

## General Terms of Delivery and Business of Ceyoniq Technology GmbH

(English Translation of the German original version for convenience only. In case of any doubts the German original version shall prevail.)

As of May 2014

### 1. Application

The following Terms of Delivery and Business of Ceyoniq Technology GmbH shall apply to the entire course of business, especially to all future business transactions even if they do not refer separately to these General Terms of Delivery and Business.

Any provisions deviating from the following or statutory regulations, especially general terms and conditions of the customer, shall only be binding on Ceyoniq Technology GmbH if confirmed in writing by Ceyoniq Technology GmbH. Other contractual conditions shall not become terms of contract even if Ceyoniq Technology GmbH does not explicitly object to such conditions.

In any event, the acceptance of deliveries or partial deliveries shall be considered as acknowledgement of our Terms of Delivery and Business. The delivery without reservation of goods, services or activities or the acceptance of payments shall not constitute any acknowledgement of deviating provisions by Ceyoniq Technology GmbH.

These provisions shall apply subject to change by Ceyoniq Technology GmbH until complete execution of the contractual relationship.

The customer shall be notified in writing of any change to these General Terms of Delivery and Business. Where Ceyoniq Technology GmbH changes the General Terms of Delivery and Business to the disadvantage of the customer, the customer shall be entitled to terminate the contractual agreements without notice within one month after receipt of the notification of change. Ceyoniq Technology GmbH advises the customer of this possibility of termination. Where the customer does not give notice of termination, the change will become effective upon expiry of this month.

### 2. Offer

Information and price lists shall always be subject to change and non-binding.

Orders shall only be considered as accepted if confirmed in writing by Ceyoniq Technology GmbH within three weeks. This shall also apply to agreements concluded by agents and representatives.

Where we make delivery without the customer's prior receipt of an order confirmation, the contract with us shall be considered as concluded on handover of the goods to the haulage contractor or forwarding agent.

Sales and licensing agreements shall be based exclusively on these General Terms and Conditions.

### 3. Prices

Unless otherwise agreed, remuneration shall be invoiced on a time and material basis as far as services are concerned, and according to the prices of Ceyoniq Technology GmbH, which are generally applicable at the time of service provision, as far as sales contracts and licensing agreements are concerned.

Where services are invoiced on a time and material basis, fractions of quarters of a working hour – regarding the last commenced quarter of an hour of a working day – shall be rounded up to the next full quarter of a working hour. If services are remunerated on a time and material basis, the kind and duration of the activities shall be documented, and this documentation shall be transmitted together with the invoice.

Unless otherwise agreed, our prices shall not include the cost of packaging, insurance and transport. All prices shall be in Euro

and represent net prices, to which the statutory value-added tax applicable at the time of invoicing shall be added. As a basic principle, the transmission of invoices by e-mail shall be permissible.

### 4. Payments, delayed payment

Unless otherwise agreed, the customer shall make payment to us 5 days after delivery of the goods or provision of the service or after the respective service has been made available for download and the customer has been notified of the respective access data. In the case of software attendance or maintenance services, the customer shall make payment to us 5 days after the commencement of service provision. Following expiry of this time limit, the customer shall be in default pursuant to § 286 Section 2 no. 2 of the BGB (German Civil Code).

### 5. Setoff, right of retention, prohibition of assignment

The customer shall only be entitled to set off his accounts payable to Ceyoniq Technology GmbH against his claims, which are either undisputed by Ceyoniq Technology GmbH or finally established. Except for matters under § 354a of the HGB (German Commercial Code), the customer shall only be entitled to assign claims to third parties with prior written consent from Ceyoniq Technology GmbH. The customer shall have a right of retention or right to raise the defence of lack of performance of the contract only within this contractual relationship.

Where the customer comes in default of payment, Ceyoniq Technology GmbH shall be entitled to claim default interest of 8% (5% in case of consumers within the meaning of § 13 BGB) above the respective base lending rate p.a. Ceyoniq Technology GmbH reserves the right to provide evidence of higher damage caused and having to be replaced by the customer. Where, on the other hand, the customer provides evidence to Ceyoniq Technology GmbH that no damage at all or substantially lower damage has resulted from the default, the customer shall only be under obligation to replace this damage to Ceyoniq Technology GmbH.

Higher damage in the individual case shall be subject to the burden of proof of the user.

In case of delayed payment, the customer shall bear the risk of accidental loss of the products.

### 6. Place of performance

The place of performance shall be Bielefeld / Germany.

### 7. Shipment, deliveries

Shipment of the contractual objects shall take place for account and at the risk of the customer. The type of shipment, the transport route and the forwarding agent shall be determined by Ceyoniq Technology GmbH. Partial deliveries shall be admissible. Software products of Ceyoniq Technology GmbH, including their user documentation, shall exclusively be made available for download electronically.

