General Licensing Terms and Conditions for the Provision of Software on a Perpetual Basis (Purchase) of GBTEC Software AG

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Software: Means the contractual software that the purchaser acquires in accordance with the Licence Certificate.

Version: Means a functional modification of the Software.

Update: Means the change to a new version.

Licence Certificate: Is a document that lists the software and modules and that states for how many servers and users the purchaser has acquired rights of use to the software. The licence certificate is an integral part of the contract and, if necessary, is adapted to each contract amendment.

1. Conclusion of the Contract / Subject Matter of the Contract / Consideration

1.1 GBTEC AG offers its (potential) customers, among other things, the purchase of further specified software/modules/number of licences at corresponding prices in a letter entitled "Offer VKA [...]". At the end, the letter contains a form for placing the order by signing and returning it. By returning this signed form or its own order document (with respect to the products proposed in the letter "Offer VKA [...]") the purchaser accepts the offer to conclude a contract with GBTEC AG. The order confirmation generated by GBTEC AG and sent to the purchaser by e-mail or return of the countersigned form reflects the content of the contract. The sales contract is concluded with the receipt of the order or at the latest with the provision of access to the software.

1.2 The subject of the contract is the permanent provision of software from GBTEC AG's portfolio including the documentation and the granting of network licences for the use of the software. The specific terms agreed upon in each case, such as information on the product line, the modules, the number of licences, the purchase price and the price of the network licences, are set out in the "Offer VKA [...]"-letter that the contract is based on, the order as well as the order confirmation.

1.3 As documentation, the vendor shall supply, as far as available, installation instructions and an online help which allows for explanations of the functionalities to be retrieved and printed during the operation of the software. The specifications can be viewed at https://www.gbtec.com/user-documentation/.

1.4 The Purchaser shall have no right to the delivery or surrender of the source code.

2. Handover and Installation as well as Ancillary Performance Obligations of the Purchaser

2.1 The software is provided to the purchaser by way of granting access to the encrypted download of the installation media and instructions (for on-premises

operation) or to the provided system (for hosting operation) and according to the respective current system requirements.

2.2 The installation of the software in the case of on-premises operation is carried out by the purchaser, in the case of hosting operation - within the framework of a hosting agreement - by GBTEC AG.

2.3 Training for the use of the software as well as further services can be ordered by the purchaser against a separate remuneration.

2.4 Upon the conclusion of the contract the purchaser shall immediately provide GBTEC AG with all information required by GBTEC AG to set up the access to the software for the purchaser. The purchaser shall take reasonable precautions in case the program does not work properly in whole or in part (e.g. by data backup, fault diagnosis, regular testing of the results). It shall be the purchaser's responsibility to ensure the operation of the working environment of the programme, as far as possible, with respect to the mode of operation. In doing so, the purchaser shall, in particular, make the necessary settings to its firewall, virus protection or similar data protection mechanisms as well as its network or server (only in the case of on-premises operation). The risk of incompatibility of the software with the other software or hardware used by the purchaser shall be borne by the purchaser.

3. Rights of Use

3.1 The purchaser is granted a perpetual licence to the software, i.e. he has the right to reproduce the software for use on the contractually agreed number of computers continually and indefinitely. The permitted acts of reproduction include the installation on a data carrier of the computer, which, within the scope of the regulation of para. 2 below, also includes multiple transfers of the software in whole or in part from this data carrier into the main memory and subsequently into the CPU and the graphics card of the computer. The software may only be installed on the respective contractually agreed upon number of computers at the same time. Furthermore, GBTEC AG grants the purchaser the simple right to

access the software – that is running on a computer in accordance with this par. 1 - from the contractually agreed number of different computers simultaneously via a communication network.

3.2   The agreed scope of use is determined by the respective "Offer VKA [...]" and is dependent, on the one hand, on the number of authorised users agreed upon between the parties. The number of authorised can be regulated on the basis of a named user licence or a company licence. On the other hand, depending on the software module purchased, the scope of use may be limited according to the number of tasks executed in process instances or otherwise. The following regulations apply to named-user licences respectively company licences:

- **Named-User Licence:** Only named users who use the software as end users may access the software. The purchaser shall name the corresponding number of persons who may use the software via the network. Persons other than the named users may not use the software. However, the purchaser shall be entitled to replace named persons with others if he notifies the vendor of such replacement in advance. The removal of user accounts of persons that are no longer authorized and the addition of user accounts for persons that are newly authorized shall be subject to such notification. The granting of further access rights is possible against further payment.

