

## General terms and conditions on the timely limited provision of a software (Software as a service)

### 1 General

- 1.1. All, also future services of the Quanos Content Solutions GmbH, Hugo-Junkers-Str. 15-17, 90411 Nürnberg, Germany (hereinafter "**Quanos**") are exclusively subject to the following license terms.
- 1.2. The following contractual terms also apply if the Licensee has communicated its own deviating purchase or other terms or communicates them on documents of the Licensee, in particular orders. Counter confirmations of the Licensee with deviating terms are herewith explicitly objected to.

### 2 Subject of the Agreement

- 2.1. The subject of this Agreement on a timely limited provision of a software (hereinafter "**Agreement**") is the timely limited use of the version of the computer program InfoCube (hereinafter "**Computer Program**") provided by Quanos during the term of this agreement (there will be no delivery of such Computer Program to the Licensee).
- 2.2. InfoCube is a computer program with a knowledge data base, which is made available via internet. The prerequisite for a query in InfoCube is the import of respective content by the Licensee (or its administrators). The accessibility via internet is effected by the hosting of the Computer Program on a server, which the Licensee may then accede via internet. The internet access necessary for the use of InfoCube is not part of the services provided by Quanos. Licensee is responsible to provide an internet connection with sufficient broadband as well as an internet browser according to the system requirements listed in **Annex 1** hereto.
- 2.3. Licensee is aware that the transfer of its content and data via the internet or other networks, which are not operated by Quanos is necessary for the use of the Computer Program. Quanos is not responsible for such transfer.
- 2.4. The service description and manual of the Computer Program (hereinafter "**Manual**") is listed separately as **Annex 1** to these license terms.
- 2.5. Quanos is entitled to at any time amend and improve the functionalities of the Computer Program during the term of this Agreement. Licensee is however not entitled to claim such amendment or improvement.
- 2.6. Quanos is entitled to use derivative data for the amendment and improvement of the Computer Program, i.e. data of the Licensee which are aggregated with the data of other licensees, provided that these data (i) cannot be identified as data of the Licensee; (ii) cannot be used as a source for identification of the Licensee; and (iii) are no personal data.
- 2.7. Quanos is entitled to make available to the Licensee „beta features“ „as is“, i.e. features used for the operation of a test version. Licensee can decide whether it wants to use such beta features, whereby it may only use them for testing purposes, i.e. not for the productive operation. Hence, the beta features are not to be considered an element of the Computer Program as regards representations and warranties.

### 3 Rights to use the Computer Program

- 3.1. Quanos grants Licensee a right to use the version of the Computer Program respectively available during the term of this Agreement in accordance with this Agreement. Such right to use is non-exclusive, non-transferable, not-sublicenseable, geographically worldwide and limited in time to the term of this Agreement.
- 3.2. In order to enable use, Quanos will register the respective access (= Tenant) of the Licensee. For this purpose, Quanos will register the data of the authorisation system provided for by Licensee (Identity Provider) and submit to Licensee the URL of its Tenant. Thereupon, such Tenant may be used by Licensee.

### 4 Availability of the Computer Program

- 4.1. Quanos grants an availability of the Computer Program amounting to an average 99.5% by year. Such availability is computed as follows:

$$\text{System availability} = \frac{\text{Total number of minutes per year} - \text{Excluded downtimes} - \text{Downtime}}{\text{Total number of minutes per year} - \text{Excluded downtimes}} \cdot 100$$

- 4.2. From such availability according to 4.1 are previously announced maintenance times and downtimes due to defects. Therefore, the „excluded downtimes“ in 4.1 are computed as follows: Total number of minutes per year, which are due to the following: (i) previously announced maintenance times, (ii) limitations according to defects of the category 2, 3 or 4 as listed in 6.2 herein, (iii) in case of a defect of the category 1 the times until the receipt of the defect notification during regular business hours, and (iv) times of non-availability due to factors which are not subject to the control of Quanos, e.g. due to unforeseen events, which could not have been avoided even in case of due diligence.
- 4.3. If and insofar the availability falls below the value indicate in 4.1, the royalty listed in 5.1 is reduced as follows: Annual royalty (net) minus 2% per percentage point of shortfall.