Section 6 shall remain unaffected.

### 8. Delivery dates, delay

If a cause, for which Ceyoniq Technology GmbH is not responsible including strike or lockout, affects the compliance with delivery dates ("disturbance"), the date shall be delayed by the duration of the disturbance including an appropriate starting

phase. The customer shall instantly notify CeyonIQ Technology GmbH of any such delay.

Where expenditure increases due to a disturbance, CeyonIQ Technology GmbH shall be entitled to demand remuneration of the additional expenditure unless the customer is not accountable for the disturbance and its cause lies outside his scope of responsibility.

Where an agreed delivery date is exceeded because of reasons, for which CeyonIQ Technology GmbH is responsible, the customer shall set CeyonIQ Technology GmbH an appropriate period of grace for the delivery in writing.

This period of grace shall be at least three weeks. If delivery is not made after expiry of the period of grace and if the customer therefore wishes to make use of his right to rescind the contract or claim damages instead of performance, he shall be obliged to explicitly inform CeyonIQ Technology GmbH about this intention in advance and in writing, including the setting of another appropriate period of grace and the request to deliver. On request from CeyonIQ Technology GmbH, the customer shall be under obligation to declare in writing, within an appropriate time limit, whether – because of the delayed delivery – he withdraws from the contract and/or claims damages instead of performance or insists on the delivery.

Where CeyonIQ Technology GmbH comes in default with delivery of the products ordered or provision of another service without any fault of the customer, and if the customer satisfactorily shows that he has incurred damage as a result of such default, he shall be entitled to claim liquidated damages. The liquidated damages shall be 0.5% of the price of the products delivered belatedly or of the services provided belatedly for each completed week of delay. The overall amount of the liquidated damages shall be limited to 5% of the respective price. Where the customer is partially unable to put deliveries or services in operation in due time, the liquidated damages shall be reduced correspondingly.

## 9. Rights to the licensed product

All rights to the licensed product as well as to all work sheets, data storage media and programmes, which CeyonIQ Technology GmbH has made available and developed for execution of the order, shall remain with CeyonIQ Technology GmbH. Rights of use shall be granted by contract. Even if the customer alters the licensed product or combines it with his own programmes or with the programmes of a third party, CeyonIQ Technology GmbH shall remain the manufacturer within the meaning of § 950 BGB. Deviating agreements shall require written form.

If the aforementioned rights are infringed, the customer shall not be entitled to any further use of the licensed products. CeyonIQ Technology GmbH shall be entitled to revoke the customer's right of use if the customer violates the rights of CeyonIQ Technology GmbH in a not insignificant manner. CeyonIQ Technology GmbH may set the customer a period of grace for remedy. In the event of rescission and in cases, where particular circumstances are in place that justify immediate rescission in due consideration of both parties' interests, CeyonIQ Technology GmbH shall be entitled to rescind the contract without setting a time limit. The assertion of a corresponding cease and desist claim by CeyonIQ Technology GmbH shall not be considered as withdrawal from the contract unless CeyonIQ Technology GmbH explicitly notifies the customer of such withdrawal.

## 10. Reservation of proprietary rights, beginning and end of the orderer's rights

Sold goods shall remain property of CeyonIQ Technology GmbH until the complete fulfilment of all claims under the business relationship. Where the goods are processed or adapted by the

customer, the reservation of proprietary rights of CeyonIQ Technology GmbH shall extend to the entire new object.

Property of the delivered objects and the rights under Section 9 shall only be passed on to the customer on complete payment of the contractual remuneration. Prior to this, he shall only have a preliminary right of use under the law of obligations, which is revocable pursuant to Section 3.

CeyonIQ Technology GmbH shall be entitled to terminate the rights under Section 9 for good cause subject to the requirements of Section 11. In particular, good cause shall be in place if further adherence to the contract by CeyonIQ Technology GmbH cannot be reasonably expected, especially if the customer does not pay the remuneration or substantially violates Section 9.

If the rights under Section 9 do not arise or if these rights end, CeyonIQ Technology GmbH shall be entitled to demand return of the assigned objects or a written assurance from the customer that they have been destroyed, in addition to deletion or destruction of all copies of the objects and a written assurance that this has taken place.

Where the customer asserts rights because of a defect and therefore retains payment, CeyonIQ Technology GmbH shall abstain from termination. Where CeyonIQ Technology GmbH concludes that the payments are retained without good reason, it shall be at liberty to proceed according to the previous paragraph.

Where a contractual object is processed, combined or mixed by the customer with third-party objects, CeyonIQ Technology GmbH shall acquire co-ownership in accordance with the fraction, which corresponds to the proportion between the invoice value of the goods of CeyonIQ Technology GmbH and the invoice value of the other goods used by the customer at the time of processing, combination or mixture.