- **Company licence:** Permits the purchaser to use the software within several (or all) locations of a company without restriction of the number of installations (servers/computers) or the number of users (access rights). The term company in this context means any legal entity, including subsidiaries of which this legal entity owns more than 50 percent of the shares. The purchaser must notify GBTEC AG of such affiliated companies by name at the latest at the conclusion of the contract. They must be listed in the licence certificate; otherwise, the use of the company licence for these companies is not permitted. However, GBTEC AG reserves the right of requiring subsequent licensing (i.e. purchasing further access rights) if the number of employees at the purchaser's company (including the affiliated companies) increases significantly. An increase in the number of employees by more than 20%

compared to the time of the original purchase of the licence is considered significant and entitles GBTEC AG and obliges the purchaser to re-license. The number of employees of the purchaser stated in the annual report of the purchaser or other official publications is binding. Unless otherwise agreed to in writing, the conditions of the licence acquisition also apply to the subsequent licensing. In any case, the purchaser must ensure that the scope of use remains within the limits of the licences acquired and that several individuals do not share access.

3.3 The granting of rights shall be subject to the condition precedent of full payment of the purchase price. Until this time GBTEC AG agrees to the use of the software according to the above regulations. On the other hand, the above rights are granted under the condition subsequent that GBTEC AG completes or replaces the software by way of supplementary performance (in the context of a warranty) or as a gesture of goodwill. If GBTEC AG supplements or replaces the provided software, the purchaser has the same rights to this subsequently provided software as to the supplemented or replaced software. Until the installation of the additionally provided software the vendor tolerates the use of the previous version to the described extent, at the longest, however, until the expiration of 12 months after the date of the general publication of the respective additionally provided software or new version. The Purchaser is obliged to permanently destroy or archive any surplus software including backup copies and to confirm this destruction/archiving in text form.

3.4 THE PURCHASER MAY ONLY USE THE SOFTWARE IF S/HE SETS UP A USER ACCOUNT AFTER INSTALLATION. THE USER ACCOUNT IS TIED TO THE PURCHASER AND CANNOT BE TRANSFERRED WITHOUT THE VENDOR'S CONSENT. THE VENDOR SHALL GRANT CONSENT IF THIS DOES NOT UNREASONABLY PREJUDICE ITS ECONOMIC OR LEGAL INTERESTS

3.5 The purchaser may not sell, give away or lend the software and the rights granted to him for its use to third parties, nor let or lease it without the prior consent of GBTEC AG. The permission to use the software in a network does not include the right to provide the software to other companies for use.

3.6   The software is licensed only in its entirety. The purchaser is not entitled to separate the components of the software. The purchaser is not entitled to remove or circumvent the existing protective mechanisms of the software against unauthorised use unless this is necessary to achieve trouble-free use. Copyright notices, serial numbers and other features serving to identify the software may also not be removed or altered. The same applies to the suppression of the screen display of corresponding features.

3.7   The Purchaser may make a backup copy pursuant to Section 69d (2) UrhG (German Copy Right Act). The copy shall be marked as such. If the purchaser can prove that the original version can no longer be found or has become unusable, the backup copy shall take the place of the original.

3.8   The provisions contained in this § 3 shall also bind the parties under the law of obligations.

4.   Intellectual Property Rights' Infringement

4.1   GBTEC AG shall indemnify the purchaser at its own expense against all claims of third parties arising from infringement of intellectual property rights (with respect to the domestic market) for which GBTEC AG is responsible. The purchaser shall inform GBTEC AG immediately of the asserted claims of third parties. If the purchaser does not inform GBTEC AG immediately of the asserted claims, this right of indemnification expires.

