

Frankfurt, Germany, 15 March 2017

License Agreements For IT-QBase products

IT-QBase, Hanauer Landstraße 135, 60314 Frankfurt am Main ("IT-QBase"), provides for all IT-QBase software products including all patches, bug fixes and updates, if any, supplied thereto by IT-QBase (henceforth collectively referred to as the "Program"), the following license agreements:

- 1. IT-QBase Trial Version License Agreement*
- 2. IT-QBase Software License Agreement*

The IT-QBase Trial Version License Agreement (the "Trial Version License Agreement") will apply if You are obtaining the Program for the purpose of evaluation, testing, trial "try or buy", or demonstration (collectively, a "Trial") during the term specified in the Trial Version Agreement.

The IT-QBase Software License Agreement (the "License Agreement") will apply if You are obtaining the Program for purposes of productive use (other than evaluation, testing, trial "try or buy," or demonstration) or if You elect to retain the Program after the Trial (or obtain additional copies of the Program for use after the Trial) by entering into an agreement about a separate procurement order ("Order") with IT-QBase.

All offers by IT-QBase are addressed only to merchants acting within their business in accordance with the German Commercial Code (Handelsgesetzbuch, "HGB"), to corporate bodies organized under public law (juristische Personen des öffentlichen Rechts) or special assets under public law (öffentlich-rechtliche Sondervermögen).

The Trial Version License Agreement and the License Agreement cannot be in effect concurrently; neither modifies the other; and each is independent of the other. The complete text of each of these two license agreements are as follows.

IT-QBase Trial Version License Agreement

1. Licenses

1.1 Subject to the terms and conditions of this Trial Version License Agreement, IT-QBase hereby grants You the following non-exclusive and non-transferable license for 30 days from the day You obtained the Program ("Trial Version Effective Date") to install and execute the object code version of the Program. The parties may mutually agree in writing upon a prolongation of the Trial period.

1.2 The right to install the Program is limited to the installation of the Program on a computer system which is in Your immediate possession and a copy thereof which is required for the loading, display, running, transfer or storage of the Program as well as to the right for an authorized person to make a copy for security backup purposes, as stated in sec. 69 d para. (2) UrhG (German Copyright Act).

1.3 The right to revise the Program granted to You herein is limited to the maintenance or reinstatement of the agreed functionality of the Program.

1.4 The right to decompile the Program granted to You herein is only granted under the terms of sec. 69 e para. (1) nos. 1 to 3 UrhG and within the limits of sec. 69 e para. (2) nos. 1 to 3 UrhG.

No more extensive rights to use and exploit the Programs are granted to You.

1.5 The licenses granted under this Trial Version License Agreement are expressly conditioned on Your compliance with each of the following conditions:

a. You shall use the Program solely for evaluation purposes, for not more than 30 days after downloading the Program respectively for not more than a mutually agreed prolonged Trial period, and shall not otherwise use it for the benefit of any third parties, including without limitation, Your subsidiaries or affiliates;

b. All copies of the Program must retain IT-QBase's copyright and trademark notices; and, You must at all times adhere to the terms of this Trial Version License Agreement.

2. Warranties; Limitation of Liability

2.1 IT-QBase provides the Program as is. IT-QBase shall, in particular, not be obliged to keep up a specific quality of the program or to rectify defects in the Program.

2.2 IT-QBase's liability is limited to cases of intent or gross negligence.

2.3 Should IT-QBase deliberately conceal a defect of the Program or a third party's right in the Program qualifying the Program as defective in the sense of statutory German law, IT-QBase shall be obliged to compensate You for the damage resulting therefrom.

3. Term and Termination

3.1 This Trial Version License Agreement shall commence as of the Trial Version Effective Date and shall remain in effect until

a) the License Agreement enters into force, or

- b) the 30 days Trial period from Trial Version Effective Date respectively a mutually agreed prolonged Trial period has expired or
- c) it is terminated according to statutory German law before the 30 days Trial period or a mutually agreed prolonged Trial period has expired.

