



These **Terms of Service (ToS)** govern the use of Services provided by MPMX GmbH. By accessing and using the Services, you agree to be bound by these ToS.

## SERVICE PROVIDER

MPMX GmbH, Karlsruher Str. 88, 76139 Karlsruhe, Germany

## PREAMBLE

- (A) MPMX is a company specializing in providing advanced data analytics, consulting, and technological solutions, with a core focus on process mining and business intelligence, and provides these Services to its customers.
- (B) You are a company acting in a commercial and professional capacity that accepts these ToS for the receipt of the Services.
- (C) By accessing or using the Services, you agree to be bound by these ToS, including applicable Order Form(s), which are incorporated by reference.

## 1. Definitions and Interpretation

### 1.1 Definitions applicable to the ToS and Supplemental Terms

<b>“Affiliated Company”</b>	means any legal entity that directly or indirectly controls, is controlled by, or is under common control with either Party's legal entity, where control means direct or indirect ownership of 50% or more of the voting power or equity in a legal entity or de facto control by a legal entity of another legal entity's decision making.
<b>“AI Feature”</b>	means any functionality within the Services capable of generating predictions, recommendations, classifications, automated outputs, or generated content based on data or user input.
<b>“AI Input”</b>	means prompts, queries, files, datasets, text, images, configurations, Customer Data, or other materials provided to an AI Feature.
<b>“AI Output”</b>	means any generated content, predictions, analytics, recommendations, or results produced by an AI Feature.
<b>“AI Provider”</b>	means third-party providers of foundational models, machine learning infrastructure, or AI services used to enable AI Features.
<b>“Astrato Component”</b>	means the cloud-based analytics and visualization component of the third-party provider Astrato Analytics Ltd and its Affiliated Companies.
<b>“Business Day”</b>	means any day except Saturdays, Sundays and public holidays in Karlsruhe, Germany.
<b>“Cardinal Obligation”</b>	means any obligation whose fulfillment is a prerequisite for the proper execution of these ToS and upon the adherence to which either Party relies.
<b>“Clause”</b>	means any section in these ToS.
<b>“Confidential Information”</b>	means any trade secrets of either Party and its know-how, bases of costing and calculation, concepts, business plans, product and program specifications, strategies, Customer Data, and sales and marketing data the Party communicates or has communicated, or otherwise makes or has made available, to the other Party in writing, orally or in another way, or of which the other Party otherwise gains or has gained knowledge. The contents of these ToS, in particular the commercial details, including any discounts granted to Customer and the mere fact of its existence, are also deemed to be Confidential Information. The scripts provided by MPMX or used for the provision of the Services are also deemed to be Confidential Information.
<b>“Content”</b>	means all information, data, text, images, files, or other materials input, uploaded, transmitted, or displayed by Customer through the Services.

<b>“Customer” or “you”</b>	means the recipient of the Services provided by MPMX under these ToS.
<b>“Customer Personal Data”</b>	means Personal Data Processed by MPMX as Processor on behalf of Customer in connection with the Services. Customer Personal Data forms part of Customer Data.
<b>“Customer Data”</b>	means all data, Content, or information entered, uploaded, transmitted, or otherwise made available by Customer or its Users through the Services.
<b>“Data Protection Law”</b>	“means applicable data protection and privacy laws, including the EU General Data Protection Regulation (GDPR).
<b>“Direct Competitor”</b>	means any entity that develops, markets, or sells products or services substantially similar to or directly competitive with the Services provided by MPMX.
<b>“Dispute”</b>	means any disagreement, controversy, or claim arising out of or relating to these ToS.
<b>“Downtime”</b>	means number of full hours during which the Service was not available within that calendar month, excluding Maintenance Times and Force Majeure Events.
<b>“Effective Date”</b>	means the date these ToS enter into force, such date being the Start Date of any Service subscribed to in the applicable Order Form. The publication date of these ToS only indicates the version number and does not determine contractual effectiveness.
<b>“End Date”</b>	means the last day of a certain time period.
<b>“Fees”</b>	means any amount of remuneration owed by Customer to MPMX for Services subscribed to.
<b>“Force Majeure Event”</b>	means any event beyond the reasonable control of the affected Party that could not reasonably have been prevented and that prevents or materially delays performance.
<b>“General Support Services”</b>	means the provision of general support services in relation to the Services.
<b>“Initial Services Term”</b>	means the first time period from Start Date until End Date of any Service subscribed to in the applicable Order Form and not including any Renewal Services Term(s).
<b>“IP Rights”</b>	means any patents, patentable rights, copyrights and rights in the nature of copyrights, design rights, utility models, brand names, irrespective of whether one of the above has been registered or not, trademarks, trade secrets, trade names, rights to domain names, rights to inventions, rights to data, database rights, rights to know-how and any other intellectual property rights, which subsist in computer software, programs and Confidential Information, and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of a country, as well as all pending applications and the right to file applications for or register such, now, in the future and for any eventuality, and including any renewals, extensions, revivals and all accrued rights to take legal action.
<b>“Maintenance Times”</b>	means times during which the Service is not available due to planned maintenance work.
<b>“MPMX” or “we” or “us”</b>	means MPMX GmbH, Karlsruher Str. 88, 76139 Karlsruhe, Germany as the service provider under these ToS.
<b>“Minimum Requirements”</b>	means the minimum technical, system, network, software, or configuration requirements specified by MPMX from time to time that are necessary for the installation, operation, or access to the Services.
<b>“mpmX”</b>	means MPMX's proprietary platform designed for comprehensive process mining and analytical insights, and enables customers to automatically reconstruct, visualize, and analyze their business processes from data logs, providing detailed transparency for process optimization, performance monitoring, and compliance verification.
<b>“Non-Recurring Service”</b>	means any Service marked as such in the applicable Order Form is not automatically renewed upon its End Date for a Renewal Services Term.

