

Terms and Conditions of TOPIX Asia Co., Ltd.

Contents

Part A General Provisions

Part B Special Provisions for Temporary Use in the Cloud (SaaS)

Part C Special Provisions for Temporary On-Premises Use (Rental)

Part D Special Provisions for Support and Maintenance Services (Support and Maintenance)

Part E Special Provisions for the Provision of Other Services (Other Services)

Part F Special Provisions for Permanent On-Premises Use (Purchase)

Part A General Provisions

1. Scope of Application

1.1. These Terms and Conditions of TOPIX Asia Co., Ltd., 77110 Prachuap Khiri Khan, Hua Hin, 12/430 Pracha Samakkhi ("TOPIX Asia"), apply to all contractual relationships with the respective contractual partner of TOPIX Asia ("Customer").

1.2. These Terms and Conditions apply exclusively to natural and juristic person as well as all legal persons under governing law unless expressly stipulated otherwise.

1.3. These Terms and Conditions do not apply to orders based on public procurement or restricted tendering.

1.4. This Part A contains general provisions and applies to all contracts covered by the substantive scope of Clauses 1.4.1 to 1.4.3. Parts B to F contain special provisions and apply only if the services described therein are contractually agreed upon. The substantive scope of these Terms and Conditions relates to:

1.4.1. the provision of standard software, i.e., software developed for the needs of a plurality of customers, including any customization programming (hereinafter "TOPIX"), either

- as a service for temporary use in the cloud ("SaaS") (Part B) or
- for temporary use in IT infrastructure operated within the customer's sphere ("Rental") (Part C) or
- for unlimited use in IT infrastructure operated within the customer's sphere ("Purchase") (Part F);

1.4.2. the provision of support and maintenance services for or in connection with TOPIX ("Support and Maintenance") (Part D);

1.4.3. the provision of other services in connection with TOPIX ("Other Services") (Part E).

1.5. These Terms and Conditions apply in their respective current version to future business relationships with the customer, even if there is no express reference when concluding future contracts.

1.6. TOPIX Asia is entitled to amend these Terms and Conditions. TOPIX Asia Co., Ltd. will communicate the changes to the customer in writing. If the customer remains silent or does not object within six weeks after receiving the notification of changes in writing, the changes will take effect, provided that TOPIX Asia has expressly pointed out this consequence in the notification of changes. If the customer objects within the deadline, the changes will not become part of the contract.

1.7. TOPIX is designed with regard to the legal framework conditions (e.g., program functions with tax-related aspects) for use in Germany, Austria, Thailand and Switzerland. Deviating purposes of use must be expressly confirmed in writing by TOPIX Asia in advance.

2. Basis of the Contract

2.1. The basis of the contract consists of the following documents:

- Confirmation of the customer's offer by TOPIX Asia
- Maintenance agreement
- These Terms and Conditions
- Legal provisions

2.2. In case of any ambiguity, difference, discrepancy, inconsistency or conflicts between the contract bases listed above, the hierarchy is determined by the descending order of listing. In the event of conflicts between contract bases of equal rank or within one contract base, the more specifically described provision shall prevail. There is no contradiction in the aforementioned sense if a lower-ranking contract base merely supplements or specifies a previous one.

2.3. These Terms and Conditions exclusively apply to all contractual relationships. Deviating, conflicting, or supplementary terms and conditions of the customer become a part of the contract only if TOPIX Asia has expressly agreed to their validity. Any reference by the customer to the applicability of the customer's terms and conditions is rejected.

2.4. In individual cases, agreements made with the customer (including side agreements, supplements, and changes) take precedence over these Terms and Conditions. The content of such agreements is decisive, subject to contrary evidence, based on a contract in writing or a confirmation from TOPIX Asia in writing.

2.5. Legally relevant statements and notices from the customer regarding the contract (e.g., setting deadlines, reporting defects, withdrawal, or reduction) must be made in writing, unless these Terms and Conditions or the underlying contract provide for another form requirement. Legal form requirements and additional evidence, especially in case of doubts about the legitimacy of the declarant, remain unaffected.

2.6. If the customer has commissioned the AI-based processing of documents, they acknowledge the additional provisions of Rossum in the latest version, available at <https://rosum.ai/terms/>.

3. Conclusion of the Contract

3.1. The offers from TOPIX Asia are non-binding unless expressly designated as binding by TOPIX Asia.

3.2. A customer's order, qualifying as an offer to conclude a contract, can be accepted by TOPIX Asia within 14 days after receiving the offer. Acceptance can be communicated either in writing (e.g., by sending an order confirmation) or by providing the service.

3.3. TOPIX Asia is not obligated to verify the accuracy and/or legal conformity of the customer's specifications and/or requirements. The customer is responsible for selecting services that are suitable for their needs and purposes.

3.4. If the customer's requirements are not yet apparent from the contractual agreement, TOPIX Asia is entitled, upon request and with the customer's support, to detail the task and, for a separate fee, create a specification document ("Functional Specification"). The creation of a Functional Specification can also be commissioned by the customer separately from a planned contract conclusion.

