

GENERAL TERMS FOR TOSIBOX SOLUTIONS

These General Terms for TOSIBOX solutions (“**General Terms**”) apply to all purchases of Services by Customer from TOSIBOX (“**Supplier**”) (each a “**Party**”, and together, the “**Parties**”) as specified in the relevant Order Form(s) signed by Customer and Supplier. These General Terms, together with the Order Form(s) and all annexes and/or attachments appended thereto, constitute an integral part of the agreement between the Parties (“**Agreement**”) and are fully incorporated hereunder.

If Customer does not have its registered seat in Finland, but one of the countries listed in Section 20, the General Terms set forth in Sections 1 to 19 shall be replaced, amended and modified if and to the extent such amendment, replacement or modification is provided for in Section 20. If Section 20 does not provide for an amendment, replacement or modification of a specific provision set forth in Sections 1 to 19, the respective provision in Sections 1 to 19 shall remain to apply.

SERVICES

1 SCOPE OF SERVICE

- 1.1 Supplier shall provide to Customer the Services in accordance with the applicable Service Descriptions and as set forth in the applicable Order Form(s). Supplier reserves the right to select and change, the underlying technology and procedures for producing the Services. Moreover, Supplier is entitled to change the Services, so long as any such change does not adversely impact the functionalities or usability of the Services.
- 1.2 The Services shall be delivered from the service center(s) specified by Supplier. If Customer chooses a Supplier service center, Supplier shall be responsible for such service center(s) and shall have the right to select and change the service center(s) in its sole discretion.
- 1.3 Supplier is committed to performing the Services materially in accordance with the relevant Service Level Agreement applicable to the Services.
- 1.4 Supplier shall assign user identifiers, numbers, addresses and other such identification to be used by Customer (hereinafter “**Identification Information**”) in using the Services. Based on Customer requests and needs, Supplier reserves the right to change or suspend the Identification Information if such changes are required for technical reasons.
- 1.5 Customer is responsible for taking all necessary measures to ensure that the Services are used only by its authorized users and shall ensure that the authorized users maintain their usernames and passwords diligently and do not disclose them to third parties. Customer is responsible for any use or misuse of the Services which has been caused by Customer. If a third party has illegally obtained access to the Services of Customer, Customer shall inform Supplier immediately thereof. Supplier is entitled to close the Services with immediate effect upon receipt of the above-mentioned information.

2 SERVICE WARRANTY

- 2.1 Supplier represents and warrants that the Services will operate materially in conformance with the applicable Service Descriptions during the term of the Agreement, provided that (i) the Service is implemented and operated in accordance with all instructions supplied by Supplier; (ii) Customer notifies Supplier of any Error in the Services immediately after the discovery thereof; (iii) Customer has properly implemented all software updates recommended by Supplier; (iv) Customer has properly maintained all associated equipment, software and environmental conditions in accordance with the applicable specifications and industry standards; (v) Customer has not introduced other equipment or software that may have an adverse impact on the Service; and (vi) Customer has paid all amounts due hereunder and is not in default of any provision of the Agreement. Supplier’s liability for any breach of its representations and warranties

shall be limited to Supplier using its commercially reasonable efforts to remedy, correct or change the Service to materially operate in conformance with the applicable Service Descriptions.

- 2.2 The Services require a stable internet connection and Supplier is not responsible for the quality of Customer’s internet connection (including but not limited to fiber, broadband, cellular, satellite, Wi-Fi, etc.).
- 2.3 If, after investigation of Customer’s notification of an alleged Error, it turns out that in fact there is no Error or defect in the Services, Supplier reserves the right to charge Customer for the expenses incurred from such investigation.

3 LICENSE GRANT

- 3.1 Subject to Customer’s due compliance with all terms and conditions of the Agreement, Supplier grants Customer a non-exclusive, non-transferable, revocable, limited right and license to use the Services for the term of the Agreement in accordance with the Service Descriptions and solely for Customer’s internal business purposes. Customer’s internal business purposes includes the right of Customer’s customers and business partners to use the Services for as long as the Services form an integral and inseparable part of Customer’s ordinary business. Customer shall be fully responsible and liable for the use of the Services in accordance with the Agreement by its customers and partners. Supplier reserves all rights not expressly granted to Customer.

4 RESTRICTIONS OF LICENSE

- 4.1 Customer is not entitled to assign its rights and obligations pursuant to these terms. Except as otherwise expressly agreed in the Agreement or permitted by the mandatory provisions of applicable law, Customer may not sub-license, sell, lease, lend, resell, distribute, alter or amend the Services, create derivative works based on the Services, reverse-engineer, disassemble or decompile any software components or any part thereof or otherwise reduce such software to any human-perceivable form.
- 4.2 In case Customer transfers its business unit, in which the Services have been used, to a third-party, such third-party shall enter into a new Agreement with Supplier in order to continue the use of the Services.
- 4.3 In case Customer merges with another entity the use of the Services shall remain within the same scope as set forth in the Agreement. The use of the Services may be extended to cover the entire new organization only upon written agreement with Supplier.

