#### License terms for the easyQuorum for Microsoft Teams application ("License Terms").

#### Effective September 1, 2022

These License Terms are an agreement between you and the Application Publisher that apply to the easyQuorum for Microsoft Teams application ("the eQ App").

#### BY DOWNLOADING OR USING THE EQ APP OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE EQ APP.

#### 1. Scope

The eQ APP allows you to organise general meetings and board meetings by video conference with real-time voting using the product called easyQuorum available from the Application Publisher ("easyQuorum").

The Application Publisher designates the entity providing to you the access to and use of the product easyQuorum, as identified in the Software License and Services Agreement between you and the Application Publisher.

You acknowledge and agree that to use the eQ App, you must (i) have a license/subscription to use "easyQuorum" and (ii) have obtained a user account to "easyQuorum".

The download of the eQ App is free of charge. The access to and use of "easyQuorum" is subject to the subscription to one of the subscription packages for "easyQuorum" and payment of all applicable subscription fees and other charges under the terms and conditions of the Software License and Services Agreement between you and the Application Publisher.

The eQ App is available through Microsoft Teams. You agree that you are solely responsible for keeping your password and any other authentication information to Microsoft Teams confidential and agree to be responsible for all activities that occur under your Microsoft Teams account.

You may install and use the eQ App on mobile (iOS and Android), tablets (iPad OS and Android), laptop/desktop (Windows, Mac) (your "Device"). The Application Publisher is not responsible for the operation of your Device.

When using the eQ App on your Device, you acknowledge and agree that you are responsible for (i) maintaining Internet access for your Device and (ii) any Internet connection and telecommunications fees and charges that you incur.

You agree to maintain accurate, complete, and up-to-date information in your account. Your failure to maintain accurate, complete, and up-to-date account information, may result in your inability to fully access or use the eQ App.

## 2. License rights

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You may not:

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c. Install or use any third-party software or technology in any way that would subject the Application Publisher's intellectual property or technology to any other license terms;

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You agree to handle the eQ App in compliance with all applicable export control and economic sanctions laws, including by not exporting or transferring the eQ App to, using the eQ App for the benefit of, or making the eQ App available for use by any person or entity located in a jurisdiction that is subject to comprehensive United States, European Union, United Nations, or United Kingdom economic sanctions. You further agree not to provide access to the eQ App to any individual located in any region subject to comprehensive embargoes under various sanctions issued by the United States, European Union, or United Kingdom.

#### 4. Intellectual property rights

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Further, with respect to the eQ App, the Application Publisher may terminate these License Terms, and/or your permission to use the eQ app immediately, without prior notice or liability; if (a) the Application Publisher discontinues the eQ App, or (b) the Application Publisher is prevented form providing the eQ App for any reason. Furthermore, the Application Publisher reserves the right to change, edit, suspend, delete and/or cancel any part of the eQ App and/or your access to it at any time with or without notice to you: (i) if required by law, or (ii) due to a force majeure event, or (iii) for maintenance or repair, or (iv) where the Application Publisher reasonably suspects there has been breach of these License Terms.

On termination of these License Terms for any reason: (x) all rights granted to you under these License Terms will cease immediately, (y) you must immediately cease all activities authorized by these License Terms (including your use of the eQ App), and (z) you acknowledge that the Application Publisher may restrict your access to the eQ App. Sections 4-11 will survive any termination or expiration of these License Terms.

# 8. Personal Data

These License Terms also incorporate the terms of our Privacy Policy (as updated from time-to-time), which is available at <a href="https://www.wolterskluwer.com/en/privacy-cookies">https://www.wolterskluwer.com/en/privacy-cookies</a>. Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy (such as how we may share your personal data with subcontractors who have a need to know them). By agreeing to these License Terms, you are also agreeing to the Privacy Policy, and you consent to (i) the processing of your personal information as explained in the Privacy Policy and (ii) the collection of information from your Device as explained in the Privacy Policy. You have the right to access, rectify, object, erase or limit the processing of your personal data and the right to data portability and may exercise this right on written request, using the "inquiry and other requests" form available at <a href="https://www.wolterskluwer.com/en/privacy-cookies/inquiry">https://www.wolterskluwer.com/en/privacy-cookies/inquiry</a>.

# 9. Contact and information

If you wish to contact the Application Publisher in writing, or if any condition in these License Terms require you to give us notice in writing, you can send this to the Application Publisher as indicated below. If the Application Publisher has to contact you or give you notice in writing, the Application Publisher may do so by email or using any other contact details you provide to the Application Publisher.

To obtain information regarding the eQ App, including these License Terms, you can contact the Application Publisher by creating a support request at the following addresses: - Support: <u>https://support-wolterskluwer.force.com/legalsoftware/s/</u> (submit your request via the "Contact Customer Support" form).

## 10. Applicable Law, jurisdiction

These License Terms are governed by the laws of France. In the event of a dispute, the Parties undertake to seek an amicable settlement of their dispute. In the absence of an amicable solution, any action resulting from, arising out of, or in connection with these License Terms or its subject matter will be brought before the competent courts of Paris, France.

# 11. Miscellaneous

11.1 Entire agreement: The License Terms, any applicable privacy policy, any additional terms that accompany the eQ App, and the terms for supplements and updates are the entire license agreement between you and the Application Publisher in relation to its subject matter and replace and extinguish all prior agreements or communications, whether oral or written in relation to that subject matter.

11.2 Severability: If for any reason any provision in these License Terms is found unenforceable or is declared null, void or deemed unwritten, in whole or in part, such provision will be modified to the extent necessary to render the provision enforceable while, to the extent possible, preserving the original intent of the parties. The remaining provisions will not be affected and will continue in full force and effect without being impaired or invalidated in any way.

11.3 Changes to these Terms: The Application Publisher reserves the right, at its sole discretion, to amend these License Terms at any time. As applicable, the Application Publisher will notify you of material changes to these License Terms when you next access the eQ App (the Application Publisher may also email you about any material changes to these Terms). The Application Publisher reserves the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the eQ App (or any part of it) with or without notice.