

General Terms and Conditions of syscovery Business Solutions GmbH

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A. General Conditions for Deliveries and Services

1. Application Area and Conclusion of the Contract

(1) syscovery Business Solutions GmbH ("syscovery") shall make deliveries and render services ("Services") exclusively according to the provisions of these General Terms and Conditions, insofar as the contractual parties have not made some other agreement in writing. General terms of contract of the Customer shall not become part of the contract, even if syscovery does not expressly object to them.

(2) These Terms and Conditions shall be valid only for the companies, legal entities of public law or special estates under public law.

(3) Quotations from syscovery are non-binding, unless the quotation has been expressly designated as binding in writing.

(4) A contract is made through written order confirmation by syscovery or through syscovery carrying out the order.

2. Principle for Collaboration

The contractual parties undertake to collaborate fairly; they declare their willingness to show each other consideration and provide comprehensive information as well as preventive warning of risks. If an obstacle to the collaboration arises, the contractual parties shall strive

to contribute to an appropriate reconciliation of interests by means of negotiations and new agreements.

3. Time and Location for Rendering Services

(1) The hours of syscovery are Monday through Friday from 9:00 a.m. to 5:00 p.m., with the exception of national and regional holidays at the headquarters of syscovery as well as December 24 and 31.

(2) Agreed-upon delivery and service deadlines shall be extended by the time period in which syscovery is prevented from performing the service due to circumstances for which it is not responsible (e.g. labor disputes, force majeure, absence of employees or technical equipment without the responsibility of syscovery) as well as an appropriate startup time after the end of the hindrance. The same applies to the time period in which syscovery is waiting for information and cooperative actions of the Customer that are required for providing the service.

(3) All warnings and deadlines must be made in writing to be valid. The text form as described by § 126b of the German Civil Code (BGB) (for example, e-mails) is insufficient for this.

(4) Insofar as no other agreement has been made, the location for providing the service is the headquarters of syscovery. syscovery can provide services—to the extent possible—also by means of remote data transmission.

4. General Duties of the Customer to Cooperate

(1) The Customer shall be responsible for providing syscovery with the documents, information and data required for syscovery to perform the contract; these shall be complete, correct, always up-to-date, and provided in a timely manner at no cost. The Customer shall make all decisions required for providing the services within an appropriate time period.

(2) The Customer has verified that the services specified in the order correspond to its wishes and needs and can be used for its purpose. Regardless of this, however, syscovery remains responsible for the service that is owed being provided according to the contract.

(3) The Customer must grant syscovery access to the rooms and EDP systems provided for rendering the service and viewed as necessary for this purpose by syscovery, for the purpose of preparing and carrying out the contractual work. The Customer shall, at its own cost, make provision for the technical requirements and grant syscovery access to its EDP system to the required extent in accordance with the corresponding agreement, also via remote data transmission.

(4) Before syscovery takes the necessary actions on the Customer's EDP system to render the service, the Customer shall perform a data backup or use some other means to ensure that current data can be reproduced from databases kept in a machine-readable format with reasonable effort.

(5) The Customer shall ensure that it has the required usage rights for the software products that are the object of the services provided by syscovery. This applies also insofar as the software is from syscovery.

(6) The duty to cooperate can be specified by syscovery in the contracts made between the contractual parties and in the course of providing the service.

(7) If the Customer does not fulfill its duties to cooperate, syscovery shall not be deemed in default, provided

that the duties to cooperate were required for syscovery to provide its service.

(8) If missing, incorrect, incomplete or subsequently corrected collaboration leads to additional expenses, syscovery can charge for these additional expenses, unless the Customer demonstrates that it bears no responsibility for the insufficient collaboration. This does not affect any other claims syscovery may have.

5. Enlistment of Third Parties and Use of Employees

(1) syscovery is authorized to use third parties as agents to fulfill the service representing the object of the contract.

(2) syscovery undertakes to use only skilled employees and subcontractors to fulfill its contractual obligation. syscovery shall decide which employees are used to render the service and reserves the right to replace employees used by the Customer.

(3) syscovery is responsible for the selection and use of the employees and has sole technical and disciplinary supervisory authority over them, even when they are working on the Customer's premises. The authorization of the Customer with respect to issuing necessary instructions to syscovery for rendering the contractual services shall remain unaffected.

6. General Provisions for Remuneration and Billing

(1) Remuneration for software that is to be licensed and services that are to be rendered is determined from the respectively current price list of syscovery—insofar as no other agreement has been made in the respective contract. Sales tax is added to all prices.

(2) Insofar as no other agreement has been made, syscovery shall bill based on time/effort for the services it has rendered. Any fixed price or inclusive price must be expressly agreed upon in writing.

(3) In the case of work at the Customer's site or business trips on behalf of the Customer, syscovery shall bill for

the travel expenses in accordance with its respectively valid price list.

(4) Billing for the services rendered and for travel expenses incurred shall be done close to the time of provision, but no later than the end of the month.

(5) If services are billed based on time/effort, syscovery shall log the working hours in performance records and regularly submit these to the Customer with the bill. The Customer can submit a written objection to the statements made there only within four weeks after receiving them. Enrichment claims (§ 812 BGB) of the Customer for reimbursement of unjustifiably demanded expenses for services shall remain unaffected.

