminder and if the system requirements necessary for the operation of the Software are not fulfilled by the Customer.

6.4   Software maintenance shall not cover any configurations or settings in the Lomnido platform.

6.5   Software maintenance shall not cover Lomnido Platform Maintenance.

7   DUTY TO COOPERATE

7.1   If defects of any kind occur in relation to the Software, the Customer or User shall immediately report them to the Software Support Service, including a comprehensive description of the defect.

7.2   Requests shall be answered according to priority, whereby the Customer shall perform the initial prioritization. Lomnido may change the priority in case of wrong classification.

7.3   The Customer shall cooperate with Lomnido to the extent reasonably necessary and possible in order to verify whether a defect in the use of the Software offered by Lomnido is caused by the Customer's digital environment. This obligation to cooperate is limited to the technically available means, which entail the least interference for the Customer.

8   PAYMENT

8.1   The fee for the use of the Software shall be invoiced in advance for the Subscription Period, for the first time upon conclusion of the Contract. The fee shall be due after 30 days from the date of invoice at the latest, unless otherwise contractually agreed. Lomnido shall be entitled to submit the invoice electronically. For Subscriptions longer than 12 months the license will charged be yearly. In case the

customer needs a shorter period of invoicing we offer monthly, quarterly, semi-annual invoicing. A handling fee of EUR 300,- per additional invoice will be charged.

8.2   In case of late payment, the statutory default interest for entrepreneur transactions shall apply and a lump sum fee of EUR 50,- shall be charged additionally.

8.3   All agreed fees shall be subject to an annual value adjustment by Lomnido in accordance with the monthly harmonized consumer price index (HVPI) 2020 published by Statistics Austria. The respective index figure published for the year of conclusion of the Contract shall be agreed as the starting point. The fee shall change to the extent that the HVPI has changed in the adjustment year compared to the initial basis, provided it has risen by more than 3% since the date of conclusion of the Contract. The adjustment will take place at the start of each fiscal Year of Lomnido (1.1. – 31.12.) and affects only newly invoiced time periods. If the HVPI is no longer published, then the index that follows the HVPI or corresponds most closely to it shall be used as the basis for value protection. If it is no longer possible to use any index calculation at all, the value-secured fee shall be calculated according to analogous principles as they were last decisive for the index calculation. A price adjustment by Lomnido shall also be permissible in case of other external factors over which Lomnido has no influence during the term of the Contract; in this case, the adjustment shall be made in the same proportion as the increase in the respective external factor.

9   TERM AND TERMINATION

9.1   Every Contract will have a minimum "Subscription Period" of 1 month. After the end of the "Subscription Period" the contract will be extended by same length of the "Subscription Period".

9.2   In case the customer agrees on a 12 months "Subscription Period" the fee will be reduces by 10% and after the end of the "Subscription Period" the contract will be extended by same length of the "Subscription Period" which will be in this case 12 months.

9.3   In case the customer agrees on a 36 months "Subscription Period" the fee will be reduces by 20% and after the end of the "Subscription Period" the contract will be extended by the length of a 12 months "Subscription Period".

9.4   The customer can terminate the subscription at any time to the End of the current "Subscription Period"

9.5   Lomnido and the Customer may terminate the Contract without notice in case of good cause (extraordinary termination).

9.6   A good cause for an extraordinary termination by Lomnido arises in particular in the following cases:

- Incorrect information provided by the Customer during the ordering process;

- Default of payment by the Customer with regard to the fee owed for the respective Software, despite two reminders and the setting of a reasonable period of grace of at least two weeks in each case;

- any other breach of a contractual or legal obligation by the Customer or User attributable to him, which makes it unreasonable for Lomnido to continue the Contract.

10   LIABILITY

10.1   To the extent permitted by law, Lomnido shall not be liable for damages caused by slight negligence. Liability for loss of profit and non-material as well as indirect damage or consequential damage or damage to third parties shall be excluded. The present limitation of liability does not apply in the case of personal injury. Liability shall be limited to the subscription fee of on Subscription Period.