3.3 Upon termination or expiration of this Trial Version License Agreement, You shall destroy all Program and Documentation in Your possession or under Your control together with all copies thereof in any form. Termination shall not affect obligations that accrued prior to the effective date of termination.

4. Applicability of IT-QBase Software License Agreement

The following Sections of the IT-QBase Software License Agreement below shall also apply to this Trial Version License subject to the prevailing conditions under Section 2 of this Trial Version License Agreement:

- 7 (Necessary Third Party Software/Additional IT-QBase Software/Public)
- 9 (Rights in Case of Defects in Title)
- 11 (Proprietary Rights and Information)
- 12 (Confidential Information)
- 13 (Publicity)
- 14 (Text form and written form)
- 15 (Force Majeure)
- 16 (No Assignment)
- 17 (Final Provisions).

Apart from that, this Trial Version License Agreement is the complete agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. Amendments or additions to this Trial Version License Agreement must be made in writing to be effective.

IT-QBase Software License Agreement

1. Effective Date, Licenses

1.1 This IT-QBase Software License Agreement (“License Agreement”) becomes effective upon Your unconditional acceptance of IT-QBase’s offer within the deadline stated in the offer and furthermore, only when IT-QBase confirms in writing the order after your unconditional acceptance of the offer in writing (“Effective Date”). The binding agreement shall hereinafter be referred to as the “Order”.

1.2 IT-QBase hereby grants to You the following non-exclusive and non-transferable (except for the right to sell used software) and non-sublicensable license for the term specified in the Order, which is incorporated herein by reference upon signature of the parties:

- a. To install and execute the object code version of the Program at the location specified in the Order (the “Site”);
- b. The right to install the Program is limited to one installation of the Program on a computer system which is in Your immediate possession.
- c. The right to further copy or to decompile the Program is excluded, except where permitted by mandatory law.

1.2 The licenses granted under this License Agreement are expressly conditioned on full payment of the fees as stipulated in Section 4. and on Your compliance with each of the following conditions:

- a. You shall install and execute the Program only on the equipment at the Site, or on such other computer equipment or at such other site as IT-QBase may approve in writing in advance;
- b. You shall use the Program only within the intended purpose of this License Agreement and if permitted by law, and solely to manage the operations of Your own business and develop applications (“Applications”) for Your own business, and shall not otherwise use it for the benefit of any third parties, including without limitation, Your subsidiaries or affiliates, except as specified herein;
- d. All copies of the Program made by You must retain IT-QBase's copyright and trademark notices; and
- e. You undertake to allow IT-QBase or an agent of IT-QBase to audit whether Your use of the Program is consistent with the rights granted to You herein upon request by IT-QBase and provided there is a legitimate interest therein and to give full co-operation to IT-QBase or its agent carrying out such audit.

1.3 Provided You are current on all fees payable, You may change the Site to another location, provided (i) any applicable fee is paid by You, (ii) the prior use is discontinued, and (iii) You continue to use the Program under the terms of this License Agreement. You shall give IT-QBase written notice no less than thirty (30) days prior to such relocation, including the new address. Such new location shall then qualify as Site.

1.4 No more extensive rights to use and exploit the Program are granted to You.

2. Delivery; Installation

2.1 Provided that You have paid the applicable License Fees, IT-QBase shall, on or around the date specified under the heading "Installation Date" in the Order (the "Installation Date"):

- a. enable a download of one (1) object code version of the Program and
- b. enable a download of one (1) copy of the documentation specified under the heading "Documentation" in the Order (the "Documentation") to be delivered to You on English.

2.2 The Program shall be installed by You. You are responsible for providing the system environment in accordance with the system requirements set forth in the Documentation.

3. Maintenance and Support

If agreed in the Order, IT-QBase shall upon IT-QBase's confirmation in accordance with Section 1.1 perform maintenance and technical support services ("Support") according to IT-QBase's "Maintenance and Support Terms and Conditions" which can be downloaded under <http://www.it-qbase.eu/downloads/>. Such Support by IT-QBase will be provided in accordance with these Maintenance and Support Terms and Conditions which shall become a binding part of this License Agreement.

4. Fees

You shall pay the license fees for the Program (the "License Fees") and (if applicable) the fees for the Support as set forth in the Order.