(6) The expenses for services specified in the quotation or contract, insofar as these do not expressly stipulate something else, are always estimated values that can change, particularly as the Customer specifies the requirements. Unless otherwise agreed, remuneration shall be owed only for syscovery's expenses specified in the respective quotation or individual contract. syscovery shall notify the Customer as soon as it is necessary to exceed the expenses specified there for providing services.

(7) If it is not possible to provide the services agreed upon there for reasons that fall to the Customer's account, syscovery is nevertheless authorized to bill for the agreed-upon remuneration minus any expenses saved, unless syscovery is able to use service capacities that have been freed up by this in other orders.

(8) The Customer shall bear responsibility for additional expenses incurred by syscovery when providing the benefits due to hindrances that arose later and for which the Customer is accountable (for example, safety regulations, lack of infrastructure, lack of remote access to data, etc.).

(9) The applicable statutory sales tax is added to all prices.

(10) Payments are due immediately without deduction upon receipt of the invoice and payable no later than within 14 days.

(11) syscovery may withhold services to be provided according to the contract in question for as long as the Customer is in default.

(12) The Customer can offset only those claims arising from this contract which are undisputed by syscovery, ready for decision, or have been determined to be legally enforceable. The Customer is entitled to rights of retention or plea for non-fulfillment of the agreement only within the same contract and only in the case that syscovery has committed a gross breach of agreement or has already received the portion of remuneration for a faulty service that corresponds to the value of the service if it were without fault or if the counterclaim, which serves to support the right of retention, is undisputed by syscovery, ready for decision, or has been determined to be legally enforceable.

7. General Provisions for Contract Duration and Cancellation

(1) Insofar as no contract duration has been agreed upon, the contract shall end after the agreed-upon service has been provided.

(2) The two contractual parties retain the right to cancel for good cause in the case of all contracts, with the exception of contracts for software purchases. Good cause exists if the other contractual party violates a significant obligation of the contract and this violation cannot be remedied within a reasonable time, even after a written request. Good cause for cancellation by syscovery of contracts that are not lease contracts shall also exist if the Customer entirely defaults on payment of a claim by syscovery or on a substantial portion for longer than two months.

(3) Each cancellation must be made in writing to be valid. The text form as described by § 126b of the German Civil Code (BGB) (for example, e-mails) is insufficient for this.

8. General Copyrights and Rights of Use

(1) In the relationship between the Customer and syscovery, syscovery holds all copyrights and rights of use for the services provided by syscovery. This also applies insofar as syscovery has provided services in collaboration with the Customer or services depend on the Customer's specifications. If syscovery licenses the software to the Customer, the Supplementary conditions for software licensing (sections B to D) take precedence.

(2) Insofar as work results that can be independently protected by law have been achieved through the service by syscovery and that are not software services, syscovery grants the Customer the non-exclusive right to use the result for its own business purposes, without restriction on time or space, contingent on payment of the remuneration agreed upon for this. The Customer shall be entitled to duplicate and process the work results for this purpose. Insofar as the Customer desires to distribute, publicly reproduce, commercially utilize or publicly report the results or derivations of them, this shall require the prior written consent of syscovery. Consent shall not be required if the work results are used for business purposes of a company that belongs to the same group of companies of the Customer as defined by §§ 15 ff. of the German Joint Stock Company Legislation (AktG).

(3) If the work results are services rendered in connection with software licensed by syscovery (such as customizing, adapting standard software), then for these services, unlike the provisions in Number 8 Paragraph 2, the Customer shall receive the rights of use that syscovery has granted to the Customer based on the software license agreement for the underlying software.

9. Material and Legal Defects

(1) syscovery provides a warranty for the contractually owed quality of services or, insofar as no agreement has been made for this, for the services commensurate to the use specified in the contract. No claims of material defects shall exist if syscovery's services deviate only immaterially from the quality according to the contract.

(2) syscovery guarantees that services it has performed shall be free of rights of third parties that hinder or exclude the Customer's use according to the provisions in the contract.

(3) Rectification in regard to material defects shall occur by choice of syscovery either through re-performing the service or through removal of defects. Rectification in regard to legal defects can additionally occur by syscovery exchanging the service in question for a service of equal value that meets the contractual requirements.

(4) If, after receiving a fault message or notice of defect and its analysis, syscovery concludes that there was no defect in the service it provided, syscovery shall submit a bill to the Customer for the incurred expenses. This shall not apply if the Customer demonstrates that the fault or defect in the service has resulted from the service by syscovery, or if, despite using due care when checking for defects, the Customer was incapable of recognizing any defect in the services from syscovery.

(5) If third-party claims are made against the Customer due to rights of use granted to the Customer by syscovery, the Customer shall notify syscovery in writing immediately. The Customer shall handle the dispute with the third party only in agreement with syscovery or authorize syscovery to handle the dispute. In this case, the Customer shall support syscovery in defending against the claim. The Customer is not allowed to recognize claims of a third party without written approval from syscovery. This shall not apply if syscovery does not respond within a reasonable period, despite the Customer having immediately provided information in writing.