5 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 5.1 Title, ownership rights and Intellectual Property Rights including, but not limited to, the copyright in the Services, shall remain the exclusive property of Supplier and/or its suppliers. The Services are protected by copyright laws and international copyright treaties, as well as other intellectual

property treaties. The Agreement does not grant Customer any right to make any enhancements or updates to the Services.

- 5.2 In case the Intellectual Property Rights of a third party are infringed by the Services, Supplier shall at its own discretion and cost either (i) acquire a license to use the Services, (ii) amend the Services so that the alleged infringement is avoided or (iii) replace the Services with corresponding Services. Should any of the actions be deemed commercially unreasonable for Supplier, as determined by Supplier in its sole discretion, Supplier shall have the right to terminate the Agreement with immediate effect upon which Customer shall immediately cease and stop using the Services.
- 5.3 Supplier shall be liable to defend at its own cost Customer against claims that the Services infringe any third party Intellectual Property Rights, provided that Customer informs Supplier of the claim in writing immediately and permits Supplier the exclusive right to defend or settle the claims, and gives Supplier all available necessary information, assistance and authorizations. Supplier shall be liable for the payments of final damages awarded in a trial or agreed to be paid in settlement to a third party, provided that Customer has acted in accordance with the foregoing.
- 5.4 Supplier shall not be liable for any claim, which:
- results from alteration of the Services by Customer or from compliance with instructions given by Customer;
 - results from the use of the Services for a purpose they have not been designed or approved for, or use of the Services together with another product or service not delivered by Supplier, or against the directions given by Supplier; or
 - could have been avoided by using corresponding Services, which have been released, offered, and notified in advance to Customer without any separate charge.

6 SOFTWARE LICENSE KEYS

- 6.1 The software license keys shall enter into force on the day of signing the Agreement and shall remain in effect for the term of the Agreement.
- 6.2 Upon termination of the Agreement for any reason, Supplier may revoke all software license keys rendering publicly available Supplier software unusable.

OTHER TERMS

7 SUPPLIER'S OBLIGATIONS

- 7.1 Supplier shall:
- employ qualified personnel and use reasonable skill and care to ensure that the Services are performed in accordance with the Agreement;
 - use commercially reasonable efforts to carry out all of Supplier's other responsibilities in a timely and efficient manner as set forth in the Agreement;
 - obtain and maintain all necessary licenses, consents, and permissions necessary for Supplier, its contractors, and its agents to perform their obligations under the Agreement; and
 - ensure that its systems comply with the relevant specifications described in the Agreement.

8 CUSTOMER'S OBLIGATIONS

- 8.1 Customer shall:
- provide Supplier with the necessary cooperation and access to all such information as may be required by Supplier for the performance of the Services, including

but not limited to the Customer Data and security access information;

- use the Services in accordance with the Agreement and the purpose for which they are provided;
- be responsible for determining the suitability of the Services for Customer's business and complying with any laws and regulations applicable to Customer and Customer's use of the Services;
- ensure that its network and systems comply with the relevant specifications provided by Supplier from time to time, ensure the security of its network and systems, and be solely responsible for procuring and maintaining its IT systems and network connections; and
- be responsible for backing up and storing the Customer Data unless the Parties expressly agree that this obligation is to be included in the Services.

9 SUBCONTRACTING

- 9.1 Customer acknowledges and agrees that Supplier may involve Affiliates or other subcontractors in the performance of its obligations hereunder. Supplier shall be fully liable for the work of any such Affiliate or subcontractor as for its own work. Upon request, Supplier will notify Customer of the subcontractors used. In case there is a change of subcontractor used for the provision of the Services and the subcontractor is in direct interaction with Customer, Supplier shall notify Customer of such change as soon as practically possible.