<b>“Order Form”</b>	means the ordering document, as part of these ToS, through which Customer subscribes to certain Services.
<b>“Party”</b> or jointly <b>“Parties”</b>	means MPMX and you individually or MPMX and you jointly.
<b>“PoC”</b>	means proof-of-concept.
<b>“Professional Services”</b>	means implementation, consulting, configuration, training, or other professional services.
<b>“Prohibition on Solicitation”</b>	means the restriction on Customer, its Affiliated Companies, and subcontractors from directly or indirectly soliciting for employment or hiring MPMX’s employees involved in the performance of the Services and for twelve (12) months thereafter.
<b>“Provisional Solution”</b>	means a temporary alternative arrangement agreed by the Parties to mitigate the impact of a Force Majeure Event until normal performance can resume.
<b>“Qlik Cloud”</b>	means the cloud-based analytics and data platform operated by QlikTech GmbH or and Affiliated Companies, including any successor service, through which certain components of the Services may be hosted or provided.
<b>“Qlik Component”</b>	means the software of the third-party provider QlikTech GmbH and its Affiliated Companies.
<b>“Qlik User Agreement”</b>	means the agreement applicable to Customer for properties of the Qlik Component which is provided by QlikTech GmbH.
<b>“Recurring Service”</b>	means any Service marked as such in applicable Order Form is automatically renewed on an ongoing basis upon its End Date for a Renewal Services Term.
<b>“Renewal Services Term”</b>	means, upon the End Date of the Term, the subsequent time period of a Services Term Year of a Service subscribed to in the applicable Order Form.
<b>“Response Times”</b>	means the time period from receipt of the incident report by Customer until the first response to it by MPMX.
<b>“SaaS”</b>	means Software as a Service.
<b>“Security Incident”</b>	means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data within MPMX’s control.
<b>“Services”</b>	means any services provided to Customer by MPMX subscribed to in the applicable Order Form, being all software, SaaS functionality, components, hosted environments, embedded third-party components, support services, and professional services provided under the Order Form.
<b>“Services Term”</b>	means the time period from Start Date until End Date of any Service subscribed to in the applicable Order Form.
<b>“Services Term Year”</b>	means any time period of twelve (12) consecutive contractual months of any Service subscribed to in the applicable Order Form.
<b>“SoW”</b>	means statement of work.
<b>“Start Date”</b>	means the first day of a certain time period.
<b>“Subprocessor List”</b>	means the list of Subprocessors of MPMX and its Affiliated Companies.
<b>“Supplemental Terms”</b>	means any additional terms, schedules, appendices, product-specific terms, service-specific terms, data processing terms, security documentation, policies, or other contractual documents that apply to specific Services, features, deployment models, third-party components, or service offerings under the Agreement. If Supplemental

Terms apply, such Supplemental Terms prevail over the ToS solely with respect to their subject matter.