### 5 Payments

- 5.1. Licensee pays to Quanos during the term of this Agreement the agreed annually royalty fee plus the respectively applicable value added tax. Payments are due respectively annually in advance.
- 5.2. The fee listed in 5.1 includes a data volume of up to 10 TB in the network and a storage volume of up to 500 GB on the hard disk storage. In case of Licensee exceeding such volumes, the following additional fees are applicable:

Network data volume exceeding 10 TB	Additional data volume: monthly invoicing according to use by charging EUR 4.58 net per additional TB
Hard disk storage – storage capacity: 500 GB	Additional storage capacity: monthly invoicing according to use by charging EUR 93.23 net per additional TB.

- 5.3. Quanos reserves the right to increase the annually fees during the term of this Agreement, by taking into account the factual costs and requirements. In case of price increases Quanos will take into account the industry customs applicable. Quanos will inform Licensee about a po-

tential price increase three (3) months prior to its application. A price increase is earliest admissible after the elapse of a contract term of twelve (12) months.

## 6 Representations and warranties in kind

6.1. Quanos grants to Licensee that the Computer Program is suitable for the use provided for by the present Agreement. The use provided for by the present Agreement is determined by the operation description and manual enclosed as **Annex 1** to this Agreement. The same applies to the regular use of the Computer Program.

Descriptions of the Computer Program, in the form of, e.g. graphic charts, catalogues or similar representations, which exist at the time of the conclusion of the Agreement or will be created in future, contain merely a non-binding description of the Computer Program and do not imply any guarantee. The same applies to the service description and documentation in **Annex 1**.

6.2. During the term of this Agreement, Quanos shall at his own discretion either remove reproduceable defects, create a possibility to circumvene the effects of defects or correct such defects by installing an improved software version (hereinafter referred to as "Supplementary Performance"). The Supplementary Performance is effected according to the following categories:

Level	Definition	Quanos Service
1	Defect which impedes operation	Reaction time: Latest on the same bank working day upon receipt of the defect notice within the regular business hours.  Defect amendment time: Quanos will commence with the defect amendment within one bank working day and deploy staff until the defect has been amended or a circumvention solution has been found which is feasible for the Licensee.
2	Defect which hinders operation	Reaction time: Latest on the bank working day following the day upon receipt of the defect notice.  Defect amendment time: Quanos will commence with the defect amendment within two bank working days and deploy staff until the defect has been amended or a circumvention solution has been found which is feasible for the Licensee.
3	Defect which limits operation	Reaction time: Within five working days upon receipt of the defect notice.  Defect amendment time: Quanos will provide a first answer to the requirements upon complementary information or clarification within five bank working days upon receipt of the defect notice and eventually take into account a circumvention solution or improvement within the framework of one of the following Updates.

Level	Definition	Quanos Service
4	Other, non-significant defects, minor defects	These defects have no decisive impact on the useability of the Computer Program. Such defects are amended in the course of the ongoing development of the Computer Program in one of the next Updates.

A defect which impedes operation is deemed to be given, if the use of the Computer Program is impossible due to malfunctions, wrong working results or defectuous reaction times or lacking availability.

A defect which hinders operation is deemed to be given in case that the use of the Computer Program is only possible subject to significant restrictions and this cannot be circumvented by reasonable organisational measures.

A defect which limits operation is deemed to be given if the use of the Computer Program is limited provided that such defect can be short term compensated by Licensee's own efforts, however the existence of the defect is so limiting that its continuation is not acceptable to the Licensee over a longer period in time.

The Supplementary Performance is effected during regular business hours of Quanos Monday to Friday 9.00 a.m. to 5.00 p.m. (the applicable time zone is Berlin). Regarding bank holidays, the provisions of the state of Bavaria apply.

- 6.3. Quanos is entitled to engage third parties for the purpose of Supplementary Performance. In this regard, Quanos acts neither on behalf nor with power of representation of the Licensee. Any costs arising out of the engagement of third parties are borne by Quanos.
- 6.4. If Quanos can verify that the defects notified by the Licensee are not covered by the warranty, then the Licensee must bear the costs arising from the troubleshooting and other services in connection therewith.
- 6.5. If the Supplementary Performance as described in para. 2 has failed after the expiry of a reasonable time period, the Licensee may, at his discretion, terminate the Agreement or reduce the rental fee. Licensee must notify such measures to Quanos in writing. In addition, Licensee is entitled to claim damages according to No. 8.