10 CUSTOMER DATA

- 10.1 Customer shall, upon Supplier's request, provide all Customer Data necessary for the delivery and operation of the Services to Supplier and shall inform Supplier of any changes to its Customer Data without delay. Customer shall own all rights, title and interest in and to all Customer Data.
- 10.2 Customer represents and warrants to Supplier that the Customer Data is accurate, and that Customer has the right, and all third-party consents and authorizations from data protection and other authorities necessary to transfer all Customer Data, including any Personal Data, to Supplier for the purpose of Supplier providing the Services. Customer acknowledges and agrees that this entails amongst other using, storing, copying, transferring and processing the Customer Data, in and outside of Customer's country, for the purpose of providing the Services.
- 10.3 To the extent Supplier processes Personal Data for which Customer is the controller, the Parties shall conclude a data processing agreement which shall govern the processing of Personal Data by Supplier on behalf of Customer.
- 10.4 Customer grants Supplier a non-exclusive right to use, store, copy, transfer and process all Customer Data for the purpose of providing the Services in and outside of Customer's country, as well as for developing, analyzing, monitoring, and improving Supplier's services in and outside of Customer's country. The rights granted herein are sublicensable to subcontractors of Supplier.
- 10.5 Customer maintains full responsibility for the Customer Data and other data provided by it, including, but not limited to, non-infringement of third-party Intellectual Property Rights, and compliance with the applicable laws or regulations issued by authorities.

11 FEES AND INVOICING

- 11.1 Customer shall pay Supplier for the Services in accordance with the pricing and invoicing principles defined below unless the Agreement provides otherwise.
- 11.2 Unless otherwise set forth in the Agreement, all Fees quoted are exclusive of any applicable sales tax and withholding tax, as the case may be, which may be added to the Fees and invoiced to Customer.
- 11.3 All payments shall be made on or before the due date specified in the invoice. The term of payment shall be net thirty (30) days from the date of the invoice unless otherwise agreed in the Agreement. If Customer objectively and in good faith disagrees with the content of an invoice, it must, without delay, dispute the invoice by providing Supplier with written notice of such dispute. The Parties shall discuss and attempt to resolve any such dispute within thirty (30) days of notice thereof. Notwithstanding the foregoing, Customer shall pay the undisputed portion of the invoice on or before the due date specified in the invoice. Any outstanding and overdue sums shall be subject to interest at the annual rate of ten percent (10%) or the highest rate allowed under the applicable law.
- 11.4 If Customer has not made a payment when due, and regardless of whether Supplier has made a request for payment, all of Customer's other receivables (whether due or not), as well as any interest or penalties related thereto, shall become due for immediate payment, and Supplier may, without any further liability, suspend the Services until Customer has made all payments in full.
- 11.5 Unless otherwise agreed by the Parties, Services are charged in advance as set out in the Agreement.
- 11.6 Unless otherwise agreed by the Parties, all other services are charged according to Supplier's then valid price list monthly in arrears. Supplier has the right to change its list prices during the Agreement term by notifying Customer thirty (30) days before the new prices take effect. In addition, Customer shall be charged for travel costs, accommodation and per diem allowance (when applicable) incurred in Supplier's performance of the Services.

12 CONFIDENTIALITY

- 12.1 Except as otherwise provided in the Agreement, all Confidential Information and documents containing Confidential Information shall remain the property of the Party originally disclosing the Confidential Information. Each Party shall maintain confidentiality of the Confidential Information provided in connection with the Agreement and shall refrain from disclosing or using it for any other purpose than in connection with the Agreement.
- 12.2 Each Party shall make any Confidential Information provided by the other Party available to only those of its employees, advisers, subcontractors or agents who need to know the Confidential Information in connection with the Agreement. The Parties shall inform all persons (including its employees, advisers, subcontractors or agents, and the employees of the subcontractors or agents) to whom a disclosure of Confidential Information is made, as permitted herein, of the obligations of confidentiality and any such advisers, subcontractors or agents shall execute a written agreement incorporating provisions on confidentiality no less restrictive than those of this Section 12.
- 12.3 The confidentiality obligations in this Section 12 shall not apply to Confidential Information, which:

- a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or
- b) was known to the receiving Party prior to disclosure by the disclosing Party; or
- c) is disclosed to the receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the disclosing Party; or
- d) is required to be disclosed in response to a valid order by a court or any other governmental authority or otherwise required by applicable securities or other laws, provided that the disclosure shall be limited to the extent required for such purpose and, to the extent allowed under the applicable law, the Party shall give prior written notice thereof to the other Party so that such Party may seek to obtain a protective order or other form of protection, if available.
- 12.4 Upon the termination or expiration of the Agreement or upon the request of the disclosing Party, whichever occurs first, the receiving Party shall return to the disclosing Party any Confidential Information and materials disclosed under the Agreement.

- 12.5 Notwithstanding the provisions of this Section 12, Supplier has the right to disclose any Confidential Information received from Customer under the Agreement to its Affiliates and subcontractors as it deems necessary to provide the Services or have the Services provided on its behalf.

- 12.6 Supplier reserves the right to include Customer in its reference list.