Where the goods subject to the reservation of proprietary rights are combined or mixed with a main object of the customer or of third parties, the customer shall, additionally and already now, transfer his rights in relation to the new object to CeyonIQ Technology GmbH. Where the customer combines or mixes the goods subject to the reservation of proprietary rights with a main object of third parties in return for remuneration, he shall already hereby cede his remuneration claims against the third party to CeyonIQ Technology GmbH.

The customer shall be entitled to resell the goods subject to the reservation of proprietary rights in the framework of proper business operations. Where the customer sells these goods without receiving the full purchase price in advance or on a step-by-step basis in line with handover of the sales object, he shall agree a reservation of proprietary rights with his end customer in accordance with these conditions. Already now, the customer shall cede his accounts receivable from such resale and the rights under the reservation of proprietary rights, which he has agreed with his customer, to CeyonIQ Technology GmbH. On request, he shall be under obligation to notify the purchasers of the cession and provide CeyonIQ Technology GmbH with the information and documents required for asserting its rights against the purchasers. The customer shall only be authorised to collect accounts receivable from the resale, despite the cession, for as long as he properly fulfils his obligations towards CeyonIQ Technology GmbH.

Where the value of securities made available to CeyonIQ Technology GmbH exceeds the accounts receivable of CeyonIQ Technology GmbH, CeyonIQ Technology GmbH shall be under obligation, on request from the customer, to release securities of its choice. Any assertion of the reservation of proprietary rights by CeyonIQ Technology GmbH shall only constitute withdrawal from the contract if CeyonIQ Technology GmbH has explicitly declared such withdrawal in writing.

## 11. Contract termination

Every termination of the further exchange of services (e.g. in case of withdrawal, abatement, termination for good cause, damages instead of performance) must always be preceded by a threat to do so under indication of the reason and including the setting of an appropriate time limit for removal of the reason (usually at least two weeks), and can only be declared within two weeks after expiry of the time limit. In the cases regulated by law (cf. § 323 Section 2 BGB), setting of the time limit shall not be required. The party responsible for the disturbance completely or predominantly shall not be entitled to demand reversal of the transaction. To become effective, all declarations within this context shall require written form.

## 12. Interfaces

The programming interfaces of the products of CeyonIQ Technology GmbH are subject to continuous technical further development. CeyonIQ Technology GmbH reserves the right to implement technical changes of the interfaces. The partners of CeyonIQ Technology GmbH shall be under obligation to incorporate the above passage into their customer contracts.

## 13. Product information

The information provided on its products by CeyonIQ Technology GmbH shall not give rise to any liability of CeyonIQ Technology GmbH in excess of its liability under the respective individual contract, and CeyonIQ Technology GmbH reserves the right to implement technical changes in the course of product development. Product descriptions and specifications of CeyonIQ Technology GmbH shall only describe the attributes of the products and not represent any quality or durability guarantee within the meaning of § 443 BGB unless CeyonIQ Technology GmbH has confirmed this to the customer in writing and in advance. However, this shall not relieve the user of his obligation to inspect the products and procedures as far as their application for his own purposes of use is concerned.

## 14. Duty of inspection and obligation to give notice of non-conformity

The customer will professionally inspect the products delivered including documentations immediately after delivery or availability in accordance with the regulations under German commercial law (§ 377 HGB), especially with respect to completeness of the data storage media and manuals as well as to the functional capability of basic programme functions, existing transport damage and other external defects. Moreover, the customer shall secure the corresponding evidence and cede possibly existing recourse claims to CeyonIQ Technology GmbH including surrender of the documents. CeyonIQ Technology GmbH must receive complaints and defect notifications without delay, yet no later than within 14 days after receipt of the goods (in case of hidden defects without delay, yet no later than within 14 days after their detection), by means of a registered letter.

Where the customer fails to raise complaints and report defects in due time or fails to do so in the agreed written form, the delivery and service of CeyonIQ Technology GmbH shall be considered as free of defects with respect to the complaint not having been raised or raised according to form and to the defect not reported in due time or not according to form.

Where the customer accepts the delivery or service of CeyonIQ Technology GmbH despite being aware of a defect, he shall only be entitled to the rights derivable from such defectiveness if he has explicitly reserved his rights because of this defect in writing.

The notice of non-conformity must include a detailed description of the defects.

If proof numbers are not available for coordination of the processed data or if such coordination is not the subject of the order, the results of the works shall be acknowledged by the customer as complete and correct.

In any event, the customer shall check the results without delay and immediately report any possible faults or irregularities to CeyonIQ Technology GmbH.

## 15. Warranty

CeyonIQ Technology GmbH warrants the function of the products delivered according to the individual contracts/product or maintenance certificates and the associated documentations. Warranty claims shall not be in place in the event of insignificant deviation from the agreed and assumed quality and in the event of only insignificant impairments of the fitness for use.