<b>“Support Hours”</b>	means Monday to Friday between 09:00 and 16:00 (CET/CEST as applicable).
<b>“Support Services”</b>	means jointly Troubleshooting Services and General Support Services.
<b>“Terms of Service” or “ToS”</b>	means these services terms including the Supplemental Terms as applicable.
<b>“Third Party”</b>	means any entity or person other than MPMX, Customer, or their respective Affiliated Companies.
<b>“Third-Party Claim”</b>	means any claim asserted by a Third Party due to the infringement of third-party IP Rights resulting from Customer’s use of the Services.
<b>“TOMs”</b>	means technical and organizational measures.
<b>“Troubleshooting Services”</b>	means the services for handling of problems arising in the operation of the Services provided by MPMX.
<b>“User”</b>	means employees, contractors, agents, and any persons authorized by Customer to access the Services.

1.2 References to legal provisions relate to those in their valid version at the time, if applicable as modified, extended or reenacted and to all secondary provisions enacted as part of these legal provisions. Each Party recognizes that these ToS are legally binding and acknowledges it had the opportunity to consult with a legal counsel of choice. In any construction of the terms, the same are not construed against either Party being the drafter of such terms.

## 2. Scope, Parts and Subject Matter

2.1 These ToS are composed of the following parts: (i) Order Form(s); (ii) applicable Supplemental Terms to these ToS; (iii) Data Processing Terms (with priority for personal data matters); (iv) these ToS; and (v) other written arrangements concluded between the Parties and included by reference. If there are conflicts, the parts apply in aforementioned order of precedence. In the event of a conflict between the Data Processing Terms and other parts of these ToS, the Data Processing Terms control and govern to the extent that processing of personal data is affected. Contractual terms and conditions contained in a request for proposal or information, correspondence, an order or a similar document issued by Customer are not part of these ToS and Customer waives any right to invoke these.

2.2 MPMX reserves the right to amend these ToS and any Supplemental Terms at any time with effect for the future. MPMX will notify Customer in writing of any material amendments affecting the Services ordered by Customer. If an amendment results in such material adverse change to the scope, functionality, or agreed service level of the subscribed Services, Customer is entitled to terminate the affected Services by written notice within thirty (30) days after receipt of the amendment notice. Such termination becomes effective on the date the amendment would otherwise take effect. If Customer does not exercise its termination right within this period, the amendment is deemed accepted. Amendments that (i) are required by mandatory law; (ii) reflect technical developments; (iii) improve the Services; (iv) clarify existing provisions; or (v) do not materially reduce the core functionality, security, availability, or agreed scope of the Services.

2.3 Subject matter of these ToS is the granting of rights described in more detail in the applicable Supplemental Terms for the Services listed in the applicable Order Form. Subject to Customer’s compliance with these ToS and payment of applicable Fees, MPMX grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Services Term to access and use the Services solely for Customer’s internal business purposes. MPMX may verify Customer’s compliance with usage limits upon reasonable notice. Customer may permit its employees and authorized contractors to use the Services on its behalf, provided Customer remains fully responsible for their compliance.

2.4 The specifics of the mode of operation of the software product(s) licensed under these ToS are described in more detail in the Supplemental Terms.

2.5 Support Services are provided by MPMX in accordance with the applicable Supplemental Terms.

2.6 Certain Services may include third-party components or integrations. Such components are subject to the respective third-party terms referenced in the applicable Order Form or Supplemental Terms. In case of conflict, mandatory third-party licensing terms prevails solely with respect to the relevant third-party component. Third-party licensors are not contractual parties and grant no direct rights to Customer.

## 3. Services and Fees

3.1 Customer owes the Fees for Services provided by MPMX as listed in the respective Order Form under these ToS.

- 3.2 All Fees are shown as net prices. Customer agrees to make all payments on a net basis, free from any deductions or withholdings for taxes, other than applicable federal, state or local taxes based on the income of MPMX. The Customer bears sole responsibility for any withholding taxes or similar levies imposed by law, ensuring that MPMX receives the full amount due without reduction.
- 3.3 MPMX invoices Customer for the Fees annually in advance if not agreed otherwise. The Fees are due without deduction within eight (8) days of the invoice date.
- 3.4 In case of Recurring Fees, MPMX may unilaterally and in its sole reasonable discretion increase the Fees by means of a notice to Customer at least ninety (90) days prior to the End Date (i) of the Initial Services Term; or (ii) each Renewal Services Term. Such price increase comes into effect at the beginning of the Renewal Services Term following such notice.