13 LIMITATION OF LIABILITY

- 13.1 SUBJECT TO SECTION 13.3 BELOW, SUPPLIER'S, INCLUDING ITS RESELLERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND PARTNERS, TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, UNDER ANY BASIS OR LEGAL THEORY, WHETHER IN CONTRACT TORT OR OTHERWISE, IS LIMITED TO DIRECT DAMAGES CAUSED BY THE SERVICES AND TO AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF SERVICE FEES PAID BY CUSTOMER TO SUPPLIER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 13.2 SUBJECT TO SECTION 13.3 BELOW, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES HOWSOEVER ARISING. FOR THE AVOIDANCE OF DOUBT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES, WHETHER THE SAME ARE SUFFERED DIRECTLY OR INDIRECTLY OR ARE IMMEDIATE OR CONSEQUENTIAL, AND WHETHER THE SAME ARISE IN CONTRACT, TORT OR OTHERWISE HOWSOEVER, EVEN IF THE PARTY HAS PREVIOUSLY BEEN INFORMED OF THE POSSIBILITY THAT SUCH LOSS OR DAMAGE MAY ARISE, WHICH FALL WITHIN ANY OF THE FOLLOWING CATEGORIES: SPECIAL DAMAGE, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF TIME, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA.
- 13.3 THE EXCLUSIONS IN SECTIONS 13.1 AND 13.2 SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW, BUT NEITHER PARTY EXCLUDES LIABILITY FOR: (i) GROSS NEGLIGENCE, (ii) WILLFUL MISCONDUCT, (iii) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (iv) DEATH OR PERSONAL INJURY.
- 13.4 Notwithstanding any statutes of limitation which may provide otherwise, and which cannot be waived by contract, all claims under the Agreement must be made within six (6) months

from the time at which the Party making the claim became aware of the event that gave rise to the claim. Such claims may, under no circumstances, be brought later than one (1) year from the event that gave rise to the claim.

14 TERM

- 14.1 Except where expressly otherwise agreed in the Agreement, the Agreement is of full force and effect as of the Effective Date and shall remain valid for a fixed term of thirty-six (36) months (“**Initial Term**”).
- 14.2 Except where expressly otherwise agreed in the Agreement, after the Initial Term, the Agreement shall automatically renew for successive twelve (12) month terms each unless written notice of termination has been given by either Party to the other at least sixty (60) days prior to the expiration of the Initial Term or any renewal term.

15 TERMINATION

- 15.1 A Party is entitled to terminate the Agreement in writing with immediate effect, in whole or in part, if:
- a) the other Party has materially breached its contractual obligations and fails to remedy such breach within thirty (30) days from receipt of written notice thereof; or
 - b) liquidation proceedings are commenced against the other Party; or
 - c) the other Party files for bankruptcy, has applied for a public summons for its creditors, or has otherwise been found insolvent; or
 - d) the other Party is unable to perform its obligations under the Agreement because of Force Majeure and such circumstances continue for more than three (3) months.
- 15.2 At the termination or expiration of the Agreement, Supplier will delete or hand over to Customer the Customer Data in Supplier’s possession.
- 15.3 After the termination or expiration of the Agreement, such contractual provisions of the Agreement, which by their nature are intended to remain in effect, shall remain in effect. Such provisions include, but are not limited to, the provisions on Ownership and Intellectual Property Rights, Confidentiality, Limitation of Liability, and Applicable Law and Dispute Resolution.

16 TRANSFER OR ASSIGNMENT OF AGREEMENT

- 16.1 Customer is not entitled to transfer or assign its rights and obligations under the Agreement, in whole or in part, to any third party without prior written consent of Supplier.
- 16.2 Supplier reserves the right to transfer or assign its rights and obligations under the Agreement, in whole or in part, to an Affiliate of Supplier or to a third party to which the relevant business operations concerning the Services under the Agreement are transferred.
- 16.3 Supplier also reserves the right to transfer its receivables under the Agreement to a third party.

17 APPLICABLE LAW AND DISPUTE RESOLUTION

- 17.1 The Agreement is governed by the laws of Finland, excluding its conflict of laws provisions and principles. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.
- 17.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three (3). The seat of

arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

18 MISCELLANEOUS

- 18.1 In the event that a Party is prevented from fulfilling its obligations under the Agreement due to circumstances beyond its control, which it could not or should not have reasonably taken into consideration at the time the Agreement was executed and which it could not avoid or overcome (“**Force Majeure**”), such Party shall immediately notify the other Party of the occurrence of the Force Majeure circumstances which may postpone the time of performance, and that Party shall be relieved from liability for damages and other sanctions. Responsibilities and obligations specified in the Agreement are subject to immediate fulfillment after the end of the Force Majeure circumstances unless otherwise agreed upon in writing authorized and executed by both Parties.
- 18.2 All notices submitted or given hereunder shall be addressed to the contact persons given in the Agreement or as notified by such contact persons or their successors from time to time. All notices shall be in writing. Notices, excluding the normal day-to-day correspondence between Customer and Supplier (for which e-mail also is sufficient), shall be sent by e-mail followed by an original letter by courier or certified mail.
- 18.3 Nothing in the Agreement is intended to or shall operate to create a partnership between the Parties or authorize either Party to act as agent for the other. Neither Party shall have the authority to act in the name of, on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.4 Failure or delay on the part of either Party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof. A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 18.5 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude statutory rights provided by law.
- 18.6 If any part of the Agreement is held to be invalid or unenforceable, such determination shall not invalidate any other provision of the Agreement, and the Parties shall attempt, through negotiations in good faith, to replace any part of the Agreement so held to be invalid or unenforceable. The failure of the Parties to reach agreement on the replacement provision shall not affect the validity of the remaining part of the Agreement.
- 18.7 No modification of the Agreement, waiver of any provision or additional contractual relationship shall be valid unless approved in the form of a written amendment to the Agreement signed by duly authorized representatives of both Parties.
- 18.8 The Agreement represents the entire understanding between both Parties in relation to its subject matter and supersedes all prior agreements, understandings or arrangements made by either Party, whether oral or written.
- 18.9 The Parties shall comply with all applicable import, export control and sanctions laws, including without limitation, the laws of the USA, the EU, and the member states in which the Parties have their seat (the “**Export Laws**”) in the

performance of the Agreement. Customer, its Affiliates, and authorized users shall not directly or indirectly export, re-export, release, or transfer the Service in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data. The Service will not be provided in Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) or Syria. Upon Supplier's request, Customer shall provide information and documents to support obtaining an export authorization. Upon written notice to Customer, Supplier may immediately terminate Customer's subscription to the affected Service if (i) the competent authority does not grant such export authorization within eighteen months or (ii) Export Laws prohibit Supplier from providing the Service to Customer.

19 DEFINITIONS

Affiliate: a company that controls a Party, is controlled by a Party or is under common control with a Party. A company shall be presumed to be controlled by another if that other company has more than fifty percent (50%) of the votes in such entity and is able to direct its affairs.

Agreement: the Purchase Order, these General Terms and all annexes and attachments agreed by the Parties to be appended thereto.

Confidential Information: technical, financial and/or commercial information relating to the Parties' respective businesses, facilities, products, techniques and processes in form of oral disclosure, demonstration, device, apparatus, model, sample of any kind, computer program, magnetic medium, document, specification, circuit diagram, or drawing and visual observation of the aforesaid, which information is proprietary to the disclosing Party or to its Affiliates and is either clearly labeled as such or clearly identified either orally or in writing as Confidential Information or that from the circumstances of disclosure should be deemed to constitute Confidential Information of a Party.

Customer Data: Customer-specific data stored or otherwise provided by Customer or Supplier on Customer's behalf for the purpose of using the Services or facilitating Customer's use of the Services, as well as data generated by the Services based on Customer input.

Effective Date: the date of last signature of the Agreement.

Error: an error or problem in the Services, which prevents the Services from performing substantially in accordance with the specifications set forth in the Service Description.

Export Laws: has the meaning defined to it in Section 18.9.

Fee(s): Service fees payable by Customer to Supplier for the Services, as set forth in the Agreement or otherwise agreed by the Parties from time to time.

Force Majeure: has the meaning defined to it in Section 18.1.

General Terms: has the meaning defined to it in the introductory paragraph.

Identification Information: has the meaning defined to it in Section 1.4.

Intellectual Property Rights: any registered or unregistered rights in inventions, including patent applications, patents and utility models, design rights, copyrights, trademarks, trade names and services names, domain names, knowhow and other trade secret rights and all other intellectual property rights, derivatives thereof and forms of protection of a similar nature anywhere in the world.

Initial Term: has the meaning defined to it in Section 14.1.

Order Form: means the purchase order for the Services.

Party and Parties: have the meaning defined to them in the introductory paragraph.

Personal Data: any information relating to an identified or identifiable natural person as defined in the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, pursuant to which an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Professional Services: consultation, training, operational analysis, design and/or other preparatory project work as defined in the Service Description.

Service(s): the services defined in the Agreement and in each Supplier Service Description, including Professional Services.

Service Description: the description of each Service made available to Customer by Supplier from time to time.

Service Level Agreement or SLA: the applicable standard Supplier Service-specific service level agreement set out in the Service Description, which sets forth agreed upon service levels and requirements for a Service, key performance indicators, and processes undertaken to achieve the agreed service level.

Supplier: has the meaning defined to it in the introductory paragraph.

20 SPECIAL TERMS FOR CERTAIN JURISDICTIONS

Customers having their registered domicile in Germany

20.1 Section 1.1 shall be replaced by the following provision:

Supplier shall provide to Customer the Services in accordance with the applicable Service Descriptions and as set forth in the Agreement.