Product descriptions without a separate written agreement shall not be considered as a guarantee.

The functions of the products delivered will be carefully checked by CeyonIQ Technology GmbH ahead of delivery according to the specifications applicable at the time of installation. As a result, the products will not have defects cancelling or substantially reducing their value/suitability for contractual use according to the specification/documentation.

In the case of software products, faults in terms of sequences/processes or results cannot be ruled out – despite testing under representative service conditions – when special combinations of data or functions are concerned.

In the meantime, CeyonIQ Technology GmbH shall make available an interim solution to circumvent the fault within an appropriate period of time, provided this is possible by means of reasonable expenditure and provided the customer is no longer able to perform tasks, which are not to be delayed, because of the fault.

In case of material defects, CeyonIQ Technology GmbH shall initially provide warranty through subsequent performance. For this purpose, it shall – at its choice – make a defect-free, new object available to the purchase or remove the defect. Where the customer is a consumer, he shall be entitled to exercise the aforementioned right of choice. If the customer of CeyonIQ Technology GmbH has set another adequate period of grace after an initial time limit has passed unsuccessfully, and if this period of grace has likewise passed unsuccessfully, or if an appropriate number of attempts at subsequent performance and replacement delivery or substitute service have failed, the customer shall be entitled, subject to legal requirements and at his own choice, to withdraw from the contract or reduce the price and demand compensation for damages or expenses. Subsequent performance may also consist in the handover or installation of a new programme version of the same value or in a workaround unless this leads to unreasonable impairment. Where the defect does not impair or only insignificantly impairs the functionality, warranty claims in the framework of updates, upgrades and deliveries of a new version shall be limited to the new elements of the update, upgrade or delivery of a new version as compared to the previous version status. CeyonIQ Technology GmbH shall be entitled, at its choice, to provide warranty at the premises of the customer or at its own business premises. CeyonIQ Technology GmbH shall also be in compliance with its subsequent improvement obligation by making updates, equipped with an automatic installation routine, available for download electronically via the Internet and offering the customer support by telephone for the solution of possibly arising installation problems. CeyonIQ Technology GmbH shall also be entitled to provide services by remote maintenance. The customer shall create the necessary technical requirements at its own expense and provide CeyonIQ Technology GmbH with access to the software after corresponding prior announcement. Where subsequent performance finally fails, is impossible, is refused by CeyonIQ Technology GmbH, is not reasonably acceptable for the customer or is not carried out by CeyonIQ Technology GmbH

within the appropriate time limit set by the customer, the customer shall be entitled to demand reduction of the price (abatement) or withdraw from the contract. The customer may withdraw from the contract immediately if particular circumstances are in place, which make further adherence to the contract unacceptable for the customer in due consideration of both parties' interests.

Moreover, the customer shall be entitled to demand the reimbursement of expenses required for the subsequent performance. This shall be ruled out insofar as such expenses increase because the object of delivery was subsequently transported to a place other than the head office of the customer, unless such transport is in line with the object's designated use.

However, any warranty obligation shall require that the fault is reproducible – following a technical inspection by CeyonIQ Technology GmbH – and reflected in the latest respective status of change taken over by the customer. CeyonIQ Technology GmbH shall be entitled to demand all information and documents from the customer, which is/are required to remove the fault. Defects shall be reported in writing by means of an understandable description of the symptoms of fault and, as far as possible, evidenced by written records, hard copies or other documents illustrating the defects. The notice of non-conformity shall render possible the reproduction of the fault. Statutory duties of inspection and obligations to give notice of non-conformity of the customer shall remain unaffected.

Any damage attributable to improper storage or maintenance on the part of the customer or to non-contractual use shall not be covered by warranty. CeyonIQ Technology GmbH does not assume any warranty either if, without its prior written consent, any extension, change, complementation or other intervention took place on the products by the customer himself or by third parties unless the customer provides evidence that the defect is not attributable to such changes or extensions. Where the defect is based on the defectiveness of a product from a supplier and if this supplier does not act as an auxiliary person of CeyonIQ Technology GmbH, but CeyonIQ Technology GmbH only passes on a third-party product to the customer, the warranty claims of the customer shall initially be limited to cession of the warranty claims of CeyonIQ Technology GmbH against its supplier. This shall not apply if the defect is based on improper handling of the supplier's product, for which the customer is responsible. If the customer is unable to assert his warranty claims against the supplier outside court, the subsidiary warranty for defects of CeyonIQ Technology GmbH shall remain unaffected. CeyonIQ Technology GmbH shall not be liable either for defects attributable to the improper execution of operating conditions or to the use of unsuitable operating equipment by the customer.