3.5. The Functional Specification constitutes a binding specification for TOPIX Asia's further work. The Functional Specification can be changed or supplemented during the contract fulfillment in coordination with the customer. If TOPIX Asia recognizes that the task is flawed, not clear, or not feasible with reasonable effort, TOPIX Asia informs the customer. If the customer requests a change in whole or in part, TOPIX Asia may demand a reasonable adjustment to the contract terms, especially an increase in compensation or a postponement of agreed-upon deadlines. If the requested change unreasonably affects TOPIX Asia, TOPIX Asia has the right to terminate the creation of a Functional Specification immediately. If a contractual relationship underlies the creation of a Functional Specification, TOPIX Asia may terminate that as well.

4. Payment Terms

4.1. The payment terms are outlined in the confirmation (see Clause 3.2). Unless otherwise agreed in writing, the agreed compensation is due for payment immediately upon receipt of the invoice without deduction. Recurring payments for ongoing obligations are to be made in advance.

4.2. In the case of recurring payments, TOPIX Asia is entitled to change the compensation with a notice period of 30 days, which can be provided by email, especially to adjust it to the general price development. This applies even during any agreed minimum term. If the increase exceeds 10% within a calendar year, the customer may terminate this agreement in writing with a notice period of two weeks before the increase. Otherwise, the contractual relationship continues with the modified compensation.

4.3. Invoicing is done electronically.

4.4. All prices are exclusive of the applicable statutory value-added tax.

4.5. The customer is not entitled to offsetting or withholding, unless the respective claim of the customer has either been legally determined or TOPIX Asia has acknowledged it in writing.

4.6. In case of the customer's default in payments, TOPIX Asia, without prejudice to other rights, is entitled to suspend the delivery of products (or referred as "hardware") and services to the customer, especially time-limited services and maintenance services, until the customer has made all due payments to TOPIX Asia. For recurring payment obligations of the customer, the aforementioned right to suspend services exists when the customer is in default with more than 50% of an average monthly fee. Other legal rights of TOPIX Asia remain unaffected. The exercise of the aforementioned right of retention does not exempt the customer, even partially, from fulfilling overdue and ongoing payment obligations.

5. Retention of Title

Until full payment is received, ownership of delivered hardware remains with TOPIX Asia. In the event of the resale of already delivered hardware, the customer (or referred as "reseller") hereby assigns his claim from the resale against his customer, along with all ancillary rights, to TOPIX Asia as collateral, without the need for any further specific declarations. The customer (i) hereby agrees to execute written agreement with TOPIX Asia, if required by governing law, to be bound by the terms contained in this Clause and (ii) agrees to cause his customer to accept the ownership of TOPIX Asia in the delivered hardware.

6. Usage Rights

6.1. The customer is granted a simple, non-exclusive, and spatially unrestricted right to use TOPIX and any additional software as agreed at the time of contract conclusion. Furthermore, the granting of usage rights depends on the type of use agreed upon with the customer (see specific conditions in Parts B, C, and F of these Terms and Conditions).

6.2. The customer is not authorized to sublicense or otherwise transfer his usage rights, whether for a fee or free of charge.

6.3. In addition, the customer may not modify, decompile, or disassemble TOPIX directly or indirectly, nor may the customer authorize third parties to do so.

6.4. The customer is allowed to copy TOPIX in whole or in part onto data carriers only to the extent necessary for data backup.

6.5. The customer is prohibited from selling the user account associated with TOPIX to third parties or transferring it to a third party, whether for a fee or free of charge, or in any other way transferring the user account to a third party.

6.6. Third-party software included in TOPIX (listed in the program menu item "About TOPIX"), especially the database software, may only be used in connection with the other components of TOPIX and may not be separated from it.

6.7. The customer acknowledges all copyrights, patent rights, petty patent rights, trademarks, trade secrets and other intellectual property rights ("the intellectual property rights") of TOPIX Asia and third parties related to TOPIX and undertakes not to infringe on these rights. The customer may not perform actions or permit third parties to perform actions that would devalue or be in contradiction with the intellectual property rights of TOPIX Asia or its licensors or suppliers. The customer may not omit to perform actions or permit third parties to omit to perform actions whose omission would have the same effect or nature.

7. Customer Obligations

7.1. The licensing ("registration") of TOPIX is done by entering a licensing code or access credentials. This establishes a user account for the customer on the servers of TOPIX AG, which is associated with TOPIX. The use of TOPIX is not possible without an associated user account. Registration of TOPIX is only possible once. For quality assurance and support purposes, technical and statistical data (e.g., installed program version, used user exits, number of records) are transmitted to TOPIX AG in Germany and the customer consents to such transmission. When transmitting of the such data to TOPIX AG in Germany, TOPIX Asia will ensure that appropriate measures are in place for compliance with applicable data protection laws in relation to transfer of Data to TOPIX AG in Germany in accordance with the applicable law in Thailand.

7.2. Upon receipt, the customer shall inspect the hardware and software components provided to him for completeness and obvious defects, and shall raise corresponding objections immediately in writing to TOPIX Asia. Hidden defects must be reported in writing immediately upon discovery. In the field of contract for work and services, provided software components are considered accepted if this inspection and objection obligation is violated.