Unless explicitly specified in the Agreement, Supplier reserves the right to select the underlying technology and procedures for producing the Services.

Moreover, Supplier is entitled to change the Services, so long as any such change (i) does not adversely impact the functionalities or usability of the Services, (ii) does not impair the legitimate interest of Customer and (iii) is limited to cases where technology currently used to provide the Services has been updated or changed, if Supplier's suppliers or subcontractors cease their supply, or any comparable circumstances occur.

20.2 Section 1.4 shall be replaced by the following provision:

Supplier shall assign user identifiers, numbers, addresses and other such identification to be used by Customer (hereinafter "Identification Information") in using the Services. Based on Customer requests and needs, Supplier reserves the right to change or suspend the Identification Information if such changes (i) are required for technical reasons, (ii) do not adversely impact the functionalities or usability of the Services, and (iii) do not impair the legitimate interest of Customer.

20.3 Section 2.1 shall be replaced by the following provision:

Supplier warrants (*gewährleistet*) that the Service will operate materially in conformance with the applicable Service Descriptions during the term of the Agreement, provided that (i) the Service is implemented and operated in accordance with all instructions supplied by Supplier; (ii) Customer has properly implemented all software updates recommended by Supplier; (iii) Customer has properly maintained all associated equipment, software and environmental conditions in accordance with the applicable specifications and industry standards; and (v) Customer has not introduced other equipment or software that have an adverse impact on the Service.

Customer is obliged to duly inspect the service upon its receipt and to notify Supplier of any Error in the Service immediately after the discovery thereof.

Supplier shall remedy an Error with either a new portion of the Service that is free of defects or, at its election, by eliminating the Error. One of the ways Supplier may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the Error.

Except for damage claims which become time-barred pursuant to Section 13.4, warranty rights (*Gewährleistungsrechte*) of Customer expire one year after the respective Service has been provided to Customer. This does not apply in case of fraudulent behavior and if Supplier gave a guarantee, in which cases the statutory time limitations apply.

Any damage claims of Customer against Supplier resulting from a culpable breach of the warranty (*Gewährleistung*) are subject to Section 13.

20.4 At the end of Section 4.1, the following sentence shall be added:

The mandatory rights of Customer set forth in Sections 69d and 69e of the German Copyright Code remain unaffected.

20.5 At the end of Section 5.3, the following sentence shall be added:

If applicable mandatory law prevents Supplier to directly defend or settle the claims, Customer shall defend against such claims in coordination with Supplier and shall only settle such claims with the prior written consent of Supplier.

20.6 The last sentence of Section **Error! Reference source not found.**, shall be replaced by the following sentence:

Any outstanding and overdue sums for which Customer is in delay (*Verzug*) shall be subject to interest of nine (9) percentage points above the basic rate of interest.

20.7 Section 11.4 shall be replaced by the following provision:

If Customer has not made a payment when due, and regardless of whether Supplier has made a request for payment, all of Customer's other receivables (whether due or not), as well as any interest or penalties related thereto, shall become due for immediate payment.

If a material portion of payment has not been made when due, Supplier may, without any further liability, suspend the corresponding Services until Customer has made all outstanding payments in full.

20.8 At the end of Section 12.3, the following half sentence shall be added:

a) may be disclosed pursuant to Sec. 5 of the German Trade Secrets Act.

20.9 Section 13.3 shall be replaced by the following provision:

THE EXCLUSIONS IN SECTIONS 13.1 AND 13.2 SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW, BUT NEITHER PARTY EXCLUDES OR RESTRICTS LIABILITY: (i) FOR GROSS NEGLIGENCE, (ii) FOR WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION, (iii) FOR INJURIES TO LIFE, BODY OR HEALTH, (iv) UNDER THE GERMAN ACT ON PRODUCT LIABILITY (*PRODUKTHAFTUNGSGESETZ*). EACH PARTY SHALL ALSO BE LIABLE FOR BREACHES OF A CONTRACTUAL OBLIGATION, THE FULFILMENT OF WHICH IS ESSENTIAL FOR THE PROPER EXECUTION OF THE AGREEMENT AND ON THE OBSERVANCE OF WHICH THE OTHER PARTY MAY REGULARLY RELY (SO-CALLED CARDINAL OBLIGATION OR "*KARDINALPFLICHT*"), PROVIDED, HOWEVER, THAT IN SUCH CASE THE DAMAGE CLAIMS SHALL BE LIMITED TO FORESEEABLE AND TYPICAL DAMAGES.

