

## Scope of Service

Services: Provision of "Bee360 as a Service" (Software as a Service - SaaS) with 10 users within IT as well as affected business units (limited to processes in IT management and one productive Bee360 tenant).

Bee360 retains the perpetual worldwide non-exclusive, royalty-free right to further develop, distribute, and grant rights of use to third parties for all customizations, whether created by the customer or Bee360 employees.

SaaS fee: 1,666.00 € per month

Included modules:

- Strategy Execution** captures the corporate strategies, which are broken down to the projects via initiatives.
- Budgeting, Forecasting and Charging** supports global budgeting and forecasting for the IT department including actual controlling including product costing, quantity upload, fiscal year planning.
- Service Orchestration** provides unified order management for all IT services as well as workflows for status reporting and change management.
- Contract and Suppliers** collects uniform contract data worldwide and links it to suppliers, projects and services as well as real invoice data.
- Project Execution** provides unified order management for all IT projects (internal IT and business customers) as well as status reporting and change management workflows.
- Enterprise Architecture** is an integrated high-level approach to link value chains and processes with business objects, roles, IT systems, and other architecture-relevant objects.
- Demand-to-Release** manages the change requests to the business processes and the Enterprise Architecture. Once these are approved, the changes are implemented and delivered with the change and release processes included.
- Governance Risk and Compliance** provides Steering of compliance issues linked to the other areas.
- Organization and Resources** provides capacity planning and balancing views, as well as workforce planning (Head Count/FTE Planning) and rate calculation.

SaaS duration: The start of the contract is the day of the order. The SaaS duration is one month and is automatically extended by a further month unless the



contractual relationship is terminated in writing by the end of the contractual month.

After expiry of the SaaS duration, all rights of use or access with regard to the SaaS environment shall expire.

Remark: All 3rd party products used at this time are subject to their respective license terms. These 3rd party products are either royalty-free or included in the Bee360 license price. 3rd party products may be added and/or removed in the course of product development for new program versions. In case of a future separate license obligation of 3rd party products used in the license, Bee360 will inform the customer in advance.

Remark SaaS: The hardware, database and operating systems as well as 3rd party products required to run Bee360 on the server are provided as a service. The customer only needs standard, up-to-date browsers and a sufficiently powerful Internet connection for remote access to the SaaS environment.

Hierarchy of validity:

- 1) This order
- 2) General SaaS Terms and Conditions
- 3) General Terms and Conditions and Purchasing Conditions of the Customer

Payment terms: 30 days after order placement without deduction of discount

VAT: All above prices are exclusive of the applicable value added tax.

Final-provisions: Should any provision of this agreement be or become invalid or contain a loophole, this shall not affect the legal validity of the remaining provisions. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes as close as possible to the economic purpose intended by the parties; the same shall apply in the event of a loophole.

Amendments and additions to this agreement require the written consent of both contracting parties; this also applies to this clause requiring written form.

German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods. Exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is Karlsruhe. Bee360 GmbH is also entitled to assert any claims against the customer at his registered office or before any other court having jurisdiction according to the general regulations.