7.3. TOPIX includes the option to back up data files created by the customer in TOPIX. To avoid damage, the customer is responsible for creating and archiving a continuous backup of data files created with TOPIX in accordance with generally recognized technical standards.

7.4. The customer is obligated to provide the necessary and reasonable cooperation services for the successful implementation of other services as his own obligation.

8. Warranty

8.1. The customer's rights are governed by statutory provisions, unless these terms and conditions specify otherwise or a different agreement has been made with the customer in individual cases.

8.2. Performance presentations, especially on the TOPIX Asia website and at the customer's location, are non-binding, unless otherwise agreed in writing in individual cases.

8.3. No warranty is provided if the customer's system environment deviates from the one described at <https://topix.asia/en/technology/system-requirements.html>, and the claimed defect would not have occurred without this deviation. The currently published system requirements apply. Similarly, user errors, unauthorized changes or adaptations to TOPIX, and/or contractual misuse are not covered by the warranty.

8.4. Warranty is only provided for the most current version of TOPIX made available to the customer.

8.5. If, during the resolution of an error reported by the customer as a defect, it is found that there is no defect or the error is not attributable to TOPIX Asia, TOPIX Asia is entitled to reimbursement of the costs and expenses incurred for the resolution.

9. Liability

9.1. In the event of breaches of duty, TOPIX Asia is liable according to statutory provisions, unless otherwise stipulated in these Terms and Conditions or other agreements with the customer.

9.2. TOPIX Asia is only liable to the customer for willful intent, intent, and gross negligence. Furthermore, TOPIX Asia is also liable for simple negligence in the case of

- damages resulting from the violation of life, body, or health,
- the violation of a material contractual obligation; in this case, TOPIX Asia's liability is limited to the replacement of the foreseeable, typically occurring damage. Material contractual obligations are those obligations whose fulfillment enables the proper execution of the contract and on whose compliance the customer has relied on and may rely on. Claims of the customer based on warranties assumed by TOPIX Asia and the Thai Product Liability Act remain unaffected.

9.3. Claims for damages by the customer against TOPIX Asia shall be barred after one year from the accrual of the claim, unless statutory regulations prescribe deviating periods. In the cases mentioned in Clause 9.2, however, the statutory limitation periods apply.

9.4. Liability for the loss of data or programs attributable to TOPIX Asia is limited to the typical restoration effort that would have occurred with regular and risk-appropriate creation of backups. A daily backup is considered the minimum standard. Additionally, the customer is required to perform an additional, timely, and complete data backup before each maintenance service provided by TOPIX Asia. The customer bears the risk of the necessary data backup.

9.5. TOPIX Asia is not liable for indirect or consequential damages, loss of profit, and unrealized savings.

9.6. To the extent legally permissible, TOPIX Asia excludes all warranties of merchantability, fitness for a particular purpose, freedom from viruses or other harmful elements, accuracy, reliability, availability, non-infringement of third-party rights, and timeliness.

9.7. The aforementioned exclusions of Clause 9 of liability also apply to the actions of legal representatives, vicarious agents, and subcontractors of TOPIX Asia.

9.8. For contracts concerning the temporary use of TOPIX, liability for defects (guarantee liability) is excluded. The customer shall not be entitled to a refund of any fees, price or other kind of compensation in this defects respect.

9.9. For contracts concerning the temporary use of TOPIX, the customer's right to terminate the contract due to non-provision of use or provision in a condition not suitable for use under Section 548 of Thai Civil and Commercial Code ("CCC") is excluded unless the production of the contractual use is deemed to have failed.

9.10. Force majeure events preventing the timely provision of services release TOPIX Asia from its obligation to provide services affected by force majeure for the duration of the force majeure impact and, additionally, for a reasonable period for resuming services. Deadlines are extended in this case by the aforementioned period. Events of force majeure include, in particular, fire, explosion, flood, war, sabotage, blockade, strikes, embargo, labor disputes, pandemics, and governmental measures related to the aforementioned events or other cause beyond its reasonable control, for which TOPIX Asia is not responsible. In such cases, the customer's claims for damages are excluded.

9.11. TOPIX Asia is not responsible for the functionality and availability of software, hardware, other components, and services provided by the customer or obtained from third parties. Furthermore, TOPIX Asia is not responsible for the interoperability of TOPIX with the customer's IT system if the customer does not comply with the system requirements specified by TOPIX Asia.

10. Trial License

10.1. TOPIX Asia provides the customer with a time-limited trial license for TOPIX free of charge upon request. This license is solely for testing TOPIX in a test environment with the maximum functionality. The customer is aware that this functionality may not correspond to the functionality of the services later ordered by them. The use of the trial version with real data is prohibited.

10.2. At the end of the trial phase, the trial license, including the administrator identification, all user identifications, and all content deposited by the customer, will be deleted.

11. Subcontractors

11.1. TOPIX Asia is entitled to have the contractually agreed services performed by subcontractors or to obtain them from subcontractors. The fault of a subcontractor is equivalent to the fault of TOPIX Asia (Section 607 of TCCC).