(6) Claims due to material or legal defects shall lapse in one year in the case of purchase contracts and contracts for work and labor. This duration also applies to claims due to withdrawal or mitigation. If there was deliberate intention or gross negligence, malice, personal injury, assumption of a guarantee of quality or the existence of a legal defect, because of which a third party may demand surrender of the delivered objects based on right

in rem, the statutory period of limitation shall apply. Legal regulations apply for the start of statute of limitation.

10. General Liability of syscovery

(1) syscovery shall compensate for damages or replace wasted expenditures, regardless of the legal basis only to the following extent, even in the case of non-contractual or pre-contractual liability:

- If there was deliberate intention, malice, gross negligence or the lack of a quality guaranteed by syscovery, then syscovery shall be liable for the full amount. If there was gross negligence, the liability shall be limited to the foreseeable damage.
- If there was simple negligence, syscovery shall be liable to compensate for the typical and foreseeable damage only in the case of a substantial duty to perform (cardinal duty) or a substantial duty such that achievement of the purpose of the contract is in jeopardy, and in each case of damage this shall be limited to half of the remuneration owed from the respective contract in question. In the case of infringements of duties as part of a long-term obligation (such as software maintenance agreements, rent), the liability of syscovery for all cases of damage that occur in a contractual year shall be limited to half of the amount of remuneration owed in this contractual year by the Customer from the contract in question.

(2) The statutory liability shall remain unaffected in the event of injury to life, limb, health or freedom and in accordance with the product liability law.

(3) syscovery shall be liable for reacquisition of data only if the Customer has ensured that this data can be reproduced from databases kept in a machine-readable format with reasonable effort. This liability limitation shall not apply in the event of deliberate intention from syscovery.

(4) An objection based on contributory negligence shall remain unsettled.

(5) Claims for compensation or replacement of wasted expenditures in case of contractual or non-contractual liability shall expire in one year. The term always begins at the end of the year in which the claim was asserted and the obligee obtained knowledge of the facts on which the claim is founded and the identity of the obliger or could have obtained without gross negligence. The statute of limitation goes into effect at the latest upon expiration of five years after the claim was asserted. Sentence 1 to Sentence 3 of Paragraph 5 shall not apply insofar as the claims do not arise from injury to life, limb, health or freedom and are not the result of deliberate intention, malice or gross negligence. For these cases, the statutory regulations apply. The deviating statute of limitations for claims due to material or legal defects in accordance with Number 9 Paragraph 6 shall remain unaffected by Number 10 Paragraph 5.

11. Confidentiality, Custody and Data Protection

(1) The contractual parties are obligated to treat all information and documents accessed or known to them during contract performance as confidential, even beyond the contract end date, insofar as they are designated confidential or contain corporate or trade secrets. The software licensed by syscovery and corresponding materials are regarded as confidential. The contractual parties shall keep and protect these objects so that misuse by third parties is impossible.

(2) Employees of the contractual parties and third parties involved in contract performance with professional access to the objects outlined in Paragraph 1 are to be notified in writing of the confidentiality agreement. For this purpose, a corresponding obligation in a labor contract shall suffice.

(3) Information shall be not or no longer be regarded as information to be kept confidential starting from the time at which this information

- are or become publicly known without a violation of this agreement (including revelation of the information by the revealing party to a third party without a duty of confidentiality),

- was already known to a contractual party prior to having been provided by the other contractual party,
- has been made available to a contractual party by a third party lawfully and without the obligation for non-disclosure,
- has been developed or gathered by a contractual party independently from the other contractual party or
- had to be disclosed by a contractual party in accordance with a legally binding order by a court or authority.

(4) syscovery's obligation for non-disclosure does not limit syscovery's ability to carry out comparable services for other customers. The duties specified in Paragraph 1, however, shall remain unaffected.

(5) The contractual parties observe data protection regulations. Customer undertakes to ensure that syscovery does not come into contact with personal data from Customer's domain (e.g. by anonymization) while syscovery provides its services. Insofar as this is not possible, Customer undertakes to establish a data processing agreement with syscovery in accordance with Section 11 of the German Federal Data Protection Act (BDSG). Customer indemnifies syscovery against any and all claims by third parties that are brought against syscovery because Customer granted access to personal data of the third party for the purpose of fulfilling contractual services and did so without legal basis.

(6) syscovery undertakes to commit its employees in charge of processing personal data in writing to data secrecy in accordance with Section 5 of the German Federal Data Protection Act (BDSG) and shall provide evidence of this to Customer on request.

12. Jurisdiction, Applicable Law and Severability Clause

(1) syscovery's location serves as Jurisdiction for all disputes insofar as Customer is a merchant or equivalent.

(2) The laws of the Federal Republic of Germany shall apply exclusively with the exception of the UN Sales Convention.

(3) Should any provision of these Terms and Conditions be or become ineffective, or if they are found to contain omissions, the remainder of the Contract shall remain unaffected. The contractual parties shall replace the ineffective provision by a legally effective provision that most closely reflects the purpose of the ineffective provision. The same shall apply to possible contractual gaps.