4.2   In case of infringement of intellectual property rights *GBTEC AG may* - without prejudice to possible claims for damages of the purchaser - at its own choice and at its own expense with regard to the affected performance

a.   and after prior consultation with the purchaser, *make changes which, while safeguarding the interests of the purchaser, ensure that an infringement of intellectual property rights no longer persists or*

b.   *acquire the necessary rights of use for the purchaser*.

5. General Terms of Non-Performance and Remedies

5.1   If the purchaser sets a time limit for the performance or supplementary performance (in the context of a warranty), he can only use the unsuccessful expiry of this time limit to withdraw from the contract or to claim damages instead of performance, if he has informed GBTEC AG at the time of setting the time limit that he will not accept performance after the unsuccessful expiry of the time limit. If the purchaser is obligated to give a warning instead of setting a time limit, he must inform GBTEC AG at the same time that he does not want to use the services of GBTEC AG after the warning has not been successful.

5.2   The purchaser can only withdraw from the contract due to a breach of duty which does not consist in a defect of the software, if GBTEC AG is responsible for such breach of duty.

5.3   Any use of the licensed software by the purchaser beyond the agreed extent, in particular a use of the software by other than the agreed "named users" (applies only in case of a named-user licence) and the case of the number of employees exceeding the company licence (cf. § 3.2), is considered an act of breach of contract. In this case the purchaser is obligated to inform GBTEC AG immediately of the overuse and to conclude an agreement with GBTEC AG for re-licensing (against the appropriate remuneration) on the basis of GBTEC AG's then current price list. Regarding the verification of use the purchaser agrees to the following regulation:

a.   Usage statistics

i.   The type and scope of the use of the software may be logged in log files. The log may also show the type and/or the extent of an excessive use of the software. GBTEC AG is entitled to evaluate the log files with regard to an excessive use. GBTEC AG ensures that no personal data is recorded in the log files and that no conclusions regarding the content of the purchaser's data are possible within the system. GBTEC AG is furthermore entitled to disclose the evaluations to its licensors.

ii.   The purchaser is obliged to provide the usage statistics to GBTEC AG at least once a year upon request of GBTEC AG.

iii. In case of an excessive use the purchaser is obligated to acquire corresponding usage rights according to the price list valid at the time of the re-licensing.

iv. If the purchaser does not comply with his duties of notification or cooperation, GBTEC AG is entitled to obligate the purchaser to carry out an internal self-audit.

b. <u>Self-audit</u>

i. The purchaser is obligated under the conditions of § 5.3 a iv to carry out a self-audit at his own expense within three months after breach of his duties of notification and cooperation.

ii. Upon GBTEC AG's request the results of the self-audit including the findings whether the systems are correctly licensed must be disclosed to GBTEC AG. The following is agreed as a minimum scope for a self-audits to be carried out:

- All data sheets, information and documents about the installed software and the existing and used licences necessary for the self-audit are to be viewed and compiled.

- The software licence agreements concluded with GBTEC AG are to be examined to determine to what extent the rights of use, licence types and licence metrics regulated therein cover the actual use of the licences.

iii. GBTEC AG will treat the information gained by way of the self-audit and provided to it by the purchaser as confidential.

iv. In case of reasonable doubt regarding the accuracy of the self-audit of the purchaser, GBTEC AG is entitled to obligate the purchaser to sign an affidavit regarding the accuracy of his statements.

v. Alternatively to conducting the self-audit or in case of doubt about the accuracy of the purchaser's self-disclosure, the purchaser undertakes (as an independent obligation) to enable GBTEC AG to verify the purchaser's compliance with the terms of this contract at the place of use of the software during a period of four years after the conclusion of the contract and to support GBTEC AG in this verification to the best of its ability. The inspection shall be carried out only after notifying the purchaser and only during purchaser's normal business hours. The notification must be given at least seven days in advance. GBTEC AG shall endeavour to interfere with the business of the purchaser as little as possible.

vi.   Further legal claims remain unaffected by this regulation.

vii.   If the (self-)audit results in the finding that the purchaser does not have the required number of licences, the purchaser must pay licence fees including the unpaid maintenance fee for each non-existent but required licence within 30 days after written request by GBTEC AG. Thereby a price of 110 % on the list price valid at the beginning of the licence violation will be applied. If GBTEC AG is unable to clearly determine the beginning of the licence violation on the basis of the available documents and data, it is assumed that the unauthorised use has taken place uninterruptedly since the beginning of the original licensing. However, the purchaser is entitled to provide evidence of a shorter lasting licence violation.