#### **4. Obligations of Customer**

- 4.1 Customer acknowledges that fulfillment of the following obligations is a prerequisite for the provision of Services.
- 4.2 Customer notifies MPMX immediately of any defects that may occur. In doing so, Customer within reason take into account any information provided by MPMX regarding problem analysis and forwards to MPMX all available information that may be required for the rectification of the defect.
- 4.3 Customer ensures that any minimum requirements for Customer's systems are met. Customer must take suitable precautions to protect services from unauthorized access by third parties.
- 4.4 If Customer breaches its obligations listed in this Clause, any of MPMX's performance obligations affected by this may be suspended for the duration of this breach as well as for an additional reasonable period of time to restart the Services (in any case no less than twenty-four (24) hours). Irrespective of such suspension, Customer remains obligated to pay the full Fees for the suspended Service. MPMX expressly reserves all further rights.

#### **5. Confidentiality**

- 5.1 In the event the receiving Party is required to disclose the disclosing Party's Confidential Information pursuant to a valid order by a court, other governmental body, or stock exchange or self-regulatory organization rules or requirements, or, in the reasonable opinion of the receiving Party's counsel, as otherwise required by law or regulation, prior to any such required disclosure, the receiving Party will (i) use commercially reasonable efforts to notify the other Party of the legal process or requirement as promptly as possible; and (ii) provide all reasonable cooperation, at the disclosing Party's expense, to the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as and to the extent its counsel advises is necessary to legally comply with such required disclosure.
- 5.2 The receiving Party agrees to use any Confidential Information of the disclosing Party solely for the purpose of performing its obligations under these ToS and not for any other purpose or for the benefit of any Third Party. The receiving Party agrees to limit disclosures of Confidential Information of the disclosing Party to those employees, financial, tax or legal advisors, accountants and contractors of the receiving Party who are required to have the information in order for the receiving Party to evaluate, participate in or engage in discussions regarding these ToS.

#### **6. Warranty**

- 6.1 Unless otherwise stipulated in these ToS, MPMX warrants that the Services are performed in a professional and workmanlike manner, in accordance with industry standards and practices. In the event that Customer identifies any defects or non-conformance in the Services, MPMX, at its sole discretion, either corrects such defect or non-conformity or refunds the Fees paid for the non-conforming services.
- 6.2 This warranty does not cover defects or issues arising from modifications or alterations made by Customer or any Third Party without MPMX's prior written consent, from use of the Services in a manner not intended or authorized by MPMX, from the combination of MPMX software, Services or materials with Third-Party Software, services or materials, or from any factors outside the reasonable control of MPMX, including but not limited to natural disasters, accidents, or acts of government.
- 6.3 Except as expressly set forth in this Clause, MPMX makes no other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

#### **7. Liability**

- 7.1 Unless otherwise stipulated in these ToS and to the extent permitted by applicable law, MPMX is not liable to Customer for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of business, loss of data, or loss of goodwill, arising out of or related to these ToS, whether in an action in contract, tort (including negligence), or otherwise, even if advised of the possibility of such damages.

- 7.2 To the extent MPMX is liable for damages notwithstanding the foregoing, MPMX's liability for ordinary negligence is limited to direct and foreseeable damages that are typical for this type of contract. Liability for breach of Cardinal Obligations is limited to foreseeable, typical damages. The total aggregate liability of MPMX for any claim arising out of or related to these ToS does not exceed the total amount of payments made by Customer to MPMX under these ToS in the twelve (12) months preceding the event giving rise to the claim. All liability caps apply in aggregate across the Agreement and all Supplemental Terms unless expressly stated otherwise.
- 7.3 The limitations and exclusions of liability set forth in this Clause do not apply to (i) either Party's indemnification obligations; (ii) breach of confidentiality; (iii) gross negligence or willful misconduct; (iv) death or personal injury caused by negligence; or (v) any liability that cannot be limited or excluded under applicable law.
- 7.4 This Clause is intended to be enforceable to the maximum extent permitted under the governing law. To the extent any limitation is held invalid under applicable law, the remaining provisions continue to apply and the Parties agree that the limitation is modified to the maximum permissible degree consistent with the intent of this Clause.