B. Supplementary Conditions for Software Licensing (Purchase and Rental)

13. Object of the Agreement

(1) The object of the following provisions is software licensing of the syscovery Savvy Suite Software ("Software").

(2) The rules in Chapter B apply in addition to the rules in Chapter A; insofar as the rules in Chapter B contradict the rules in Chapter A, the former override the rules in Chapter A.

14. General

(1) The Software includes all related media and printed materials in addition to the machine program. The contract does not entitle Customer to the source code and development documentation.

(2) Software licensing occurs either on a suitable data medium, by mail or electronic availability. syscovery shall decide on the nature of delivery.

(3) Customer is aware of the most important functional characteristics of the Software provided by syscovery. Customer shall verify that all specifications of the Objects of the Agreement are in accordance with his/her requests and requirements. Customer undertakes to receive consultation by an expert prior to the conclusion of the contract in case of doubts. syscovery offers consulting services against separate remuneration.

(4) Customer undertakes to inspect each and any Software program provided by syscovery thoroughly for flawlessness in his/her own operating environment prior to beginning productive use of the Software. The customer shall take appropriate precautionary measures in the event that the software is not working properly in part or in whole, e.g. via data backup, error diagnosis, regular result checks, etc.

(5) Customer is responsible for installation, configuration and integration as well as operation of the Software. Corresponding services must be agreed on and remunerated separately. This applies also to adjustments or changes to the Software as well as the creation of interfaces to third-party programs, training sessions and other services provided by syscovery.

15. General Granting of Rights

(1) The Software provided by syscovery is protected by copyright. In the relationship between the parties to the contract, syscovery reserves all rights to the Software it provides as well as to any other documents provided by syscovery as part of the establishment and execution of a contract. Insofar as third parties are entitled to rights, syscovery has the relevant rights of use. This also applies to Software which is modified in accordance with the requirements of Customer.

(2) Customer is granted the non-exclusive authorizations needed to use the Software in his/her company for a limited or unlimited term depending on individual contractual agreements. The description of the type of licensing is based on the current price list for syscovery Savvy Suite, unless the contractual parties have made other individual agreements.

(3) Customer shall be entitled to load the programs onto the memory and hard drives of the contractually agreed on number of computer systems (Server/Clients) and use them on these devices. Customer is entitled to make a backup copy of the programs. Additional reproduction of the Software is only permitted insofar as this is necessary to maintain contractually agreed use. Customer must obtain additionally required rights of use for operating test and integration servers or for creating

a clone or additional copy of the environment in which the Software has been installed. Any other documents provided in connection with the Software shall only be duplicated for internal use within the organization.

(4) Decompiling the Programs to achieve interoperability of the Software with other programs shall only be permissible within the scope permitted by copyright law and if syscovery does not make available the necessary information and documentation within a reasonable period of time for a reasonable remuneration, despite receiving a written request from the Customer.

(5) No other form of processing of the Software, in particular reproduction exceeding the scope specified above, editing, translation, re-arrangement and other modification work, shall be permissible unless such actions including the elimination of faults are necessary to uphold the intended use of the Software and are not offered by syscovery or the respective owner of the rights following a written request by Customer.

(6) Insofar as Customer involves a third party as part of the scope of permissible use (such as the elimination of faults, decompiling) and grants this party access to the Software, Customer is required to obtain written commitment from this party to comply with the rules of use outlined in Paragraph 2 as well as compliance with the non-disclosure agreement for the immediate benefit of syscovery.

(7) The Software shall only be used on hardware which is the property of Customer or which is used exclusively by Customer. This shall also apply in case of use by organizations for which Customer may grant right of use pursuant to these terms and conditions.

(8) Temporary or – insofar as Customer purchased the Software for an unlimited term - final licensing of the Software in whole or in part (such as unused user licenses) to such organizations is permissible insofar as these organizations belong to Customer's group of companies as defined in sections 15 et seq. of the German Joint Stock Company Legislation (AktG) as long as the following prerequisites are met:

a) The connected organization to which the Software is transferred shall undertake in writing to comply with the agreed conditions of use for the benefit of syscovery.

b) Customer shall inform syscovery of the scope (number of provided user licenses) and receiving connected organization in writing prior to transferring the Software. Upon request, Customer shall relinquish the Declaration of Commitment to syscovery in accordance with Subparagraph a).

c) Customer undertakes to inform syscovery if an organization is no longer part of the group of companies.

(9) Rental, loan, distribution, public reproduction or granting public access as well as use of the Software by third parties or enabling use by third parties shall not be permissible outside of the scope of cases specified in these conditions of use without prior written consent from syscovery.

(10) Customer undertakes to inform syscovery in advance and in writing of any changes which may affect Customer's use authorization. Any use of the Software exceeding the rules specified in these conditions of use or in individual contracts require the written consent of syscovery. In case of use without consent, syscovery reserves the right to request remuneration for the excessive use; any further claims shall remain unaffected.

16. Open-source

(1) Customer requires open-source Software in addition to the Software from syscovery ("proprietary Software"). syscovery has included the open-source Software in the scope of delivery of the purchased proprietary Software.