5. Payments.

5.1 All License Fees are due on the Effective Date and shall be payable within thirty (30) days following receipt by You of IT-QBase's invoice without any deduction.

5.2 All payments shall be made in Euros.

5.3 All payments not made when due shall be subject to late charges of nine (9) percentage points above the basic rate of interest.

6. Taxes

All sales taxes and indirect taxes, which are attributable to the license payments, shall be borne by You. All amounts are excluding any applicable Value Added Tax, unless explicitly stated otherwise. The current rate of statutory Value Added Tax shall be invoiced and paid in addition to all fees.

7. Necessary Third Party Software / Additional IT-QBase Software / Public Licenses

7.1 You acknowledge and agree that the software specified in the Order under the heading "Necessary Third Party Software" (the "Necessary Third Party Software") and additional IT-QBase Programs under the heading "Additional IT-QBase Software" are necessary for the installation and operation of the

Program and must be purchased by and licensed to You separately. You agree that the Necessary Third Party Software needs to be purchased from the respective third party subject to a separate agreement between You and the respective third party. Necessary Third Party Software is not the subject of this Agreement, and IT-QBase shall not be responsible for the installation or maintenance of the Necessary Third Party Software, and makes no representations or warranties regarding the Necessary Third Party Software whatsoever. Any fees for the Necessary Third Party Software shall be borne by You and paid directly to the respective seller / licensor of the Necessary Third Party Software.

7.2 The Program may contain software as defined in the Eclipse Public License – v 1.0 (“Public License”) and You agree to comply with the terms of such Public License to the extent applicable. Such software is provided “as is” and You acknowledge and agree that all Contributors, as defined in the Public License shall have no liability whatsoever relating to Your use of such software, that any provision set forth herein that is inconsistent with the Public License is offered by IT-QBase, alone, and that the source code for such software is available to You upon Your request. IT-QBase’s obligations under this License Agreement with regard to the Product remains unaffected hereby.

8. Defects in product performance; Warranty

8.1 IT-QBase warrants that the Program corresponds with the description in the documentation and has the agreed quality.

8.2 You must immediately examine the Program after the delivery as far as this is practicable in the ordinary course of business, and upon the discovery of any defect You must immediately give notice thereof to IT-QBase. This also applies to a Program, which is received in the framework of the warranty or Support. If You fail to give such notice You shall be deemed to have accepted the Program, unless the defect in question is one not discernible by such examination. Upon the subsequent appearance of a defect not discoverable by such examination, notice thereof must be given immediately upon its being discovered, otherwise the Program will be held to have been accepted notwithstanding such defect. Your rights are sufficiently protected by the sending off of the notice at the proper time. The rules of this Section 8.2 shall not apply if IT-QBase intentionally conceals any defect.

8.3 If a defect exists, IT-QBase shall remedy the defect (e.g. by means of elimination of error or work-arounds) or supply the Program free of defect (“Supplementary Performance”, Nacherfüllung) at its own choice. The details regarding Supplementary Performance are also based on the “Maintenance and Support Terms and Conditions” if such Support has been agreed between the IT-QBase and You. IT-QBase can rectify defects at its choice through remote maintenance. IT-QBase is entitled to refuse Supplementary Performance if such is only possible at unreasonable cost. In the case of supply of a Program free of defect, IT-QBase carries the cost for such action, particularly transportation costs, insofar as costs do not increase because the defect free Program must be provided to a site other than the contractually agreed Site. Should IT-QBase provide a Program free of defect for the purpose of Supplementary Performance, You must return / delete the originally delivered Program.

8.4 Should IT-QBase be unwilling or not able to provide Supplementary Performance, or should IT-QBase delay such beyond a reasonable period of time based on reasons caused by IT-QBase, or if the Supplementary Performance fails for any other reason, You are entitled to assert your rights to withdraw or reduce payment as set out under statutory law or to claim damages subject to Section 8.5. Supplementary Performance is deemed failed when three (3) attempts have been made without success.