## **8. Indemnification**

- 8.1 MPMX indemnifies and defends Customer against any Third-Party Claim alleging the infringement of any IP Right. If the Services become the subject of such a Third-Party Claim, MPMX may, at its sole option: (i) modify the Services to make them non-infringing or remedy any alleged misuse of a Third Party's rights; (ii) procure for the Customer the right to continue using the Services; or (iii) replace the Services with substantially equivalent, non-infringing alternatives. If MPMX determines, in its sole discretion, that none of the above options is commercially reasonable, MPMX may terminate these ToS and the affected Services without incurring any termination fees or costs.
- 8.2 Promptly after receiving any written allegation, claim, or notice of an action giving rise to a potential indemnification claim, the Customer notifies MPMX and provide copies of the claim and all related documents. If the Customer fails to provide timely notice, MPMX retains sole and exclusive control over the defense and settlement of the claim. MPMX must obtain the Customer's prior written approval before entering into any settlement, unless the settlement involves only a monetary payment fully covered by MPMX's indemnification. MPMX is not responsible for any legal expenses incurred by the Customer in connection with the defense of such Third-Party Claim.
- 8.3 MPMX's obligations under this Clause do not apply to claims resulting from (a) Customer's modification of the Services; (b) combination of the Services with products not provided or approved by MPMX; or (c) use of the Services in breach of these ToS.
- 8.4 Customer indemnifies and defends MPMX and its Affiliated Companies from and against any Third-Party Claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) Customer's breach of these ToS; (ii) Customer Data, including any alleged infringement or violation of third-party rights; or (iii) Customer's misuse of the Services.

## **9. Term and Termination**

- 9.1 These ToS commence on the Effective Date and run until the latest End Date or termination date of any Services Term as stated in the applicable Order Form.
- 9.2 Any Recurring Service is automatically renewed on a repeated ongoing basis upon its End Date for a subsequent Renewal Services Term unless either Party gives notice to the other Party in writing at least three (3) months prior to the End Date of such Services Term. Any other tacit renewal of Services is excluded.
- 9.3 Any Non-Recurring Service is not automatically renewed upon its End Date.
- 9.4 Either Party is entitled to terminate these ToS or any Service subscribed to for good cause in writing, which particularly exists (i) for MPMX if Customer is in delay in paying Fees or a significant part thereof for more than two (2) consecutive calendar months; or (ii) if the other Party breaches a Cardinal Obligation, which cannot be remedied, or which can be remedied, but the breaching Party does not comply with a request to do so within thirty (30) calendar days upon receipt of such request.
- 9.5 If these ToS or any Service subscribed to is terminated by Customer for good cause, MPMX refunds Customer any prepaid Fees covering the remainder of the Services Term after the effective date of termination. If these ToS or any Service subscribed to is terminated by MPMX for good cause, Customer pays any unpaid Fees covering the remainder of the Services Terms to the extent permitted by applicable law. In no event relieves Customer such termination for good cause of its obligation to pay Fees for the time period prior to the effective date of termination.
- 9.6 Notwithstanding any deviating provision in these ToS or an applicable Order Form, Customer is entitled to terminate a Recurring Service in accordance with Regulation (EU) 2023/2854 (EU Data Act), in particular where the Service qualifies as a data processing service within the meaning of the EU Data Act. Where required under the EU Data Act, Customer may terminate the affected Service upon prior written notice without incurring any charges other than Fees due for Services provided up to the effective termination date and any switching charges strictly limited to the cost categories, amounts, and time periods permitted under the EU Data Act. Upon termination under this Clause, MPMX provides reasonable assistance to enable Customer to switch to another provider or to an on-premises environment in accordance with the EU Data Act, ensures the secure export of Customer Data in a structured, commonly used and machine-readable

format, and deletes or renders inaccessible all Customer Data after completion of the switching process unless retention is required under applicable law. Any contractual minimum term, notice period, or renewal provision applies only to the extent permitted under the EU Data Act.

- 9.7 Customer's right to access and use the Services ceases upon the End Date of the applicable Services Term, whereupon Customer must cease to use applicable Services immediately.

## **10. Reference**

MPMX may list Customer's name and logo as a customer reference unless Customer objects in writing. Any testimonial, case study, or participation in reference calls requires Customer's prior consent.