The customer shall not be entitled to derive any rights from the defectiveness of deliveries and services of CeyonIQ Technology GmbH if there is only an insignificant reduction of the value or suitability of the deliveries and services of CeyonIQ Technology GmbH.

The customer shall not have a claim for disclosure of an updated license code unless the need for disclosure of an updated license code is attributable to a defect of the licensed object and occurs during the warranty period. The provision of virtual volume licenses shall not give rise to extended warranty claims with respect to the licensed object. Any warranty for volume licenses shall be ruled out.

All other claims based on whatever legal reason shall be ruled out unless liability is compulsory under the law.

CeyonIQ Technology GmbH shall be entitled to demand reimbursement of its expenses if it became active because of a defect notification without a defect actually being and place or reproducible, and if the customer could have understood this fact himself in the event of a reasonable inspection and requested the search for a defect nevertheless, whereupon CeyonIQ Technology GmbH did not find a defect.

CeyonIQ Technology GmbH shall be entitled to refuse subsequent performance until the customer has paid the agreed remuneration less a percentage corresponding to defect's commercial significance.

Where the customer is a consumer, the statutory warranty regulations shall apply without restriction.

The claims shall come under the statute of limitations according to Section 18.

## 16. Defects of title, trademark rights

CeyonIQ Technology GmbH assumes responsibility that the provided results of performance are free of industrial property rights or third-party copyrights within the European Union, Switzerland and Turkey, and that, as far as CeyonIQ Technology GmbH knows, no other rights are in place either that restrict or exclude utilisation, provided the service is used according to contract.

No claims based on defects of title shall be in place for an only insignificant deviation of the services of CeyonIQ Technology GmbH from the contractually agreed quality or suitability attributes.

Third-party software components made available to the customer by CeyonIQ Technology GmbH (Freeware / Open Source Software), which are no result of performance by CeyonIQ Technology GmbH, are made available to the customer regardless of the licensing regulations of CeyonIQ Technology GmbH and exclusively subject to the conditions and provisions applicable to the respective software component, be it in the form of a separate agreement, a licensing agreement in printed form or on the provided data storage medium ("README file") or of a licensing agreement acknowledged at the time of the download. The use of a third-party software component shall be subject exclusively to the conditions and provisions of such a license.

Where a third party asserts claims against the customer due to a violation of trademark rights through the products delivered by CeyonIQ Technology GmbH and if utilisation of the products is impaired or prohibited as a result thereof, CeyonIQ Technology GmbH shall be entitled, at its choice, to either change the contractual services in such a way that they are no longer covered by the scope of the trademark rights, while still complying with the contractual provisions, or to obtain authorisation, which allows the customer to use such products according to contract without restrictions or additional costs.

However, the aforementioned liability shall require that the customer informs CeyonIQ Technology GmbH without delay of possible third-party claims because of trademark right violations in writing and comprehensively, does not acknowledge the alleged violation and handles any dispute, including possible out-of-court settlements, only in agreement with CeyonIQ Technology GmbH. The customer authorises CeyonIQ Technology GmbH to handle the dispute with the third party alone, in court and out of court. Where the customer ceases using the products because of damage mitigation reasons or other important reasons, he shall be obliged to notify the third party that the cessation of use does not constitute any acknowledgement of the trademark rights violation.

Claims of the customer on the basis of defects of title shall come under the statute of limitations pursuant to Section 18.

Where the customer himself is responsible for a trademark rights violation, claims against CeyonIQ Technology GmbH under the above paragraph shall be ruled out. The same shall apply if the trademark rights violation is caused by an application not foreseeable for CeyonIQ Technology GmbH or by the fact that the product is changed by the customer or used together with products not delivered by CeyonIQ Technology GmbH.

More far-reaching claims of the customer due to the violation of third-party trademark rights shall be ruled out. However, the customer's right to withdraw from the contract shall remain unaffected. For the period until declaration of the withdrawal, the customer shall pay a compensation for use.

## 17. Liability

Ceyoniq Technology GmbH shall be liable without restriction for damage caused by Ceyoniq Technology GmbH or its legal representatives or auxiliary persons through wilful misconduct or gross negligence and in cases, where liability is compulsory under the Product Liability Act, to the extent of a guarantee assumed by the seller, and for damage resulting from injuries to life, body or health, for which Ceyoniq Technology GmbH, its legal representatives or auxiliary persons are responsible.

In the event of slight negligence, Ceyoniq Technology GmbH shall only be liable in the framework of the cases mentioned below if an obligation is infringed, the compliance with which is of particular importance for achievement of the respective contractual purpose (cardinal obligation). When it comes to damage to property and financial damage, this liability shall be limited, in terms of amount, to the foreseeable damage typical of this contract. There shall be no more far-reaching liability of the seller. More distant consequential damage of a defect, especially lost profits or not realised savings, shall not be covered by the obligation to provide damages.