## 7 Warranty for defects in right

- 7.1. Quanos holds Licensee free from all third party claims, which are alleged against Licensee for the infringement of intellectual property rights in as far as such infringement shall be caused by the use of the Computer Program by the Licensee in accordance with the terms of this Agreement. This hold-free is subject to the Licensee informing Quanos immediately, entirely and in writing about such claims. Licensee will support Quanos by using best efforts in defending against such claims.
- 7.2. Quanos is entitled to on its own costs effect those changes to the Computer Program which become necessary upon third party claims according to para. 1. Further claims of Licensee are granted in accordance with No. 8.

## 8 Liability

- 8.1. In case of intent, gross negligence or personal injuries, Quanos is liable according to the statutory applicable provisions.
- 8.2. Quanos is not liable in case of light negligence, except in case of the infringement of essential contractual duties, i.e. duties the compliance of Quanos therewith the Licensee may regularly rely upon. In such case, the liability of Quanos is limited to the typical contractual, foreseeable damages.
- 8.3. In as far as the liability according to 8.2 is limited to the typical contractual, foreseeable damages, Quanos assumes that (a) per damage an amount of EUR fivethousand (5,000) and (ii) for all damages caused during one contractual year an annual rental fee according to 4.1 are sufficient for coverage. Licensee will notify Quanos in writing if this amount should not suffice so that a respective amendment of the liability sums can be agreed upon among the parties and Quanos may eventually cover such higher risk with a respective insurance policy.
- 8.4. A non-fault liability of Quanos according to Sect. 536a para. 1 of the German Civil Code (BGB) for defects already existing at the time of the conclusion of this Agreement is excluded.

## 9 Duties of Licensee

- 9.1. Licensee will notify eventual defects per JIRA to Quanos. Licensee is obliged to support as regards the confinement of defects. In particular, Licensee will provide verifiable documents about type and occurrence of deviations from the agreed constitution and indicate how the defect is noted, which effects it causes and under which circumstances it occurs.
- 9.2. Subdomain and Customdomain: Licensee can use via the Tenant a Subdomain held by Quanos such as e.g. companyXYZ.infocu.be or receive a redirection to an own domain (for this purpose Licensee needs to provide the necessary information to Quanos minimum 10 bank working days prior to activation). Licensee guarantees to Quanos that the terms or conceptualities used thereby do not infringe third party intellectual property rights. In case that a third party alleges such infringement against Quanos, Licensee will entirely hold Quanos free from such claims and compensate Quanos for all damages suffered.

- 9.3. Licensee shall not abuse the Computer Program, i.e. in particular not for the publication or dissemination of illegal, defamatory, pornographic or other offensive content. Moreover, Licensee will not use the Computer Program to work upon or publish data, files or texts which infringe third party intellectual property rights. 9.2 last sentence applies respectively.

## 10 Term and termination

- 10.1. This Agreement becomes effective on the first day of the calendar month following the month in which both parties signed the Agreement.
- 10.2. The Agreement has a term of one year. If the Agreement is not terminated with a notice period of two months towards the end of the term, then it is prolonged for another year.
- 10.3. The right to terminate for cause remains unaffected. Cause is in particular deemed to be given in case that Licensee files for insolvency or where the criteria for such insolvency are fulfilled as regards the Licensee.
- 10.4. Any termination requires written form for its validity.

## 11 Confidentiality

- 11.1. The Parties shall treat the conclusion and content of the present Agreement confidential.
- 11.2. Quanos is entitled to name Licensee in the framework of regular commercial advertisement as a reference.

## 12 Miscellaneous

- 12.1. The present Agreement and the Annexes thereto comprise the entire contractual understanding. In case of a contradiction between the Agreement and the Annexes, the Agreement prevails.
- 12.2. Changes and amendments to this Agreement require written form to become valid. The same applies to any provision by which this written form requirement is waived.
- 12.3. A set-off with claims of Quanos is only admissible in case of undisputed or other counter claims finally decided upon. Licensee may only claim a right of retention in case of undisputed or final claims, which result from the same contractual relationship.
- 12.4. In case that one or more of the provisions of this Agreement are or become invalid, the remainder of the Agreement remains unaffected. The invalid provision is to be replaced by a valid provision which comes economically as close as possible to the purpose intended by the invalid provision. The same applies in case that the performance of the Agreement manifests flaws which require coverage or amendment.
- 12.5. This Agreement is exclusively subject to the law of the Federal Republic of Germany under exclusion of the Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 12.6. Exclusive place of jurisdiction for all disputes arising from and in the context of this Agreement is Nuremberg, Germany.