## **11. Data Protection, Data and IT Security, Backups, Customer Data**

- 11.1 Insofar as MPMX processes personal data, the Data Processing Terms apply.
- 11.2 Customer remains responsible for backing up its data and, where applicable, the data of its customers. For this purpose, MPMX recommends regular backups as required.
- 11.3 Customer undertakes to take appropriate and state-of-the-art technical and organizational measures to protect MPMX's Services systems made available to Customer from unauthorized access.
- 11.4 Customer retains all rights, title, and interest in and to all Customer Data. Customer grants MPMX a non-exclusive right to process Customer Data solely as necessary to provide, maintain, secure, and support the Services and to comply with legal obligations. Upon termination, Customer may request export of Customer Data within thirty (30) days. Unless legally required otherwise, MPMX may delete Customer Data thereafter.

## **12. Permissible Use**

- 12.1 In relation to any Customer Data on the Services provided, Customer declares and warrants that any Customer Data including but not limited to Content (i) does not violate statutory regulations and are not insulting, threatening, harmful, defamatory, malicious, pornographic, obscene, racist, hurtful or offensive in any other way; (ii) does not constitute fraud, an invasion of privacy, a violation of IP Rights of third parties or a breach of these ToS; (iii) does not disrupt or constitute an attempt to disrupt the proper functioning of Services; (iv) does not constitute promotion of gambling or for illegal exports; (v) does not constitute discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation or age; and (vi) is not used to transmit viruses, unauthorized data, malware, trojans, spyware, worms or other malicious or damaged components.
- 12.2 Customer (i) declares and warrants to MPMX that it does not use the Services for bitcoin mining, spamming, unsolicited contact or phishing; and (ii) indemnifies MPMX against any Third-Party Claim resulting from Customer Data, Content or a violation of this Clause, and to protect the Services adequately against access by unauthorized third parties by implementing suitable measures.
- 12.3 MPMX may suspend access to the Services immediately if reasonably necessary to prevent (i) security risks; (ii) unlawful use; (iii) material breach of the permissible use obligations; (iv) or risk of liability to third parties. Where practicable, MPMX notifies Customer and restores access once the issue is resolved.

## **13. Notices**

Any notice by either Party is only effective if made in writing as signed letter via postal mail or as signed letter, scanned and sent via email at the address specified and communicated to the Party. A notice of termination by either Party is not deemed to be given, delivered or received until it is actually received by the other Party. Operational communications, including support, security alerts, and billing notifications, may be sent electronically and are deemed received upon transmission.

## **14. Insurance**

MPMX ensures at its own cost to maintain an adequate third-party liability insurance cover, including professional and business liability insurance, to protect against risks resulting from the Services provided such third-party liability insurance must be concluded at terms that are at least customary in the industry. MPMX furnishes proof of cover and payment of the last premium to Customer upon request given in writing.

## **15. Non-Solicitation Clause**

Each Party is bound by the Prohibition on Solicitation. Each Party ensures that its Affiliated Companies and any third parties engaged for the purposes of these ToS are bound by provisions no less restrictive than the Prohibition on Solicitation. Any offers or arrangements under which an employee's services no longer benefit the other Party or its Affiliated Companies, but instead benefit wholly or partly the respective Party or any of its Affiliated Companies, are deemed equivalent to the establishment of an employment relationship and fall within the scope of the Prohibition on Solicitation.

## **16. Anti-Corruption Clause**

Neither Party received or was offered any illegal or improper business courtesies or other benefits, including, but not limited to, kickbacks, payments, gifts or things of value, from an employee or agent of the other Party or its Affiliated Companies in connection with these ToS. Reasonable business courtesies or other benefits provided in the ordinary course of business do not violate above restriction.

## **17. Export Control**

17.1 The Services may be subject to export laws of any country and Customer does not allow these to be accessed by persons subject to an export ban under the relevant legislation. MPMX is authorized to restrict, suspend or deny access by Customer to the Services pursuant to applicable trade sanction or embargo regulations.

17.2 Customer warrants that it and any of its employees is not subject to a prohibition list of the EU, UK, US, Australian government, UN and international organizations and that it is not located in a country that is subject to an embargo imposed by any of such government and organization or is designated or classified as aiding and abetting terrorism.

## **18. Force Majeure Event**

18.1 Each Party is not liable for any losses, damage, non-fulfillment or delayed fulfillment of all or individual obligations under these ToS due to a Force Majeure Event. In such case, the Party not fulfilling any obligation notifies the other Party within five (5) Business Days upon occurrence of such Force Majeure Event accompanied by a description of the causes for such non-fulfillment.