The aforementioned limitation of liability shall also apply to the personal liability of employees, representatives and corporate bodies of the seller.

Ceyoniq Technology GmbH shall not be liable for damage caused by its auxiliary persons through slight negligence.

For an individual case of damage, the liability shall be limited to the contract value. In the event of running remuneration, the liability for every event of damage shall be limited – deviating from Sentence 8 – to the running remuneration in the contract year, during which the individual case of damage was caused.

On the basis of a guarantee bond, Ceyoniq Technology GmbH shall only be liable for damages if a liability for damages was explicitly assumed in the guarantee.

In the case of a loss of data, Ceyoniq Technology GmbH shall only be liable for the costs required for restoration of the data subject to proper data storage/backup by the customer. In the event of slight negligence on the part of Ceyoniq Technology GmbH, this liability shall only materialise if the customer carried out proper data storage/backup immediately ahead of the measure, which led to the loss of data. Ceyoniq Technology GmbH does not assume any liability for installation or operating errors or deficient data storage/backup on the part of the customer.

In no event shall the customer be entitled to claim the reimbursement of damage caused by a total breakdown because the IT system of the customer does not have a consistent power supply.

Any liability of Ceyoniq Technology GmbH for all other damage not mentioned here shall be ruled out unless compulsory liability is in place under the statutory regulations.

With respect to his damage mitigation obligation, the customer shall be under obligation to contribute, to an appropriate extent, to the avoidance and mitigation of damage as well to ascertainment and removal of the damage.

## 18. Period of limitation

The period of limitation shall be:

- One year from delivery of the software onwards for purchase price repayment claims based on withdrawal or abatement, yet no less than three months from submission of the effective withdrawal or abatement notice onwards for properly reported defects;

- One year for other claims on the basis of material defects if no consumer is involved in the transaction; where a consumer is involved, the period shall be two years:

- Two years in case of claims based on defects of title if the defect of title does not relate to the right of a third party, on the grounds of which the third party is able to demand surrender of the goods or omission of their use.

- Two years in case of claims for damages or replacement of futile expenses, if the claims are not based on material defects or defects of title; the deadline shall begin at the point in time, at which the orderer became aware, or had to become aware without gross negligence, of the circumstances giving rise to the claim.

- At the latest, limitation shall result on expiry of the maximum periods stipulated in § 199 BGB.

With respect to compensation for damages and expenses on the basis of wilful misconduct, gross negligence, guarantee, malice and injury caused to life, body and health, as well as with respect to claims under the Product Liability Act, however, the statutory periods of limitation shall always apply.

In the event of sale, the period of limitation shall begin on delivery or provision of the contractual objects or of the first reproduction item of the licensed object including the user manual (e.g. for goods on a data storage medium on delivery of the contractual software including the user manual or, in case of sale by download from the Internet, after communication and activation of the access data for the download sector including the user manual.) In the event of delivery of updates, upgrades and new versions, the deadline for these components shall begin to run upon delivery.

Where defects of title are concerned, the time of commencement of the period of limitation shall be the time corresponding to delivery. As a basic principle, this shall be the transfer of the right, i.e. the assignment (§§ 398, 413); where further requirements are in place (e.g. handover, § 453 Section 3 BGB), the concluding activity shall be decisive.

Where an attendance contract is in place between the parties, the deadline for the removal of defects shall comply with the periods agreed in this attendance contract.

## 19. Data storage media, supporting documents, programmes

Where the customer makes data storage media available for the works, they must have the properties established by the manufacturer of the computer and be in good condition. The customer shall bear the risk of faults in the programmes, which he makes available to Ceyoniq Technology GmbH for execution of the order. The same shall apply if such programmes do not meet the requirements of the data processing facility and the operating system used.

Ceyoniq Technology GmbH shall be entitled to retain documents having been handed over to Ceyoniq Technology GmbH in connection with the order until the agreed works/activities have been completed or the contract has been terminated; of these two dates, the respective later one shall be decisive. Any possible statutory or contractual right of retention of Ceyoniq Technology GmbH shall remain unaffected.

The storage period of Ceyoniq Technology GmbH, including for data storage media and programmes, shall end 60 days after completion of the works/activities or termination of the contract unless the customer gives written instruction, no later than one week before expiry of the deadline, to return or store these documents subject to the usual fees of Ceyoniq Technology GmbH.

Where proof numbers, programmes, input data required for the works or other documents made available by the customer are faulty or do not comply with the agreed form, Ceyoniq Technology GmbH shall be entitled to charge the costs required for the removal of such faults or for adjustment to the agreed

form. Such costs shall be charged separately in accordance with the respectively applicable rates of CeyonIQ Technology GmbH.