20.10 Section 13.4 shall be replaced by the following provision:

EXCEPT FOR DAMAGE CLAIMS PURSUANT TO SECTION 13.3 (i) TO (iv) WHICH SHALL BECOME TIME-BARRED WITHIN THE STATUTORY TIMELINES, ALL DAMAGE CLAIMS OF CUSTOMER AGAINST SUPPLIER BECOME TIME-BARRED WITHIN TWELVE (12) MONTHS FROM THE TIME AT WHICH CUSTOMER BECAME AWARE OF THE EVENT THAT GAVE RISE TO THE CLAIM OR WOULD HAVE OBTAINED SUCH KNOWLEDGE IF CUSTOMER HAD NOT SHOWN GROSS NEGLIGENCE.

20.11 The following Section 13.5 shall be added:

No-fault liability as provided in Section 536a (1) Alt. 1 of the German Civil Code, for defects that existed at the time of contract execution is hereby excluded.

20.12 The following Section 13.6 shall be added:

This Section 13 is not associated with any change in the burden of proof to the disadvantage of either Party.

20.13 The following Section 14.3 shall be added:

The right to terminate the Agreement without cause (*ordentliche Kündigung*) is excluded for both Parties during the Initial Term and renewal term. The right to terminate the Agreement for cause (*außerordentliche Kündigung*) remains unaffected.

20.14 At the end of Section 16.1, the following sentence shall be added:

Sec. 354a of the German Commercial Code (HGB) remains unaffected.

20.15 Section 17.1 shall be replaced by the following provision:

The Agreement is governed by the laws of Germany, excluding its conflict of laws provisions and principles. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

20.16 Section 17.2 shall be replaced by the following provision:

All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three (3) arbitrators. The seat of the arbitration shall be Frankfurt. The language of the arbitration shall be English. The law applicable to the merits shall be German law.

20.17 Section 18.5 shall be deleted.

20.18 Section 18.7 shall be replaced by the following provision:

No modification of the Agreement, waiver of any provision or additional contractual relationship, including this written form requirement, shall be valid unless approved in the form

of a written amendment to the Agreement signed by duly authorized representatives of both Parties.

20.19 The last sentence of Section 18.8 shall be replaced by the following sentence:

Any terms and conditions on any purchase order or other document whatsoever which Customer issues in connection with the Agreement shall not be part of the Agreement, not be binding on Supplier, nor may they be used to interpret the Agreement, even if Supplier has not rejected the respective documents of Customer and/or if Supplier renders the Services without objection.

Customers having their registered seat in the United States (USA)

The following terms shall apply to Customers located within the United States. In the event of a conflict between the following terms and the General Terms, then the following terms shall take precedence.

CUSTOMER AGREES TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND WAIVES THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH CLASS ACTION LITIGATION. PLEASE REFER TO THE SECTION HEADED "CLASS ACTION WAIVER AND ARBITRATION OF DISPUTES ON AN INDIVIDUAL BASIS" BELOW.

20.20 Compliance With Laws.

20.20.1 Customer will, and will cause Customer's agents to, comply with all applicable laws as they concern the Agreement or the subject matter hereof, including by securing and maintaining all required and appropriate work permits, business licenses and other documentation and clearances necessary for performance of the Services.

20.20.2 Customer will comply with all export laws, restrictions, national security controls, and regulations of the United States and all other applicable international or foreign governments, agencies and authorities ("**Export Controls**"). Prior to exporting (or requesting that Supplier export) any technology or material (including data) of Customer from the United States (or any other country) to perform the Services, Customer will promptly: (a) identify the Export Controls applicable to such technology and materials, including any required licenses, consents, authorizations or approvals; (b) notify Supplier of such Export Controls; (c) obtain any required licenses, consents, authorizations and approvals or, if and as requested by Supplier, cooperate with and assist Supplier in obtaining such licenses, consents, authorizations or approvals; and (d) provide any documents requested by Supplier to demonstrate compliance with the Export Controls. In addition, Customer will not access any Supplier data or Customer Data from a country embargoed by the United States.

20.21 Customer Use Restrictions and Responsibilities

20.21.1 **Restrictions.** Customer will not, in whole or in part, (a) modify, adapt, translate, reverse engineer, make alterations to, decompile, disassemble or make derivative works of the Services; (b) copy, rent, loan, sub-license, lease, distribute or attempt to grant any rights to the Services to third parties other than providing access to Customer Users in accordance with the Agreement; (c) use the Services for any

illegal, unauthorized or injurious purpose; (d) use or permit use of the Services outside of the scope purchased by Customer or outside the scope of or in violation of the terms of the Agreement; (e) intentionally interfere with the proper operation of the Services; or (f) intentionally circumvent, disable or interfere with any security-related features of the Services or features that enforce limitations on use of the Services.