18.2 Each Party's obligations towards the other Party are suspended for as long as such Force Majeure Event lasts. The Parties work jointly to enable the interruption in performance of obligations caused by the Force Majeure Event to be remedied as soon as possible or at least agree on a Provisional Solution. If a Provisional Solution is agreed, Customer pays MPMX the then-agreed fees for such Provisional Solution. Upon the End Date of the Force Majeure Event, each Party must commence fulfillment of its original obligations within a reasonable time period. If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate these ToS or the affected Services upon written notice without liability, except for payment of Fees accrued up to the effective date of termination.

## **19. Feedback**

19.1 Notwithstanding anything that Customer may note or state in connection with providing Feedback, any Feedback provided by Customer is not considered Confidential Information and is received and treated by MPMX, in its sole discretion, on a non-confidential and unrestricted basis.

19.2 Customer grants MPMX and its Affiliated Companies a right to use, distribute, disclose and make and incorporate into the Services any Feedback provided by Customer related to the operation of the Services, free of charge and without restriction as to time and place.

## **20. Contact Persons**

20.1 Each Party provides to the other necessary information and names of qualified contact persons and email addresses at which these can be reliably reached. These must have the professional qualifications and authorization to make any necessary decisions for this purpose and/or to obtain such decisions without undue delay, and are authorized to act on behalf of the respective Party. Each Party may change such contact persons by giving prior notice to the other Party.

20.2 Customer provides accurate, current and complete information on its contracting entity's legal business name, address and tax identification number(s) (VAT, GST). Customer maintains and promptly updates this information if it changes.

## **21. Assignment**

21.1 Neither Party is entitled to transfer, assign, charge, sub-contract, declare a trust over or deal in any other manner, in whole or in part, any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior consent in writing, not to be unreasonably withheld, provided that each Party may assign these ToS in its entirety without the other Party's consent in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets. Notwithstanding the foregoing, if Customer is acquired by, sells substantially all of its assets to or undergoes a change of control in favor of a Direct Competitor of MPMX, MPMX is entitled to terminate these ToS in its entirety upon giving notice in writing to Customer.

21.2 MPMX may claim damages subject to deduction of saved expenses and any revenue obtained from alternative use of resources. Subject to the foregoing, these ToS bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

## **22. Non-Impediment**

- 22.1 These ToS are signed on a non-exclusive basis, and each Party is free to enter into similar agreements with third parties or any other type of agreement with the same or similar purpose.
- 22.2 Nothing in these ToS is construed as precluding or limiting in any way the right of MPMX to provide the Services of any kind to any individual or entity, including without limitation performing the Services or developing materials which are similar to and/or competitive with services offered by or the business model of Customer.

### **23. Disputes**

- 23.1 In the event of Dispute, the Parties endeavor to find an amicable solution through named contact persons before taking litigation.
- 23.2 If no amicable solution is reached, the matter is escalated to the top management level of each Party. If the Parties are unable to resolve the Dispute through such escalation, any Dispute, controversy, or claim arising out of or relating to these ToS, including its formation, validity, interpretation, performance, breach, or termination, is submitted to the exclusive jurisdiction of the competent courts in Karlsruhe, Germany. These ToS and any Dispute arising out of or relating to it are governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to its conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded from application to these ToS.

### **24. Final Provisions**

- 24.1 These ToS comprise all arrangements between the Parties and supersedes all previous ones between the Parties governing the same subject-matter.
- 24.2 All arrangements modifying, supplementing, terminating or concretizing these ToS, and any warranty or understanding, must be agreed and signed by the Parties in writing. An electronic signature made via an industry recognized third-party electronic signature capture service provider is considered as an original signature for all purposes and has the same force and effect as an original, wet-ink signature. Unless mandatory law provides otherwise, simple text form does not satisfy the written form requirement.
- 24.3 If any provision of these ToS is invalid, illegal or unenforceable in any applicable jurisdiction, such invalidity, illegality or unenforceability does not affect any other provision of these ToS or invalidate or render unenforceable such provision in any other jurisdiction. To the extent possible, any such provision is interpreted as closely as possible to the intended economic purpose of the invalid provision. The same applies *mutatis mutandis* to any gaps in these ToS. Regarding any remaining invalid provisions or gaps, the Parties agree on a provision as close as possible to what they would have agreed if they had known the chosen language was invalid or had a gap.
- 24.4 No failure or delay by each Party in exercising any right under these ToS constitutes a waiver of such right.
- 24.5 The Parties are independent contractors, and these ToS do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Each Party is solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**These Terms of Service are effective as of the date of publication. Last updated: 01 May 2026.**