(2) syscovery relinquishes the open-source components as well as corresponding relevant license terms to Customer. Insofar as it is specified in the corresponding license terms of the open-source Software, Customer shall be provided with the source code of the open-source Software as well as with copyright statements, disclaimers and any other notices on a data medium. The source code of the proprietary components shall not be relinquished.

(3) The open-source Software is primarily subject to the corresponding license terms. Customer is granted the rights of use in accordance with the respective license terms. The provisions of this contract only apply insofar as they do not contradict the license terms for the provided open-source components.

(4) Insofar as proprietary Software is linked with program libraries licensed under GNU Lesser General Public License (LGPL), Customer is granted the right to analyze and re-engineer the proprietary components to process the program libraries licensed under LGPL and to eliminate faults in the proprietary components. It is not permitted to disclose the information gained. Customer is provided with a list of the proprietary components linked to the program library licensed under LGPL. Customer is permitted to transfer open-source programs at any point in compliance with the license terms.

(5) syscovery shall ensure that the acquired open-source Software and the proprietary Software programs by syscovery co-operate properly.

(6) syscovery assumes no maintenance of the open-source software; syscovery will, however, provide corrective actions and further developments as it sees fit and as permitted by the respective manufacturer and will adapt the acquired programs to new states of development of the open-source Software.

(7) If the open-source Software causes a more than insignificant impairment to the usability of acquired proprietary programs, syscovery will develop circumvention measures or preliminary corrective actions insofar as this is technically possible and reasonable for syscovery. syscovery is, however, also permitted to replace the open-source Software with a different open-source Software or to expand the proprietary programs while maintaining their original function.

17. Software Audit

(1) syscovery reserves the right to inspect (audit) the legality of use of the Software in accordance with the contractual User Agreements, insofar as syscovery gives

written notice of the inspection 45 days in advance. Unless explicit reasons indicate a violation, a Software audit shall occur no more than once per contract year. In addition, syscovery reserves the right to carry out a Software audit following contract termination or prior to terminating the use of the Software in the case of limited-term software licensing or transferral of the Software to a third party.

(2) syscovery will carry out the audit based on Customer's records, with the help of standard reports of the Software and by utilizing an automated query method online. syscovery undertakes to coordinate the procedure with Customer in a timely manner.

(3) syscovery undertakes to immediately inform Customer of the scope of non-compliant use as well as the affected license area in case objective evidence in the results of the audit (in the following referred to as "Audit Result") indicate that Customer is not using the Software in compliance with contractual obligations.

Customer undertakes to refrain from the non-compliant use and to prove this to syscovery

- within 30 days of receiving the audit result or to
- prove that syscovery's audit results are incorrect and contractual use is adhered to or to
- immediately agree to adjust the scope of use agreed on to the actual scope of use and settle any higher remuneration resulting from this change.

(4) syscovery reserves the right to request an inspection by an independent auditor on site should the contractual parties not agree on the actual scope of use within the period specified in Section 17 Paragraph 3 or should Customer let the deadline expire. An auditor may be assigned immediately if Customer does not partake in the audit after the expiration of the term specified in Section 17 Paragraph 1.

(5) If the inspection by the auditor confirms non-compliant use, syscovery reserves the right to exercise its legal rights, in particular to claim damages. This includes costs for the license inspection carried out by the assigned auditor insofar as it reveals use which is more than 20% above the remuneration owed for the agreed

use, whereas the exceeded use is calculated based on the originally agreed conditions. Insofar as limited-term software licensing has been agreed on (Software rental), syscovery also reserves the right to terminate the contract with good cause without notice should Customer not establish contract-compliant conditions despite a written request from syscovery.

(6) Customer shall support syscovery as well as the auditor in carrying out the audit, particularly by answering any questions necessary for the inspection and by providing all required documents. Customer undertakes to grant syscovery and the auditor access to the systems and the Software required for inspecting the contractual use of the Software during regular business hours (including online). Customer shall participate in the audit free of charge.

(7) syscovery undertakes to keep all information and documents confidential which it receives or becomes aware of as part of the audit and not to interfere with Customer's business operations inappropriately. syscovery undertakes to ensure for the benefit of Customer that the auditor assigned in accordance with Section 17 Paragraph 5 is bound by non-disclosure as well. The auditor is, however, permitted to provide syscovery with the audit result in the scope required.

C. Supplementary conditions for software licensing for an unlimited period (purchase)

18. Object of the Agreement

(1) The object of the following provisions is software licensing for an unlimited period (purchase) of the syscovery Savvy Suite Software ("Software").

(2) The rules in Chapter C apply in addition to the rules in Chapters A and B; insofar as the rules in Chapter C contradict the rules in Chapters A and B, the former shall override the rules in Chapters A and B.

19. Material and Legal Damages in Case of Unlimited Software Licensing

(1) Defect claims by Customer presuppose that Customer properly complied with the owed Obligation to Provide Notification and Inspection of Defects in accordance with Section 377 of the German Commercial Code (HGB). This obligation shall be based on the Customer's ability to determine and identify such defects. The report must include information about the type of malfunction or defect as well as the context of activity in which the defect occurred.