6. Liability for Material Defects and Defects of Title

6.1   GBTEC AG performs its contractual obligations in accordance with the relevant product specifications and at state-of-the-art level. Technical data, specifications and performance data in public statements, especially in advertising material, do not constitute product specifications as defined by the law. The functionality of the software is set out in the product specifications included in the user documentation, which can be viewed on the web page of GBTEC AG, and any potential further agreement to this end. Before the conclusion of the contract, the purchaser has verified that the specifications of the software listed there correspond to his requirements. He is aware of the essential functional features and conditions of the software. Product descriptions and representations in test programs are also part of the performance description but do not constitute guarantees. A guarantee requires the written declaration of GBTEC AG's board of directors.

6.2   Claims of supplementary performance become time-barred after twelve months, except in the case of intent.

6.3   Claims of liability for defects may only be enforced if the vendor has been notified of such defect in writing within one week after the first recognition of such defect.

6.4   The supplementary performance takes place, at the choice of GBTEC AG, either by remedying the defect or delivery of a defect-free software. The delivery can also take place in such a way that GBTEC AG provides the purchaser with a newer version of the software which has more than all the qualities owed according to the contract and does not unreasonably impair the purchaser with regard to the use of the software compared to the quality owed according to the contract. In case of a minor defect GBTEC AG is entitled to provide the purchaser with a workaround solution until the delivery of a new software version.

6.5   Until full payment of the remuneration due under the contract and if the purchaser has no legitimate interest in retaining the outstanding remuneration, GBTEC AG is entitled to refuse the supplementary performance.

6.6   GBTEC AG is not liable in cases where the purchaser has made changes to the performance rendered/ products provided by GBTEC AG, unless these changes did not have any influence on the origin of the defect. The purchaser further loses any claims for liability for defects if and as far as the software is handled improperly by the purchaser or is used in a defective or incompatible hardware or software environment.

6.7   The purchaser will support GBTEC AG in the determination and elimination of defects and will immediately grant access to the documents and files from which the detailed circumstances of the occurrence of the defect result.

6.8   Before asserting claims for supplementary performance, the purchaser shall examine with due diligence whether a defect subject to supplementary performance actually exists. To this end, he shall, in particular, observe the instructions in the user manual. If an alleged defect is not subject to the obligation of supplementary performance (non-existent defect), the purchaser may be charged for the services rendered by GBTEC AG with respect to the verification and attempted correction of the non-existent defect at the respective valid rates of GBTEC AG plus the expenses incurred, unless the purchaser could not have detected the nature of the non-existent defect even by exercising due diligence.

6.9 Place of performance for the supplementary performance is the registered office of GBTEC AG (Bochum). The supplementary performance can be carried out by telecommunicative transmission of software, unless the telecommunicative transmission is not reasonable for the purchaser, e.g. for reasons of IT-security.

6.10 OBLIGATION TO CONCLUDE A SOFTWARE MAINTENANCE CONTRACT: Since an individual remedy of software defects is not in the interest of the purchaser and does not make economic sense for GBTEC AG, the latter will usually proceed with the remedy of defects according to para. 4, sentence 2. The provision of new software versions, however, considerably exceeds the obligation to remedy defects within the scope of the warranty. In order to create a fair balance of interests, the purchaser undertakes to conclude a maintenance contract for the software *based on the General Maintenance Conditions of GBTEC Software AG upon purchase and to maintain it at least until the end of the warranty period.*

7. General Liability

7.1 GBTEC AG is liable for intent and gross negligence. For slight negligence it is only liable in case of violation of an essential contractual obligation (cardinal contractual obligation), the compliance with which only enables the proper execution of the contract and on the compliance with which the purchaser may generally rely, as well as in cases of damages resulting from injury to life, body or health.