10.2   Force Majeure

10.3   Neither Lomnido nor the Customer shall be responsible for any delay or failure to perform its obligations (other than payment obligations) arising out of or in connection with a Force Majeure Event.

10.4   Such Force Majeure Event shall include, without limitation, acts of nature, strikes, lockouts, riots, civil protests, acts of war, epidemics (including communicable disease outbreaks and public health emergencies), government regulations subsequently enacted, fire, communication line failures, power outages or other disasters, whether or not such Force Majeure Event is identified, declared, or accepted as such under the relevant laws.

10.5   In such circumstances, the performance period shall be extended by a period equal to the period during which performance of the obligation was delayed or not performed. If, in the reasonable opinion of the party affected, performance has been materially prevented for a continuous period of six (6) months from the date on which such performance was originally due by reason of a Force Majeure Event, either Lomnido or the Customer may terminate this Contract by notice in writing to the other.

11   CONFIDENTIALITY

11.1   Lomnido and the Customer undertake to keep the knowledge gained within the scope of the subject matter of the Contract confidential - in particular technical or economic data as well as other knowledge - and to use it exclusively for the purposes of the subject matter of the Contract. Lomnido and the Customer shall take all reasonable confidentiality and data security measures in technical, organisational and/or legal respects appropriate to the circumstances in order to keep the confidential information secret and to protect it from unauthorized access by third parties (in particular by means of comprehensible documentation, IT security measures, customary practice, etc.).

11.2   Clause 11.1 shall not apply to information that is publicly accessible or becomes publicly accessible without unauthorized action or omission by Lomnido or the Customer or must be made accessible due to a court order or a law.

11.3   Declaration of consent

11.4   The Customer declares his consent that his (firm) name including address and field of activity is mentioned for marketing purposes of Lomnido worldwide, factually and temporally unlimited, i.e. especially in the internet, print and the like.

12   DATA PROTECTION

12.1   Lomnido and the Customer undertake to comply with their respective obligations according to data protection law, in particular the GDPR (Datenschutzgrundverordnung – DSGVO).

13   GENERAL

13.1   Individual agreements between Lomnido and the Customer shall take precedence over this agreement. Individual agreements with Customers, as well as their modification, amendment or cancellation, require the written form. The requirement of the written form is also valid for the cancellation of the present requirement of the written form. The written form requirement shall also be met by means of telecommunication that do not contain a copy or facsimile of the issuer's signature, i.e. for example and in particular by simple e-mails.

13.2   The invalidity of individual provisions of the Contract or this agreement shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with a valid provision that approximates the intended objective as closely as possible.

14   PLACE OF JURISTDICTION AND APPLICABLE LAW

14.1   All disputes arising out of or relating to this agreement or relating to the breach, termination, or invalidity thereof, shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by an arbitrator

appointed in accordance with these Rules and having his seat of arbitration in Vienna, in proceedings conducted in the English language. The arbitrator shall be a lawyer with experience in IT matters and shall decide in a confidential and equitable manner and make an enforceable award, which shall also state that all costs and expenses of the prevailing party shall be reimbursed by the losing party. Any interim legal protection (einstweiliger Rechtsschutz) by ordinary courts shall not be affected by this arbitration clause.

14.2   This agreement shall be governed by Austrian law to the exclusion of conflict of law rules. Application of the UNCITRAL UN Convention on Contracts for the International Sale of Goods shall be excluded.

ANNEX A – TERMS OF SERVICES

A1 SOFTWAREMAINTENANCE

Purpose of the software maintenance is to maintain and improve the availability and operational security of the Lomnido software. Software maintenance includes changing the Lomnido software after delivery to correct errors, improve performance or other features, or to make adjustments and functional improvements.