12. Duration and Termination

12.1. The term of a contract is specified in the confirmation or, subsidiarily, in the offer. If nothing is agreed there, any ongoing contractual relationships have a minimum term of 24 months. The minimum contract period begins with the due date of the remuneration for the services initially provided within the framework of ongoing contractual relationships. At the end of the minimum term, the contract is automatically extended for an additional 12 months ("Extension Period"), unless terminated by either party with a notice period of 3 months before the end of the minimum term or an Extension Period.

12.2. During a minimum term or Extension Period of an ongoing contractual relationship, partial terminations regarding individual separable software products or functionalities are only permissible at the end of the respective contract term.

12.3. The right of the contracting parties to terminate for good cause without observing a notice period remains unaffected. A significant reason for TOPIX Asia includes, in particular:

- a) The customer culpably violates an obligation under these provisions and fails to remedy the violation despite a warning with a reasonable deadline for rectification.
- b) Insolvency proceedings and/or business rehabilitation process are opened over the customer's assets or the opening of proceedings is imminent.
- c) The customer is in default with the payment of the remuneration for two consecutive dates or, within a period extending over more than two dates, is in default with the payment of the remuneration in an amount that reaches the remuneration for two months.
- d) TOPIX Asia can no longer provide essential services for reasons not within its control, especially if the cloud third-party service provider no longer provides its services or does so inadequately, and no remedy can be achieved despite best reasonable efforts.

12.4. In the event of termination for cause without observing a notice period, TOPIX Asia is entitled to immediately block the customer's access to TOPIX.

12.5. Upon termination of an ongoing contractual relationship, the customer's access to TOPIX and its stored and processed data is terminated. The customer is aware that TOPIX Asia will not have any means of data recovery afterward. The data entered by the customer and stored in TOPIX will be permanently deleted as of the termination date. The customer is responsible for timely backing up their data using the provided options.

12.6. Any termination requires written form to be effective.

13. Data Protection, Confidentiality

13.1. TOPIX AG and TOPIX Asia ensure the data protection security of the customer's data and complies with the Personal Data Protection Act B.E. 2562 (2019) (PDPA) and Privacy Policy of TOPIX Asia including the applicable legal provisions on data protection, especially the Federal Data Protection Act (BDSG), and the EU General Data Protection Regulation (GDPR).

13.2 The customer agrees to disclose personal data to TOPIX Asia. Such data might be both individual data and/or employee-related data of the customer. The customer agrees and authorizes TOPIX Asia to collect, use, store and/or otherwise process relevant personal data and agrees that TOPIX Asia may share such data with its related companies and employees and/or third parties if so and to the extent required for the performance of tasks under these Terms and Conditions. The customer indemnifies TOPIX Asia and its related entities or assigned cooperation partners against any and all claims resulting from the collection and handling of such personal data.

13.3. The customer will treat all business and operational secrets of TOPIX Asia that become known within the scope of the business relationship confidentially and will not disclose them to third parties. The customer will also impose this obligation on its employees.

14. Self-Declaration and Audit

14.1. During the term of this contract, TOPIX Asia is entitled to request a self-declaration from the customer (e.g., by answering a questionnaire) or conduct an audit.

14.2. Audits can be conducted at any time and without specific cause, but not more than once per calendar year, with a reasonable advance notice of at least 14 calendar days, in the presence of concrete suspicions of contractual violations (e.g., use of TOPIX beyond the contractually agreed scope). To verify compliance with the contract, a third party commissioned by TOPIX Asia, who is professionally bound to confidentiality, may enter the customer's premises during regular business hours, inspect business documents within the scope of applicable data protection laws, and gain access to IT systems, including their configuration, and make copies. The third party will only inform TOPIX Asia whether and to what extent there is/was a contractually non-compliant behavior. The customer will fully cooperate during an audit and provide all necessary information. Each party bears its own costs arising from a self-declaration or an audit. However, if it is determined that there is a contractual violation, the customer bears all costs, including any compensation claims.

14.3. If it is determined during the self-declaration that TOPIX is being used beyond the agreed scope, the customer is obligated to make an additional payment, at least in the amount of the remuneration for the components used beyond the contractually agreed scope, according to the current price list. Further claims are reserved.

15. Final Provisions

15.1. The assignment of claims against TOPIX Asia is excluded.

15.2. The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship with the customer is the Thai court. However, TOPIX Asia is free to file a lawsuit at the general place of jurisdiction of the customer.

15.3. The contractual relationships are governed by the laws of the Kingdom of Thailand, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

15.4. Should any provision of these Terms and Conditions or any other contractual agreement with the customer be or become invalid, the validity of the remaining provisions shall remain unaffected.

Part B Special Provisions for Temporary Use in the Cloud (SaaS)

The special provisions in this section apply to contracts for the provision of software as a service for a limited time through internet access in the cloud ("TOPIX Cloud"). In the case of cloud programs and Software as a Service ("SaaS"), the software products and IT infrastructure are operated by an external IT service provider and are temporarily utilized by customers as a service. The customer gains access to TOPIX, either hosted on servers owned by TOPIX Asia or on servers provided by third-party vendors.

1. Usage Rights and Services

1.1. The customer is granted a time-limited right to use TOPIX for the duration of the contract.

1.2. During the contract period, the customer may access the contracted services over internet access and utilize the functionalities associated with TOPIX through a suitable application in accordance with the contract. The customer does not acquire any additional rights, especially to TOPIX or the infrastructure in the data center.