8.5 Further claims by You beyond the rights to Supplementary Performance, to withdraw or to reduce payment, in particular claims for damages including lost profit or other pecuniary damages, exist only within the scope of the liability provisions of this License Agreement (see Section 10 below).

8.6 The warranty period consists of one (1) year, which begins with the standard statutory limitation period. The above does not apply to claims based on the German Product Liability Act (Produkthaftungsgesetz, "ProdHaftG") as well as to damages to life, body or health and to intentional or grossly negligent breaches of duty that expire within the standard limitation period.

8.7 Guarantees in the legal sense or assurances regarding specific characteristics of the delivered item are only deemed issued by IT-QBase if they are expressly designated as such in the order confirmation of IT-QBase.

8.8 IT-QBase has no obligations if a defect is attributable to Your conduct. This particularly includes – unless not the cause –

- improper use, servicing, repair or modification not performed by IT-QBase, or
- the use of the Program on inappropriate hardware according to the product description and product documentation, or
- the incorrect installation by You or a third party, improper operating conditions as well as atmospheric or static discharge, natural wear and tear, modified operating system components, interfaces and parameters and the use of inappropriate organizational materials and data carriers.

Your contributory negligence is to be attributed to You.

8.9 If a Program is embedded into a bigger third party system (like, for example, the DOORS BranchManger into DOORS), IT-QBase has no obligations if a defect is attributable to such bigger system. In particular, it might be the case that solutions will cause changes in the usage of the bigger system or that the root cause is a bug/defect in the bigger system. In those cases IT-QBase will seek to solve the problem after the root cause is solved by You or the bigger system provider. Unless the root cause is solved, IT-QBase owes no warranty regarding the affected Program whatsoever.

9. Rights in Case of Defects in Title

9.1 The Program shall be free from third party rights, which prevent the use in accordance with this License Agreement.

9.2 If third parties are entitled to such rights and they pursue these, then IT-QBase shall do everything in its power, in order to defend the Program at its own expense against the third party rights claimed. You shall inform IT-QBase in writing without delay of the claiming of such rights by third parties and shall give IT-QBase all powers of attorney and authorizations which are necessary in order to defend the Program against the third party rights claimed.

9.3 To the extent that there are defects in title, IT-QBase is (a) entitled at its option to either (i) take legitimate measures to remove the third party rights, which impair the contractual use of the Program, or (ii) remedy the enforcement of such claims, or (iii) change or replace the Program in such a manner, that it no longer infringes the rights of third parties, provided and to the extent that this does not substantially impair the warranted functionality of the Program, and (b) under an obligation to reimburse You for necessary refundable costs incurred in the enforcement of legal claims.

9.4 If a release under para. (3) within a reasonable time limit set by You fails, You are entitled to assert Your rights to withdraw or reduce payment as set out under statutory law or claim damages within the scope of the liability provisions of this License Agreement (see Section 10 below).

10. Limitation of Liability

10.1 IT-QBase is liable - irrespective of the legal basis - without limitation

- within the scope of fault-based liability in case of intent or gross negligence,
- for damage caused by injury to life, body and/or health caused by the intent or negligence of IT-QBase
- according to the provisions of the German Product Liability Act,
- in case of fraudulent intent and/or
- to the extent of a guarantee provided by IT-QBase.

10.2 Unless there is a milder standard of liability according to statutory law (e.g. due diligence in own affairs), the liability of IT-QBase is limited in scope to foreseeable, typically occurring damages in case of slight negligent violation of an essential contractual obligation ("Kardinalspflicht"). In particular, the liability for loss of data is limited to the typical restoration costs that would have occurred had there been a regular and appropriate production of security copies. Essential are such contractual obligations, the fulfillment of which enable the proper performance of the contract and in the compliance with which can and will be regularly trusted.

10.3 Apart from that, the liability of IT-QBase is excluded.

10.4 The limitations of liability stipulated above shall also apply to breaches of duty by persons whose faults IT-QBase has to assume responsibility for according to statutory law.

11. Proprietary Rights and Information

You acknowledge IT-QBase's proprietary rights in the Program and the Documentation and shall use Your best efforts to protect and defend the proprietary nature of the Program and the Documentation.