Overtime, travelling costs and other expenses because of special dates requested by the customer of CeyonIQ Technology GmbH during execution of the works shall be paid by the customer according to the respectively applicable rates of CeyonIQ Technology GmbH. CeyonIQ Technology GmbH shall advise the customer in advance that such costs will arise.

## 20. Programming works

If a programme is to be developed according to a customer order, the customer undertakes to submit the scope of work in writing with all details to CeyonIQ Technology GmbH prior to commencement of the works, and make the test data available to CeyonIQ Technology GmbH at the latest before completion of the programme development works. The scope of these test data must render it possible to test and check the completeness of the programmes developed and the correctness of all programme branches.

The customer shall confirm completeness and correctness of the test results of the respective programme in writing immediately after the test results have been communicated to him. The contract on actual data processing shall begin, unless a later commencement of contract is agreed, on the day of receipt of the aforementioned confirmation by CeyonIQ Technology GmbH and subsequently extend to the agreed contract period.

## 21. Acceptance

Where the software of CeyonIQ Technology GmbH is introduced in the framework of an order or overall project, the performance test based on the service description shall be carried out in connection with the functional specification within one week after installation. Afterwards, a written declaration of acceptance shall be sent without delay to CeyonIQ Technology GmbH. Where the declaration of acceptance is not sent within two weeks after performance, the order or partial project shall be considered as accepted.

The introduced software shall be checked for its functional capability based on the service description in connection with the functional specifications within one week after installation. Faults of Classes 1 (bugs/malfunctions) and/or 2 (configuration faults) detected in this context shall be reported without delay. Where such a report is not made at all, not completely made and/or not made in due time, the acceptance of works delivered according to contract shall be considered as declared.

Go-live of the delivered hardware and software components shall likewise be considered as acceptance of a service provided according to contract.

## 22. Software attendance and maintenance services

Unless otherwise agreed, software attendance and maintenance services shall begin upon delivery of the respective product.

Where third-party products are the subject of such software attendance and maintenance services, deviating software attendance and maintenance conditions of the respective manufacturer may apply, which will be made available to the customer on request.

## 23. Subsequent change requests

The customer shall notify CeyonIQ Technology GmbH of all requested changes in the flow of work including programmes, no matter for what reason they become required. Where the customer makes changes to the input data or in the flow of work, or if additional works not contained in the contract are demanded, the regular hourly rates of CeyonIQ Technology

GmbH shall be charged for the additional works and machine times, which become necessary as a result thereof.

Where change and complementation works are concerned, which are implemented on request of the customer, the customer shall no longer be entitled to base claims on previously agreed periods of completion. CeyonIQ Technology GmbH reserves the right to prolong possibly agreed dates for completion of the works by an appropriate period of time.

## 24. Rights of use and duplication, licensing of software components

In return for payment of the order value for the aforementioned programmes, the customer shall receive the non-transferable and non-exclusive right of use of the software for utilisation according to the scope defined in the license certificate/s. This shall apply to programmes developed and adjusted by CeyonIQ Technology GmbH and to programmes, for which CeyonIQ Technology GmbH acts as a broker or trader.

CeyonIQ Technology GmbH and/or third parties shall hold trademark rights in relation to these programmes. As far as third parties are entitled to such rights, CeyonIQ Technology GmbH shall hold the corresponding rights of use.

Where other rights of use apply to procured or traded programmes or programme components, which are also binding on CeyonIQ Technology GmbH, these rights shall be considered as agreed. The customer shall be entitled to the duplicate the programmes delivered, as far as such duplication is required for utilisation of the programmes. The necessary duplications shall include installation of the respective programme from the original data storage medium to the bulk storage of the utilised hardware and loading of the programme into the working memory.

In addition, the customer shall be entitled to duplication for backup purposes. However, only one single backup copy may be created and stored. The backup copy shall be marked as a backup copy.

The customer shall not be entitled to create further duplications including transfer of the programming code to a printer and photocopying of the manual.

Regardless of their operating system or user platforms, rights of use shall be required for all clients accessing server software or services of CeyonIQ Technology GmbH, irrespectively of the technical realisation of the user software and irrespectively of the use of specific interface components, data concentrators or "proxy" functions for purpose of user access concentration. In particular, this shall also apply to cases where access to the data of server software of CeyonIQ Technology GmbH is made, for instance, via Internet browser technologies, virtualisation technologies or similar technologies.

With regard to applications, which act as clients towards the server software and forward utilisation data from the server (e.g. documents, document attributes, notes, annotations etc.) to browser-based or virtualised front-ends (workplaces) via Internet technologies (or other transport protocols) or forward their queries to the server software and services for further processing, every workplace must be licensed as a client.