1.3. The customer is allowed to use TOPIX for their own purposes, process their data, and store it within the agreed scope. The customer shall not use TOPIX Cloud directly or indirectly for purposes that are illegal or prohibited by applicable law, contract terms, or any agreements or provisions between the customer and the operator of TOPIX Cloud's underlying cloud services ("Cloud Third-Party Provider"), or engage in actions or omissions that are detrimental to TOPIX Asia or the respective Cloud Third-Party Provider or supplier in any way.

1.4. The software, computing power required for usage, and storage space for data within the contractually agreed scope are provided by TOPIX Asia or a data center commissioned by them. The customer's assigned system area is protected against third-party access.

1.5. The customer's internet access is not part of this contractual relationship. The customer is solely responsible for the functionality of their internet access, including transmission paths and their own end device.

1.6. TOPIX Asia transmits to the customer the access data required for software usage for identification and authentication. The customer is not allowed to provide these access data to third parties.

1.7. The customer acknowledges:

- a) the Microsoft Customer Agreement in its current version, available at <https://www.microsoft.com/licensing/docs/customeragreement>;
- b) that, for technical reasons, TOPIX Asia has access to the system area assigned to the customer in TOPIX Cloud, including TOPIX, with admin rights.

2. Payment Terms

The compensation is determined based on the requested services and is specified in the confirmation or maintenance order. If the scope of services increases (primarily the number of users, the size of the provided storage space, the performance and/or availability of the application, as well as user support), the compensation automatically adjusts. The temporary continuation of the previous compensation does not exempt the customer from reimbursing the resulting difference.

3. Customer Obligations

3.1. The customer commits to implementing adequate security measures in connection with accessing and using TOPIX, especially ensuring that their devices with internet access have up-to-date antivirus protection in each current version.

3.2. The customer prevents unauthorized third-party access to TOPIX. They also obligate their employees to comply with this duty.

3.3. The TOPIX cloud may only be used for the contractually agreed-upon purpose. Any usage beyond this scope is prohibited and requires prior approval from TOPIX Asia, which must be in writing.

3.4. The customer is not allowed to use the TOPIX cloud in situations where a failure or error in the cloud could lead to death or serious bodily harm, or cause material or environmental damage. In particular, the customer may not use the TOPIX cloud in connection with mass transportation of people in planes or other means of transportation, nuclear power or chemical plants, or life-support medical devices or permit others to do so.

3.5. The TOPIX cloud may only be used within the usual scope. Excessive use of the TOPIX cloud, i.e., usage beyond what is normal for the customer's regular business activities, is not allowed. The customer is liable in case TOPIX Asia incurs damages due to excessive usage.

3.6. The customer is obligated to collaborate with TOPIX Asia or companies commissioned by it in reasonable investigations of TOPIX cloud outages, security issues, and suspected contract violations.

3.7. The customer must inform TOPIX Asia within 5 business days of any significant complaints or recommendations they may have regarding the TOPIX cloud.

3.8. In the event that TOPIX Asia installs software components in the TOPIX Cloud at the customer's request, the customer ensures that they have sufficient usage rights to the software components and that, by transmitting and installing them, no rights of third parties are violated. Furthermore, the customer must ensure that the transmitted software components are free of malware.

4. Penalty Clause

4.1. If the customer culpably violates their obligation not to enable unauthorized third parties to use the software, a contractual penalty in the amount of three times the monthly fee is incurred.

4.2. The pursuit of further claims, including those under copyright law, and especially other claims for damages, is reserved in all cases.

5. Warranty Claims and Customer's Right of Termination

5.1. The rectification of software errors is carried out within the framework of the services agreed upon in the maintenance contract and these Terms and Conditions. The warranty claims are subject to the law governing rental defects.

5.2. The customer is aware that components of TOPIX Cloud are provided by third-party cloud service providers, upon whom TOPIX Asia relies and over whom TOPIX Asia has no control. TOPIX Asia does not guarantee the ability of the cloud service provider to maintain continuity of the cloud, or its reliability, creditworthiness, or solvency.

5.3. TOPIX Asia is not liable for damages suffered by the customer, the cause of which lies with a cloud service provider, unless the damage is based on a circumstance for which TOPIX Asia is responsible.

5.4. The customer is aware that TOPIX Cloud is not uninterrupted, error-free, and completely secure. The customer acknowledges that there are inherent risks to internet connection technology that could lead to the loss of privacy, confidential information, and property, as well as insufficient availability and/or responsiveness and latencies. The customer should take all reasonable precautions to reduce such risks. The customer agrees that the choice and suitability of TOPIX Cloud are their responsibility. Any additional services that may be provided, but to which TOPIX Asia or the relevant third-party cloud service provider is not obliged to deliver, may incur additional costs.