Software maintenance includes the following:
- Corrective maintenance: the elimination of errors
- Perfecting maintenance: improving properties such as performance or maintainability. These include in particular extensions and software optimization through re-engineering, refactoring etc.
- Adaptive maintenance: adaptation and expansion of the software, e.g. New features and providing new versions of Lomnido software.

Software maintenance does not cover damage and malfunctions caused by environmental conditions in the customer's data center, by errors or non-performance of the power supply, faulty third-party hardware or other conditions for which Lomnido is not responsible.

A2 RELEASE MANAGEMENT

The software of the Lomnido products is continuously updated. Every version released for delivery undergoes a number of internal testing processes, such as: (Unit Tests, Rest Service Tests, Workflow Tests, SIAM Workflow Tests, GUI Tests, Long-term Tests). The release notes can be accessed in the system under the menu item Setup / System / Version.

Lomnido is entitled to transfer configuration data to development and test systems for test purposes. The systems must have a VPN connection (call home) to the central Lomnido system.

On release Upgrades.
- There is no coordination before minor release upgrades.
- The update process usually takes (> 90%) approx. 6 minutes, but a maximum of 30 minutes. The updates are carried out automatically (The interval can be set in the application). The exact time is visible in the system.
- Customers can suspend this automatic cycle and only import available updates manually. Systems that are 30 days behind the current status can no longer be contractually supported.

A3 SOFTWARE SUPPORT SERVICE

The Lomnido Software Support Service is the point of contact for software defect service requests. Service requests need to be logged by the customer in the platform. Only designated support users can access and log service requests in the Lomnido Support Portal. Users can view and request all information related to their assigned customer's Lomnido service and have access to the platform.
- Communication Channels: Support Portal: https://servicedesk.lomnido.com/
- Service Hours: The service time describes the time in which Lomnido is available for inquiries. Office hours / Business hours: Monday to Friday from 09:00-17:00 CET excluding Bank Holidays (Austria)
- Response Time: The response time is the time between the logging of the request and a qualified response from Lomnido. The response time is only measured within the defined service time, i.e. if the customer makes an inquiry outside of the specified service time, the measurement of the response time begins with the beginning of the next service time.

Qualified feedback contains the following information:
- Name of responsible technician
- Diagnostic status
- Time of the expected next message
- Expected end (if known)

Priorities:

The following definitions for priorities apply to the service desk. These priorities are based on the premise that the customer performs the initial prioritization. Lomnido can change the priority in case of wrong classification in consultation with the customer.

- Priority 1 (CRITICAL) Response time 2 h: The system cannot be used.
- Priority 2 (MEDIUM) Response time Next Business Day: The intended use of the system is limited.
- Priority 3 (NONE) Response time None: The intended use of the system is possible without restrictions. The error has little or no impact on the transaction or security.

The Lomnido platform can be provided as an image to the customer to run and operate it in a customer / partner infrastructure:

- The customer / partner must ensure high availability measures for the VM
- The customer / partner must ensure that there are regular backups performed of the VM
- In the event of problems, the customer / partner must be able to grant Lomnido access to the terminal of the VM (via VNC or WebVNC)
- To obtain release upgrades automatically the platform must have access to the Lomnido Software Repository. Otherwise the service is not included.
- The installation service is not included in the license purchase and will be charged separatly.

A4 LOMNIDO PARTNER

Every license customer will be managed by an authorized Lomnido partner. The Lomnido Partner provide following services:

- First point of contact for the license customer for questions about the product in relation to licenses, as well as general contractual inquiries.
- Responsibility and guarantee of the correct licensing and use of the products.
- First point of contact for the license customer for the qualification of problems, faults, software errors, etc... and assignment to the correct service providers.
- First point of contact for the license customer for configuration and questions about the functions of the products.

The license customer will choose the authorized partner and can change the partner at the end of any payment cycle or if the partner fails to meet its obligations constantly at any time.

Annex B – Lomnido SIAM Broker

The purpose of the SIAM BROKER is to facilitate the collaboration of multisourcing partners.