(2) If rectification fails after multiple attempts (at least two attempts), regarding the same defect or if syscovery justifiably refuses rectification or if the type of rectification selected by syscovery is unacceptable to Customer, Customer reserves the right to chose rescission or mitigation. Chapter A Section 10 shall apply for claims for damages and replacement of wasted expenditures.

20. Granting of Rights in Case of Unlimited Software Licensing

(1) syscovery grants Customer the non-exclusive right to use the provided Software for an unlimited term within the scope of use contractually agreed on in compliance with the provisions agreed on for his/her own use. This right may only be transferred in accordance with Section 20.

(2) Subject to the payment of the agreed remuneration, Customer receives the rights of use to the Software.

(3) Customer may only transfer the Software to third parties in its entirety; partial transfer of the Software (such as unused user licenses) is not permitted. Customer undertakes to conclusively cease use of the Software and not to retain any copy in case of Software transferral. Customer undertakes to transfer the Software to a third party on a data medium including syscovery's copyright statement. The third party shall be provided with originals of any other documents. Customer undertakes to commit the third party in writing to comply with contractual provisions governing the use and transferal of the Software as well as auditing rules by syscovery and shall make these rules available to the third party. Customer informs syscovery of the transfer and provides syscovery with an address for the third

party as required for summons no later than at the time of the transfer. The possibility of software licensing to third parties in accordance with Chapter B Section 15 Paragraph 8 remains unaffected.

21. Remuneration in Case of Unlimited Software Licensing

syscovery reserves the right to invoice Customer at the time of Software licensing or at the time the Software is provided for download online and Customer has been informed of the provisioning. Prices for delivery include transport and packaging in case of physical delivery. If provisioning occurs via remote data transmission or via download online, syscovery shall cover the costs for sending the Software via remote data transmission or for providing the Software as a download online. Customer shall cover the costs for the download.

D. Supplementary Conditions for Software Licensing for a Limited Period (Rental)

22. Object of the Agreement

(1) The object of these provisions is software licensing for the syscovery Savvy Suite software ("Software") for a limited period as well as rendering of repair and maintenance services (individually referred to as "Software Maintenance Services") (overall "rental").

(2) The rules in Chapter D apply in addition to the rules in Chapters A and B; insofar as the rules in Chapter D contradict the rules in Chapters A and B, the former shall override the rules in Chapters A and B.

23. Granting of Rights in Case of Limited Software Licensing

(1) syscovery grants Customer the non-exclusive, non-transferable right to use the provided Software for the limited term and within the scope of use contractually agreed on in compliance with the provisions agreed on for his/her own use.

(2) Insofar as use of the Software in the agreed system environment of Customer is temporarily impossible or possible only in a restricted manner, particularly due to

malfunction or due to repair or maintenance work, Customer has the right to use the Software in a different system environment for a transitional period. Use of the system in the new system environment is permitted as part of a permanent switch; in this case, the Software must be completely deleted from the previously used system environment. Customer undertakes to immediately inform syscovery of the switch to a new system environment. Customer shall be responsible for any disadvantages regarding Software Maintenance Services resulting from not informing syscovery of the switch.

24. Remuneration in Case of Limited Software Licensing

(1) Remuneration for limited software licensing (including Software Maintenance Services) shall be paid monthly in advance no later than the fifth business day of each month.

(2) syscovery reserves the right to change the amount of remuneration provided that it informs Customer of the change in writing subject to a period of notice of three months. Such a change shall, however, be possible no earlier than 24 months after conclusion of the contract or 12 months after a previous increase; moreover, the increase in remuneration may not exceed the amount of the preceding 12 months by more than 10%. Insofar as the increase in remuneration exceeds 5% compared to the preceding 12 months, Customer reserves the right to terminate the contract in writing subject to a term of three weeks from the time of the increase. syscovery undertakes to inform Customer of the termination right as well as the deadline for termination in the notice regarding the increase.

25. Material and Legal Damages, Liability

(1) syscovery ensures that the Software is free from faults that eliminate the software's capability to perform tasks outlined in the agreement or that significantly diminish such capabilities. syscovery ensures, furthermore, that its software is not lacking any warranted features or that such features may fail at a later point.

(2) Customer is not permitted to decrease the amount of currently owed remuneration in case of defects or faults or the loss of a warranted feature. If the requirements are satisfied, the right to reclaim the remuneration made conditionally remains unaffected.

(3) If Customer makes use of his/her right to rectify the fault him/herself in accordance with Section 536a Paragraph 2 of the German Civil Code (BGB), Customer undertakes to carry out the services properly and to document them.

(4) Failure of this attempt at rectification constitutes a good cause which grants Customer the right to terminate the contract extraordinarily without notice due to defectiveness of the rental item in accordance with Section 543 Paragraph 2 Sentence 1 No. 1 of the German Civil Code (BGB). Failure is given if the defect was not successfully rectified after no less than two attempts regarding the same defect, if it is deemed impossible to rectify the fault, if syscovery refuses to rectify the fault or if Customer deems the type of rectification selected by syscovery unacceptable.

(5) The liability provisions in Chapter A Section 10 apply for claims for damages and replacement of wasted expenditures with the provision that syscovery is only liable for initial defects in case of Software rental if the fault can be attributed to syscovery.