5.5. The customer is aware that uninterrupted access to TOPIX Cloud cannot be guaranteed. In particular, delays, disruptions, and/or interruptions by TOPIX Asia or the cloud service provider, or temporary suspension of access, may occur in the following cases:

- a) Complying with a legal or regulatory obligation or a request or order from a competent law enforcement, judicial, governmental, supervisory, or regulatory authority.
- b) If there are sufficient grounds to believe that the customer is using TOPIX Cloud in violation of a provision of the contractual relationship, especially reselling, providing, or using services by the customer.
- c) If the customer does not cooperate with TOPIX Asia's reasonable investigation of a suspected contract violation.
- d) If there are sufficient grounds to believe that the customer has or will act in a fraudulent, unlawful, or criminal manner that could be harmful to TOPIX Asia, a licensor, or supplier, especially the cloud service provider.
- e) In the event of force majeure.
- f) In the case of a breach of contractual, legal, regulatory, statutory, or administrative obligations by the customer.
- g) At any time, as expressly permitted by these provisions.
- h) If TOPIX Asia is informed by the customer or has reason to believe that the administrative login credentials used for access/ordering TOPIX Cloud are compromised.
- i) In case of interruptions in the services to be provided by the cloud service provider.
- j) Due to technical changes, maintenance, data backups, updates, or upgrades, as well as error corrections required for proper or improved operation, or as requested by the customer.
- k) In unforeseeable and uncontrollable simultaneous access to the server by the customer and other contracting parties of TOPIX Asia (such as OCR services, CTI telephony integration, etc.) and other circumstances not attributable to TOPIX Asia.

5.6. In the event of an interruption for any of the reasons mentioned above, TOPIX Asia and its licensors and suppliers, especially the cloud service provider, are not liable for losses or damages resulting from the interruption or in connection with it. The interruption of access to TOPIX Cloud does not release the customer from their obligation to pay.

6. Indemnification

6.1. If TOPIX Asia or its licensors and suppliers, especially the respective third-party cloud service provider whose cloud services are provided under the contract, are faced with a third-party legal claim arising from the actual or alleged negligence, infringement of rights, or violation of the customer's obligations under this contract, the customer is obligated to bear the costs of defense (including reasonable attorney fees) against such claim and any amounts of damages, fines, or other liabilities imposed on the indemnified parties as a result of the claim.

6.2. The obligations under this section include claims arising from actions or omissions of the mentioned entities and all individuals who, due to the customer's failure to take reasonable security measures, gain access to TOPIX Cloud, even if the actions or omissions have not been authorized by the customer. The customer is also responsible for paying reasonable attorney fees and other expenses that may arise in connection with disputes.

7. Data Protection and Confidentiality

7.1. If the customer intends to store or process personal data in TOPIX Cloud, they acknowledge and accept all risks associated with the use of TOPIX Cloud.

7.2. The customer must ensure that, as the data controller, they obtain all necessary consents and, if applicable, permissions from data subjects concerning the processing of their personal data, to the extent required for the use of TOPIX Cloud.

7.3. The customer is obligated to indemnify, defend, and hold harmless TOPIX Asia and its licensors and suppliers, especially the respective third-party cloud service provider, from any losses or damages arising from or in connection with a breach of applicable data protection laws related to the use of TOPIX Cloud; such obligations persist beyond the termination or expiration of the contractual agreement.

Part C Special Provisions for Temporary On-Premises Use (Rental)

The special provisions in this section apply to contracts involving the provision of TOPIX for temporary on-premises use (rental) in an IT environment operated within the customer's sphere.

The customer acquires a simple, temporally limited right of use for TOPIX.

1. Warranty

1.1. The rectification of software errors is carried out within the scope of the services agreed upon in the maintenance contract and these Terms and Conditions. The warranty claims are subject to the legal provisions for rental contract defects.

1.2. TOPIX Asia is entitled to block access to TOPIX in the presence of a significant reason. A significant reason exists, in particular:

- a) When there is a legal or regulatory obligation or a request or order from a competent law enforcement, judicial, governmental, supervisory, or regulatory authority to comply with.
- b) If there are sufficient reasons to believe that the customer is using TOPIX in violation of a provision of the contractual relationship, especially reselling, providing, or using TOPIX services for clients.
- c) If the customer does not cooperate with TOPIX Asia's reasonable investigation into a suspected breach of the contract.
- d) If there is sufficient reason to believe that the customer has or will act in a fraudulent, unlawful, or criminal manner that could be harmful to TOPIX Asia or a licensor or supplier.
- e) In the event of a breach of contractual, legal, regulatory, statutory, or administrative obligations by the customer.
- f) At any time, to the extent expressly permitted by these provisions.
- g) If TOPIX Asia is informed by the customer or has reason to believe that the administrative login credentials used to access TOPIX are compromised.

Part D Special Provisions for Support and Maintenance Services (Support and Maintenance)

The special provisions of this section apply to contracts for the provision of support and maintenance services for or in connection with TOPIX.

They are always applicable for temporary use in the cloud (SaaS) as well as for temporary on-premises use (Rental). They also apply to unlimited on-premises use (Purchase) if a corresponding maintenance contract has been concluded.

TOPIX Asia provides support and the functional and technical development of TOPIX. The content and scope of support and maintenance services are regulated in the maintenance agreement.

1. Services

1.1. TOPIX Asia undertakes the maintenance of TOPIX. In the absence of further agreements, TOPIX Asia provides the following services ("Maintenance Services"):

- a) Provision of the latest program version ("Update"),
- b) Consultation and support for software errors, as well as
- c) Brief advice ("Support") in connection with the application of TOPIX via telephone ("Hotline") or electronic communication.