B1 SIAM-BROKER FUNCTIONS

The key features of the Lomnido SIAM Broker are tools for establishing ITSM data integrations, in particular:

- SIAM Tools: The tool to configure specific connection properties for each ITSM tool. Definition of the behavior patterns of the tool to be connected, e.g. attachments, worklogs, transaction types, error handling, etc ...
- SIAM Ticket Store: Overview of transferred tickets and location of the Tool Simulator.
- SIAM Transaction Store: Overview of the transferred transactions with the option to drill down into each message and operational functions such as re-send, re-cover, ...
- SIAM Workflows: The workflow is the connecting element of ITSM tools via the connectors and includes the mapping of incoming messages by transformation into the target format of the SIAM-Broker or into the target format of a connected ITSM tool.
- Connectors: Tools for the configuration of technical mechanisms for data transaction, collection, reception, delivery and provision. Protocol techniques such as e.g. HTTP, FTP, SMTP, POP3, IMAP, xDBC can be easily established here.
- Security: The authentication, certification, and encryption methods can be easily configured according to the protocols used.
- Dataformats: Tool for creating data definitions for incoming and outgoing data documents. Import techniques such as XSD or import of sample messages make configuration easier. The data enrichment enables the enrichment of an incoming message with external and internal data sources (Data Table).
- Deployment: Lomnido SIAM-Broker is subdivided into a test, a development and a production system. This enables structured deployment of interface configurations and is automated at the push of a button.
- Environments: Each Lomnido system includes three environments for development, testing and production.
- Operations Handling: The built-in monitoring of the system and the interfaces for malfunction allows an active reaction. The monitoring can also be read out via SNMP and/or REST API. The error handling configuration automatically responds to errors during data transmission (e.g. resending)

B2 SIAM-BROKER EDITIONS

SIAM-Broker is available in following two different editions, that contain different subscription licenses.

- SIAM-Broker Enterprise Edition
- SIAM-Broker Professional Edition
- SIAM-Broker One Edition

License	SIAM Tool Connections	Data Connections
Enterprise	11	22
Professional	6	12
One	3	6

SIAM Tool Connection

A SIAM Tool Connection is a connection between Lomnido SIAM-Broker and the partner's SIAM / ITSM system (Service Consumer or Service Fulfiller). It strictly defines a tool object created, and deployed in production within the feature SIAM and the function „Tools".

Data Connection

A Data Connection is a configured workflow (Funktion Flow Configurations/Workflows) without any direct connection to a SIAM workflow. Mainly to fill mapping tables, or sync data content between CI systems

ANNEX C – PRODUCT DESCRIPTION LOMNIDO SPIDER

The purpose of the SPIDER is to directly connect data sources and transform and transport data between systems.

C1 SPIDER FUNCTIONS

The key features of the Lomnido SPIDER are tools for establishing CI or similar data integrations, in particular:

- Connectors: Tools for the configuration of technical mechanisms for data transaction, collection, reception, delivery and provision. Protocol techniques such as e.g. HTTP, FTP, SMTP, POP3, IMAP, xDBC can be easily established here.
- Security: The authentication, certification, and encryption methods can be easily configured according to the protocols used.
- Dataformats: Tool for creating data definitions for incoming and outgoing data documents. Import techniques such as XSD or import of sample messages make configuration easier. The data enrichment enables the enrichment of an incoming message with external and internal data sources (Data Table).
- Deployment: Lomnido SIAM-Broker is subdivided into a test, a development and a production system. This enables structured deployment of interface configurations and is automated at the push of a button.
- Environments: Each Lomnido system includes three environments for development, testing and production.
- Operations Handling: The built-in monitoring of the system and the interfaces for malfunction allows an active reaction. The monitoring can also be read out via SNMP and/or REST API. The error handling configuration automatically responds to errors during data transmission (e.g. resending)

C2 THE SPIDER EDITIONS

The Software is licensed per x86 architecture CPU Threads. This is valid for virtualizations and also for the operations on bare metal.