26. Agreement Duration and Termination of Limited Software Licensing Contracts

(1) The contract commences with the agreed date and can be terminated by each contractual party with three months' notice prior to expiry of a contract year, beginning at the end of the second contract year.

(2) The right of both contractual parties to terminate the contract due to good cause without notice in accordance with Section 543 of the German Civil Code (BGB) remains unaffected; Chapter D Section 25 Paragraph 4, however, overrides this in case of termination due to a defect.

27. Return

(1) With the termination of a limited software licensing contract, Customer's right of use for the Software is terminated. Customer undertakes to return to syscovery the original data media including any other documents received. Customer undertakes to delete the Software on the computers as well as any other copies that were made of the Software completely and irrevocably. Customer shall provide syscovery with written confirmation that the duties to delete were carried out.

(2) Any use of the Software following the termination of the contractual relationship shall not be permitted.

E. Supplementary Conditions for Services

28. Object of the Agreement

(1) Services are the object of the conditions in Chapter E.

(2) The rules in Chapter E apply in addition to the rules in Chapter A; insofar as the rules in Chapter E contradict the rules in Chapter A, the former shall override the rules in Chapter A.

(3) The contract concluded between the contractual parties shall be authoritative for the content, the scope and the characteristics of the services.

(4) The planning of service fulfillment, if the contractual parties do not make a subsequent agreement otherwise, shall be defined by syscovery taking into account the needs of Customer.

29. Interruption in Service

If a service from a service contract is not provided in accordance with the contract and syscovery is responsible for this failure to perform, syscovery shall be entitled to render the service in whole or in part on its own accord within an appropriate period at no additional cost to Customer. If this attempt at rectification should fail, Customer shall have the right to terminate the contract immediately with good cause. Chapter A Section 10 shall apply for claims for damages and replacement of wasted expenditures.

30. Contract Term and Termination of Service Contracts

(1) If the contract is concluded for an unlimited term, it may be terminated in writing effective at the end of a month with notice given two months in advance. Ordinary termination is prohibited if the contract entails a minimum term, a specific contract term or the provision of a specifically defined service (e.g. a specific performance quota).

(2) If the Customer has not received or asked for the agreed services in full or in part at the time the contract is terminated and syscovery is not at any way at fault for services not being rendered, the Customer shall be required to pay the compensation agreed upon for such services minus any saved expenses on the part of syscovery and minus compensation earned by syscovery through other use.

F. Supplementary Conditions for Deliverables

31. Object of the Agreement and Specification of Services for Deliverables

(1) The object of these conditions shall be the provision of deliverables.

(2) The rules in Chapter F apply in addition to the rules in Chapter A; insofar as the rules in Chapter F contradict the rules in Chapter A, the former shall override the rules in Chapter A.

(3) Customer shall submit the requirements of Customer for deliverables from syscovery in writing, normally in the form of a requirements description or requirements specifications.

(4) syscovery shall bear the responsibility for projects only insofar as the critical requirements for deliverables to be provided have been defined specifically by Customer in the requirements description or performance description upon conclusion of the contract in relation to the scope of the result and have become an object of the contract and Customer fulfills its obligations to cooperate properly and in a timely manner.

(5) If syscovery is tasked with the provision of conceptual services (e.g. the creation of functional specialized concepts, functional specifications or similar documents), syscovery shall draft these in close collaboration with Customer. After completion, syscovery shall hand over the result to Customer for review. Customer shall review the result in detail within the specified period, particularly with regard to whether all specifications and requests from Customer have been taken into account in full and implemented. Customer shall provide notification of any deficiencies, errors and incomplete parts immediately in writing and provide syscovery the opportunity to remedy said problems. If the requirements of Customer are implemented, Customer shall declare its approval of the result in writing. The contents of the approved result are binding for subsequent service provision. Later requirements of Customer shall be a component of services only if this has been agreed upon in writing by the contractual parties. Changes to the requirements described in the approved result may be made only in writing and with mutual consent.

32. Principles in the Provision of Deliverables

(1) Both contractual parties shall each designate a responsible contact person (project manager) and ensure cooperative collaboration. The project manager from Customer shall take care of actions to be taken on the Customer side, coordinate the services to be provided by Customer and immediately mediate all decisions associated with contract performance and notify syscovery of them in text form at a minimum.

(2) Each contractual party can request that project meetings be held. The project managers shall be required to attend. Costs incurred by syscovery as a result, if not specified otherwise in the respective individual contract, shall be invoiced by syscovery. This shall not apply if the project meeting is occasioned by a request made by syscovery.

(3) The project managers shall communicate regarding the composition of meeting minutes before the meetings. The contents of the minutes shall be binding if the

responsible person for the minutes hands them over to the other contractual party and the other contractual party does not raise any objections with justification in writing regarding the contents of the minutes within one week of having received the minutes. Clarification shall be issued regarding the objection within an appropriate time period.

33. Service Term

The contractual parties shall agree upon a schedule for the provision of deliverables. It shall contain a general time grid for the project workflow. The project managers shall continually update the schedules through mutual collaboration.