7.2 GBTEC AG owes the due diligence customary in the industry. In determining whether GBTEC AG is at fault, it must be taken into account that software cannot be created technically free of errors.

7.3 In case of slight negligence the liability is limited to the amount of the foreseeable damage, that can typically be expected to occur; the maximum liability per calendar year is limited to the amount of the annual maintenance fee and in total to the amount of the paid licence fees.

7.4   GBTEC AG is not liable for the loss of data and/or programs insofar as the damage is based on the fact that the purchaser has omitted to carry out data backups and thereby to ensure that lost data can be restored with reasonable effort.

7.5   The above regulations are also valid for the benefit of the vicarious agents of GBTEC AG.

7.6   The purchaser undertakes to indemnify and defend GBTEC AG against all claims of third parties, including reasonable legal fees, which arise due to or result of the use of the software contrary to the terms of the contract.

8.   Consideration (Remuneration)

8.1   The consideration in the form of remuneration for the pruchase of the software licenses shall be due and paid upon the conclusion of the contract **and independent of any pending customizing or other services by GBTEC** against

- access to the encrypted download of the **standard software**, i.e. the installation media and instructions in accordance with the respective current system requirements (on-premises operation) or

- the provision of the access data for the use of the provided system with the installed **standard software** (hosting operation).

8.2   Unless otherwise agreed, invoices shall be paid within 30 days of receipt of the invoice.

8.3   All prices are in EUR plus the applicable statutory value added tax.

8.4   All taxes are levied in the country of the purchaser due to payments made in accordance with this contract shall be borne by the purchaser. If GBTEC AG as licensor is treated as tax debtor in the country of the purchaser, the purchaser is obligated to fulfil all obligations and formalities on behalf of GBTEC AG. The purchaser will immediately send GBTEC AG all payment receipts of the responsible authority.

8.5   If the purchaser is in default with his contractual payment obligations, GBTEC AG is entitled to charge default interest at the amount of 9 (nine) percentage points above the base rate p.a. (per annum) until payment is received and to suspend the

provision of services until payment is received in full. Originally agreed deadlines, which GBTEC AG thereby postponed, do not lead to GBTEC AG's being considered to be in default on its part. GBTEC AG reserves the right to claim further damages caused by such delay.

9. Final Clauses

9.1 The contracting parties shall mutually provide each other with all information and documents necessary for the performance of the contract. The contractual partners undertake to properly store all documents provided or created within the scope of this contract and to protect them from inspection by third parties.

9.2 The contracting parties undertake to treat the content of the contract as well as all information and documents received in the course of the cooperation, regardless of their nature, as strictly confidential and to use them exclusively for the purpose specified in § 1.2.

9.3 General terms and conditions of the licensee shall not apply to this contract. They shall also not apply if such terms and conditions have not expressly been objected to.

9.4 If any provision of the contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this contract shall remain operative and binding on the parties. The parties agree that in this case the invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any unintentional contractual gaps.

9.5 In the event of a dispute arising from this agreement, the parties shall, prior to conducting legal proceedings (legal action), conduct conciliation in accordance with the Conciliation Rules of the Hamburg Conciliation Board for IT Disputes in the version valid at the time of the initiation of conciliation proceedings. The conciliation proceedings shall serve to settle the dispute in whole or in part, provisionally or finally. If no agreement is reached before the conciliation board, recourse shall be had to the ordinary courts.

9.6 The assignment of claims other than monetary claims is only permitted with the prior written consent of the other contracting party. Consent may not be unreasonably withheld.

9.7 A right of retention may only be asserted with respect to counterclaims from the same contractual relationship.

9.8 The contracting parties may only offset claims that have been legally established or are undisputed.

9.9 There are no side agreements to the contract. Amendments and supplements to the contract must be made in writing. This formal requirement can only be waived by written agreement.

9.10 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

9.11 Exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract is Bochum (Germany). However, GBTEC AG is also entitled to sue at the general place of jurisdiction of the purchaser.

9.12 GBTEC AG shall have the right to name the licensee as a reference customer in internal and external publications and to use his company logo, unless otherwise agreed upon in text form.

GBTEC Software AG