Every data processing operation of software components installed on the server for use by third parties (data centre hosting, application service providing, cloud operation, etc.) shall only be admissible following prior conclusion of a corresponding licensing agreement.

Any approach deviating from this procedure shall be agreed with CeyonIQ Technology GmbH.

In the framework of the duty to furnish information, the customer grants CeyonIQ the opportunity to check contractual use, observation of the trademark rights and compliance with the licensing regulations even without prior announcement. The check shall take place on the basis of recorded system information.

Where it is found that licensing rights have been infringed, a contractual penalty amounting to 1.5 times the net list sales price of the product concerned will be imposed.

## 25. Contract period, termination

Orders, according to which CeyonIQ Technology GmbH has to provide periodically recurring services, shall initially be limited to 2 years and be extended automatically by another 12 months unless at least one contracting party gives notice of termination, exclusively in writing, subject to a notice period of 3 months prior to the end of the regular contract period or the respective contract extension period.

The right to extraordinary termination shall remain unaffected.

Orders, which have non-recurring contents, shall be terminable, exclusively in writing, subject to a notice period of one month. The works carried out by CeyonIQ Technology GmbH until termination of the contract shall be remunerated by the customer according to the respectively applicable rates of CeyonIQ Technology GmbH.

## 26. Sub-contractors

CeyonIQ Technology GmbH shall be entitled to have services provided by third parties (sub-contractors). Prior to the involvement of such sub-contractors, CeyonIQ Technology GmbH will notify the customer of them in writing. The customer shall be entitled to reject the involvement of a certain sub-contractor by written notification to CeyonIQ Technology GmbH immediately after the written notification from CeyonIQ Technology GmbH, including indication of the reasons that make the provision of services by this sub-contractor unreasonable.

## 27. Packaging material

Packaging material shall be disposed by the customer. Sufficient volumes of transport packaging shall be kept in store for the possible handling of repairs.

## 28. Export provisions

The customer is advised that exportation of the products delivered according to the respective relevant export provisions of the United States of America, the European Union and/or the Federal Republic of Germany may be ruled out and/or subject to approval. The customer shall be responsible to ensure that, in the event of possible re-exportation of the contractual products, all relevant, applicable national or international export provisions are observed and possibly required approvals are obtained.

In the event of infringement of these obligations, the customer shall exempt CeyonIQ Technology GmbH from all claims and replace any damage, which the supplier or licensor of CeyonIQ Technology GmbH, third parties or government and/or international authorities or organisations assert against CeyonIQ Technology GmbH.

## 29. Data protection

The contracting parties undertake to keep all data, information and documents confidential, which are disclosed to them in the course of performance of the contract, unless they are publicly accessible anyway or explicitly designated for publication. In cases of doubt, facts shall be treated as confidential.

The contracting parties undertake neither to publish the confidential information nor to use it for any purpose not serving the destined implementation of this contract without prior consent from the other party. The transfer of information required for the destined implementation of the contractual relationship to third parties placed under a confidentiality

obligation (e.g. in the framework of commissioned data processing or the forwarding of customer information to third parties obligated to delivery and service performance) shall be admissible.

The legal regulations regarding data protection of the countries, to which this contract is related, shall be taken into consideration.

The employees of CeyonIQ Technology GmbH have signed a data protection statement pursuant to §5 of the BDSG (Federal Data Protection Act).

## 30. Force majeure

Where contractual obligations cannot be fulfilled, cannot be fulfilled in due time or cannot be fulfilled otherwise according to contract due to the impact of force majeure such as war or unrest, natural disasters or fire, epidemics or quarantine, strike or lockout, government measures or similar circumstances, the respective contracting party shall be exempted from compliance with this obligation according to the scope of this impact.

The contracting parties will inform each other without delay about cases of force majeure.

## 31. Place of jurisdiction

Where the customer is a businessman within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law or where he does not have a general place of jurisdiction in Germany, Bielefeld/Germany shall be agreed as the place of jurisdiction for all disputes arising in the framework of the execution of this contractual relationship.

## 32. Applicable law

German law shall apply exclusively to all contracts. The provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall be ruled out.

## 33. Written form

To become effective, verbal ancillary agreements as well as changes or amendments to these General Conditions of Delivery and Business shall require a written confirmation from the involved contracting parties. This shall also apply to a change or waiver of the present clause. Electronic documents in text form do not fulfil the written form requirement. General terms and conditions of the customer shall not be applicable.

## 34. Severability clause

Should individual provisions of the above provisions of the General Terms and Conditions be or become ineffective, this shall not affect the effectiveness of the other conditions.

The contracting parties undertake to replace the ineffective provision with a one that comes as close as possible to the original commercial purpose, the original intention and the state of jurisprudence at the time of its use.

All appendices mentioned in this contract shall be binding integral parts of the contract.