34. Special Provisions Regarding Liability

(1) Defect claims by Customer presuppose that Customer properly complied with the owed Obligation to Provide Notification and Inspection of Defects in accordance with Section 377 of the German Commercial Code (HGB). This obligation shall be based on the Customer's ability to determine and identify such defects. The report must include information about the type of malfunction or defect as well as the context of activity in which the defect occurred.

(2) If rectification fails after multiple attempts (at least two attempts) regarding the same defect or if syscovery justifiably refuses rectification or if the type of rectification selected by syscovery is unacceptable to Customer, Customer reserves the right to chose rescission or mitigation. Chapter A Section 10 shall apply for claims for damages and replacement of wasted expenditures.

35. Change Request for Deliverables (Change Request Process)

(1) Both contractual parties may suggest changes to agreed-upon services. syscovery shall look at any change request from Customer and notify Customer of whether or not a comprehensive review of that change request is necessary.

(2) If a comprehensive review of the change request is necessary, syscovery shall, within an appropriate period, notify Customer of the expected time and compensation required for the change. Customer shall issue or reject the review order within an appropriate period.

(3) If a comprehensive review of the change request is not necessary or once the commissioned review is completed or the change request is one initiated by syscovery, syscovery shall submit to Customer a quotation in writing regarding implementation of the changes (change quotation). The change quotation shall contain, in particular, the changes to the service description and its effect on the service time frame, planned deadlines, means of testing and compensation

(4) syscovery shall be entitled to reject the change request from Customer if the implementation of the change request is unreasonable with respect to its operational service capability, if the change cannot be implemented, or if the change would lead to a reduction in the agreed-upon compensation.

(5) Customer shall either reject a change quotation within the period specified therein or shall declare its acceptance in writing.

(6) Work shall continue on the basis of the contractual agreements to date until acceptance of the change quotation unless Customer requests an interruption. The service time frames shall be lengthened by at least the number of business days on which work must be interrupted in conjunction with the change request or its review or upon request of Customer. syscovery may request appropriate compensation for the duration of the interruption unless syscovery has deployed its employees affected by the interruption elsewhere.

(7) If the contractual parties agree to a change in performance, this must be documented in writing (e.g. by commissioning of the change quotation in writing).

36. Acceptance for Contracts for Work and Labor

(1) Customer must declare its acceptance after completion of services by syscovery within 14 calendar days (acceptance deadline) unless another period has been agreed upon. During this review time frame, Customer shall review whether the deliverables are provided in accordance with the contract, using means of testing if applicable. If there are no substantial defects, Customer shall declare its acceptance. The contractual parties may reach agreements regarding partial acceptance.

(2) The deliverables shall be deemed accepted even without express declaration and without a request for acceptance from syscovery upon any one of the following:

- If Customer puts the deliverable into real-time operation
- Payment of the specified compensation
- Expiration of the acceptance deadline
- Expiration of an appropriate deadline for acceptance set by syscovery

Customer does not raise any complaints regarding defects that prevent acceptance.

G. Supplementary Conditions for Training Services

37. Special Conditions for Training Services

(1) The object of the following provisions is the provision of training services.

(2) The rules in Chapter G apply in addition to the rules in Chapter A; insofar as the rules in Chapter G contradict the rules in Chapter A, the former shall override the rules in Chapter A.

38. Implementation and Cancellation of Training

(1) A training event booked by Customer is invoiced at the same time as the order confirmation. The training fees are due for payment upon receipt of the invoices.

(2) syscovery may replace the announced speaker with an equally trained person at any time without specifying a reason.

(3) Training offered by syscovery in general shall be conducted by syscovery if the minimum number of participants designated by syscovery at the announcement is met one week before the scheduled date in each case.

(4) For any submitted registration, Customer can choose to have someone other than the registered person take the course.

(5) syscovery can cancel training if:

- The minimum necessary participant number announced by syscovery is not met, or
- Good cause for a cancellation occurs, such as the speaker becoming ill, force majeure or other unforeseen events.

(6) In the event of a cancellation in accordance with Section 38, Paragraph 5, syscovery shall refund Customer the compensation paid in advance. syscovery shall be required to notify Customer of the cancellation of the scheduled training date in a timely manner in writing. Customer shall have no other grounds for claims unless syscovery is at fault for the causes that led to the cancellation.

39. Cancellation of the Training Contract

(1) In the event of cancellation by Customer or a change in the scheduled training date caused by Customer (e.g. for in-house training), no costs shall be incurred if this is done up to four weeks before the scheduled training date. If this occurs later, half of the training fee shall be charged as a cancellation fee. If the cancellation or change in the scheduled training date occurs within one week before the scheduled training date, Customer must pay the training fee in full. The Customer shall be entitled to demonstrate that the damages incurred by syscovery due to the cancellation are less. In the event that participants of Customer do not attend, syscovery shall charge the entire participant's fee unless a replacement participant takes part in the scheduled training.

(2) The cancellation must be made in writing; text form in accordance with § 126b of the German Civil Code (e.g. e-mail) is not sufficient in this case.

40. Copyright and Rights of Use for Training Documents

syscovery shall reserve all rights to the training documents. Translation, reprinting or copying of the training documents, either in whole or in part, is permitted only with the written consent of syscovery.

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