1.2. The scope of services is based on the agreements in the maintenance agreement. The maintenance services to be provided by TOPIX Asia exclusively relate to TOPIX. Third-party products - except for updates to the database software included in the scope of TOPIX - are not part of the maintenance services, even if they are delivered together with TOPIX.

1.3. TOPIX Asia provides maintenance services for TOPIX interfaces only with respect to the interface settings of TOPIX. If the customer requests services related to the integration of third-party software via this interface (e.g., consulting at the development level), these services are to be remunerated separately on a time and material basis.

1.4. TOPIX Asia is entitled to change and adapt the content of the maintenance services, including the provided software, at its reasonable discretion, especially in the case of technological advancements. The customer will be informed at least one month before the change. In the case of significant changes, the customer has a special termination right with a notice period of two weeks before the change date.

2. Performance Requirements

2.1. The provision of maintenance services requires that the customer meets the system requirements currently published at www.topix.de/systemanforderungen.

2.2. TOPIX Asia is not obligated to provide maintenance services in the case of unauthorized changes or independent adjustments to TOPIX by the customer and/or its contractually non-compliant use.

2.3. TOPIX Asia is only obliged to provide maintenance services for the latest stable version of TOPIX ("Stable-Release") provided to the customer, unless agreed otherwise. Pre-versions of TOPIX ("Beta-Releases") are still in development and are only provided upon the explicit request of the customer. TOPIX Asia is not obliged to provide maintenance services for Beta-Releases and is not liable for damages suffered by the customer as a result of using Beta-Releases.

2.4. The customer is obliged to consult the relevant sections of the documentation before using the support services.

2.5. TOPIX Asia promptly receives all documents, information, and data required for problem analysis upon request from the customer. If the customer violates its duty to cooperate, TOPIX Asia is not obligated to provide the services.

2.6. Furthermore, for proper problem analysis, the customer must ensure that the respective TOPIX Asia employee is granted proper remote data access to the affected workplace, and in the on-premises case, possibly the server computer and TOPIX. Remote accesses may be recorded by TOPIX Asia for quality assurance, problem analysis, and traceability purposes.

2.7. A prerequisite for the provision of maintenance services by TOPIX Asia is that the customer's problem description allows for the reproducibility of the problem.

2.8. The above performance requirements constitute essential contractual obligations of the customer. If the customer breaches its cooperation obligations, TOPIX Asia is not obligated to provide the service.

3. Updates

3.1. TOPIX Asia grants the customer the right to use the latest version of TOPIX, including associated updates of the database software, approved for its configuration. This right is granted to the extent to which the customer was entitled to use the original version of TOPIX. The right of use is limited exclusively to updates and does not include the redevelopment of TOPIX.

4. Consultation and Assistance with Software Errors

4.1. To the extent that TOPIX Asia advises the customer on software errors, performs error diagnostics, or corrects errors, TOPIX Asia is obligated to make efforts to the best of its abilities.

4.2. TOPIX Asia will initially analyze the reported software error. If the identified error can be corrected by the customer, TOPIX Asia will provide guidance to the customer within the scope of support.

4.3. TOPIX Asia will make best efforts to inform the customer whether and, if so, how and by when the error will be corrected or if the customer can circumvent the malfunction.

4.4. If the services for error detection or (attempted) error correction are prompted by circumstances not attributable to TOPIX Asia – especially if the reported software error is not attributable to a TOPIX error – the services provided by TOPIX Asia will be separately remunerated based on time and material.

5. Support

5.1. TOPIX Asia provides the customer with brief advice related to the operation, application issues, or any other complications with TOPIX through a telephone hotline and electronic communication.

5.2. The hotline is available to the customer during the times agreed upon in the maintenance agreement, excluding statutory holidays in Thailand. Accessibility to the hotline may be restricted, especially on so-called nationwide bridge days, during the annual company outing, and during internal training sessions.

5.3. Authorized to receive support are the contact persons designated by the customer in the maintenance agreement. TOPIX Asia is entitled, but not obligated, to consider other individuals calling the hotline and providing the customer number as authorized for support.

6. Maintenance Fee

6.1. The maintenance fee to be paid by the customer for the provision of maintenance services increases with the expansion of the software scope, especially through the purchase or addition of additional software components (e.g., packages, modules, extensions, add-ons, or custom programming) or licenses (e.g., named users). The increase is calculated proportionally from the date of availability.

6.2. In the event of a reduction in the software scope or maintenance service, the maintenance fee will only be considered after the minimum term or an extension period, unless otherwise agreed in the contract. If the removal of once-made individual custom programming for the customer is agreed to reduce the maintenance fee, TOPIX Asia is entitled to compensation for the required effort. If TOPIX Asia decides to incorporate individual custom programming into the standard, the maintenance fee will decrease proportionally after the minimum term or an extension period.

7. Commencement and Duration of the Contract

7.1. Unless otherwise agreed, the contract duration is determined by the term of the temporary use of TOPIX (rental and TOPIX cloud). Otherwise, the contract duration is based on the agreements in the maintenance certificate and automatically extends for one year after the expiration of the minimum contract term if neither party has terminated the contract with a notice period of three months before the end of the minimum term or an extension period.