20.21.2 **Use by Customer Users.** Customer is responsible for the acts and omissions of Customer users and shall be liable for any breach by Customer users of the applicable terms and conditions of the Agreement.

20.21.3 **Registration Information and Login Credentials.** Customer shall provide accurate registration information (e.g., Customer name, contact information etc.) and shall update such information promptly upon any change. Customer will adopt and maintain security precautions for use of any login credentials for the Services (e.g., user IDs, passwords) to prevent disclosure and use by unauthorized persons, and Customer will promptly notify Supplier upon becoming aware that the security or integrity of any login credentials has been compromised. Customer is entirely responsible for maintaining the confidentiality of Customer's login credentials (including those of Customer users) and for any and all activities that occur in association with Customer's account and use of the Services, whether or not authorized by Customer.

20.21.4 **Privacy.** As between Customer and Supplier, Customer is solely responsible for (a) obtaining any authorizations, consents, releases and permissions that are necessary or desirable for Customer's processing, use, re-use and/or dissemination of Customer Data accessible through the Services, and (b) ensuring that its use, re-use and dissemination of such Customer Data is in compliance with applicable laws. Customer will maintain and publish a privacy policy for Customer users and the public that complies with applicable law and allows Supplier to collect and process Customer Data transmitted through the Services

20.21.5 **Customer Feedback.** To the extent that Supplier receives from Customer (including from any Customer user) any suggestions, ideas, improvements, modifications, feedback, error identifications or similar information related to the Services or any other Supplier products or services ("**Feedback**"), Customer hereby grants to Supplier a non-exclusive, perpetual, irrevocable, non-terminable, worldwide, royalty-free, fully-paid-up, sublicensable right and license to copy, distribute, display and create derivative works of and otherwise use such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services. All Feedback is provided without any warranty and Customer will have no liability for Supplier's uses of Feedback.

20.22 Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS." SUPPLIER MAKES NO WARRANTIES

RELATED TO THE SERVICES, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES COMPLETE RESPONSIBILITY FOR THE SELECTION OF THE SERVICES TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. SUPPLIER DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THEY WILL BE UNINTERRUPTED OR ERROR-FREE.

20.23 CLASS ACTION WAIVER AND ARBITRATION OF DISPUTES ON AN INDIVIDUAL BASIS

20.23.1 Any controversy, dispute, claim, demand or cause of action (a "Dispute") between Customer Supplier Supplier's employees or agents concerning or arising from Customer's access to or use of the Services (whether based on contract, tort, constitutional or statutory rights, common law or equity) shall exclusively be settled through binding and confidential arbitration, except that (i) a Party may take claims to small claims court if the dispute qualifies for hearing by such a court, and (ii) each Party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a Party's copyrights, trademarks, trade secrets, patents, or other Intellectual Property Rights. For clarity, Disputes with respect to the interpretation and enforceability of the Agreement, and the arbitrability of the Dispute are also subject to arbitration.

20.23.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT, APART FROM THE NARROW EXCEPTIONS ABOVE, CUSTOMER AND SUPPLIER ARE EACH WAIVING THEIR RIGHTS TO SUE IN COURT, INCLUDING RIGHTS TO RECEIVE A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY-GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING.

20.23.3 Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures in effect as of the date hereof (the "JAMS Rules"), as modified by the Agreement to arbitrate, and in all cases subject to and in accordance with JAMS' Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "Minimum Standards"). The JAMS Rules, including the procedures the parties must follow to begin an arbitration proceeding, are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <http://www.jamsadr.com/consumer-minimum-standards>.

20.23.4 Customer and Supplier each agrees that the arbitration will be subject to the following: (a) the arbitration shall be conducted on an individual basis and not in a class, consolidated or representative action and the arbitrator shall not award class-wide relief; (b) the costs of the arbitration will be paid by

the parties in accordance with the Minimum Standards; and (c) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law, and each side shall pay their own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and litigation costs, and in such instance, the fees and costs awarded shall be determined by the applicable law.

20.23.5 Any arbitration proceeding shall take place within New York City, New York.

20.23.6 With the exception of subpart (a) in the paragraph above, if any part of this arbitration provision is deemed invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained. If, however, subpart (a) in the paragraph above is found invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void.

20.24 Time for Brining Actions

20.24.1 Any claim, dispute or cause of action by Customer against Supplier shall be instituted within one (1) year of the date on which the claim, dispute or cause of action arose or be forever barred.

20.25 Governing Law and Jurisdiction

20.25.1 The law of the State of New York shall govern these terms and conditions and the Agreement, without reference to its choice of law rules.

20.25.2 If for any reason a claim proceeds in court rather than in arbitration, then except for small claims heard in small claims court the Dispute shall be exclusively brought in state or U.S. federal court in New York City, New York.