7.2. For partial terminations of additional services agreed upon in the maintenance certificate, which go beyond the scope of standard maintenance services in the standard maintenance contract, as well as for a reduction in the software scope, the above contract terms and notice periods apply accordingly.

7.3. If custom programming or changes to the license scope are made due to a customer's order, or if changes to the scope of maintenance services (e.g., standard to premium) are agreed upon at the customer's request, a new minimum term of the maintenance contract is triggered, which corresponds to the initial minimum contract term.

7.4. The right of both parties to terminate the contract for cause remains unaffected by the above regulations.

7.5. Any termination must be in writing to be effective.

7.6. Upon termination of the maintenance contract, any right of the customer to use additional software products, such as the meinTOPIX app, also ends.

7.7. If the customer is provided with a separate trial license as part of a premium or exclusive maintenance contract by TOPIX, the customer is obligated to return it to TOPIX Asia upon termination of the maintenance contract. A right of retention is excluded. The customer may use the trial license exclusively for testing new versions of TOPIX but not for productive use.

Part E Special Provisions for the Provision of Other Services (Other Services)

The special provisions in this part apply to project services that are separately agreed upon between the contracting parties.

1. Scope of Services

1.1. All services provided by TOPIX Asia, not already covered by other provisions in these General Terms and Conditions, fall under these special provisions.

1.2. Other services include, but are not limited to, the following:

- a) Customization and/or extension of TOPIX according to the agreed-upon individual requirements of the customer,
- b) Development of new software with documentation based on the customer's specified requirements,
- c) Adjustment of TOPIX to new legal regulations that require completely new functionality or only affect specific industries,
- d) Consulting services,
- e) Training for the customer's employees,
- f) Data recovery and on-site support, and
- g) Additional services and works as agreed upon separately.

2. Payment Terms

2.1. Other services under these special provisions are remunerated based on time and material. The applicable hourly rate can be found in the current price list at the time of ordering, unless otherwise agreed upon in the order confirmation. The price list will be provided upon the customer's request.

2.2. Expenses for on-site appointments (especially travel costs, travel time, and possibly accommodation) are additionally compensable according to the current price list.

2.3. Billing is done in 15-minute intervals.

2.4. Unless otherwise agreed, the remuneration is due for payment as follows:

- a) For custom programming, 50% is due upon order, and the remaining 50% is due upon acceptance. If, within 14 days of delivery, no notice of significant obstacles to acceptance is provided, the customization is considered accepted, and the remaining payment becomes due.
- b) All other services are payable immediately upon receipt of the invoice without deduction.

3. Creation and Customization of Software, Additional Software Products

3.1. Upon provision and full payment, the customer acquires the same usage rights for adjustments and extensions of TOPIX commissioned by them as for the TOPIX license they have commissioned. The same applies to newly created software components unless otherwise agreed. The customer is aware that the services commissioned by them may not be usable without a valid TOPIX license and, in the case of further development of TOPIX, may no longer be usable.

3.2. Regarding any provided additional software products such as "meinTOPIX" and TOPIX apps for mobile devices, the customer has no entitlement to their scope of services and behavior being identical to TOPIX. This applies to both standard components of TOPIX and individual customization developments.

3.3. The prerequisite for the creation and customization of TOPIX is that the customer uses the system environment described at www.topix.de/systemanforderungen and the latest version of TOPIX available to them.

3.4. Unless otherwise agreed, the specification of individually created or adapted software is the responsibility of the customer. Consulting services are only owed by TOPIX Asia for separate remuneration and if the service has been expressly agreed upon.

4. Testing and Repair of Data

4.1. If the customer commissions TOPIX Asia with the testing or repair of data, TOPIX Asia is liable only for the free repetition of the service in case of loss of data transmitted to TOPIX Asia. The same applies to errors in technical equipment leading to a modification of the data.

4.2. The customer is responsible for ensuring that transmitted data can be reconstructed in case of loss at TOPIX Asia. The customer will provide TOPIX Asia with the data necessary for repeating the service.

Part F Special Provisions for Permanent On-Premises Use (Purchase)

Upon delivery and full payment of TOPIX, the customer, in the case of purchasing the software, acquires a simple, permanent right to use the software.

1. General and Warranty

1.1. Newly acquired TOPIX software initially runs for a minimum of 30 days from the provision. The customer receives an unlimited activation immediately after full payment. This applies to the initial delivery of TOPIX as well as any extension and update deliveries. In the case of installment payments, the customer may receive ongoing time-limited activations corresponding to payment receipts.

1.2. In cases where TOPIX Asia sources products or services from third parties, TOPIX Asia carefully selects its own suppliers. If, despite best efforts and without fault on the part of TOPIX Asia, it is not possible to deliver TOPIX to the customer due to non-delivery by the suppliers, both parties are entitled to withdraw from the affected purchase contract. In such a case, TOPIX Asia will promptly notify the customer and refund any consideration received.

1.3. The warranty period for software purchases is one year from the provision of TOPIX.

Hua Hin, April 2023