You shall own all rights, title and interest to Your Applications. IT-QBase retains all rights not expressly granted.

12. Confidential Information

12.1 You undertake to keep confidential information from IT-QBase secret and not to pass it on to third parties, in whole or in part, without the prior written consent of IT-QBase. You are committed to protecting the confidential information from unauthorized access by third parties.

12.2 Confidential information is any orally communicated, written or stored information, of which You have acquired knowledge as part of the business relations of the parties and that

- has been designated as “confidential” or “proprietary” by IT-QBase expressly and in writing;
- belong to the protected business and operational secrets of IT-QBase according to § 17 of the German Fair Trade Practices Act (UWG), which are not public but only known to a narrowly defined group of persons and whose secrecy IT-QBase has a legitimate economic interest in;
- belong to the protected samples and guidelines of technical nature of IT-QBase according to § 18 UWG;
- is the entirety of practical knowledge gained through experience, is relevant for the production of software developed by IT-QBase and is useful and sufficiently described (know-how) and/or;
- is protected by other intellectual proprietary rights or copyright.

Information is not confidential if and to the extent that such information

- was already publicly known or publicly available at the time of the acquisition by You;
- got publicly known or publicly available after the point of time specified at the time of the acquisition without any breach of this License Agreement or obligations of secrecy of third parties;
- has already been legally and without a duty of secrecy in Your possession before the conclusion of this License Agreement.

You bear the burden of proof that information is not confidential.

12.3 You may disclose confidential information to the authorities, if and to the extent that You are obliged to do so by law, by an official order or by a legally binding court decision. You may forward confidential information to Your employees as long as they need the information to conduct the business relationship. You will inform Your employees about the confidentiality of the information before disclosing the confidential information to them. You will ensure through contractual agreements that Your employees are subject to the essential provisions of this confidentiality agreement, as far as this is permissible under applicable labor law. You are obliged to conclude such agreements with Your employees by way of a genuine contract for the benefit of third parties according to § 328 (1) of the German Civil Code (BGB). You guarantee towards IT-QBase that the employees of You will respect this confidentiality agreement.

12.4 Confidentiality obligations between the parties shall remain in effect for a period of three (3) years following termination or expiration of all business relations between the parties. Confidentiality obligations and longer confidentiality periods according to statutory law shall remain unaffected.

13. Publicity

Neither party shall issue a press release announcing the business relationship established by this License Agreement without the prior written consent of the other party. IT-QBase may, however, disclose publicly that You are a customer of IT-QBase.

14. Text form and written form

Where this License Agreement requires written form, the text form according to § 126b of the German Civil Code (BGB) shall be sufficient except where expressly stipulated otherwise. An e-mail shall qualify as such medium.

15. Force Majeure

There is no liability of IT-QBase to You for delays in performance resulting from force majeure, in particular circumstances outside the influence of IT-QBase. These are, in particular: natural forces, dangers of the sea and air, fire, flood, drought, explosions, sabotage, accidents, embargoes, turmoil, internal unrest, including acts of local governments and parliamentary authorities; the inability to provide the Program or materials, incidents of equipment and labor disputes of any kind and for any reason, in particular strikes and lockouts. The same applies if IT-QBase is unable to provide services under this contract due to a lack of information or cooperation by You.

16. No Assignment

This License Agreement, the rights and obligations arising from or in connection with this License Agreement and in particular the licenses granted hereunder may not be assigned, sub-licensed or transferred by You without the prior written consent of IT-QBase. IT-QBase is entitled to entrust suitable third parties with the fulfillment of IT-QBase's obligations under this License Agreement. § 354a of the German Commercial Code (HGB) shall remain unaffected.

17. Final Provisions

17.1 This License Agreement is the complete agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. Amendments or additions to this License Agreement must be made in writing to be effective. This shall also apply to amendments of this written form requirement.

17.2 This Agreement shall be governed by the laws of the Federal Republic of Germany except for the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods dated 11.4.1980).

17.3 The courts for IT-QBase's registered office in Frankfurt am Main shall have exclusive jurisdiction over all disputes under and in connection with this Agreement, provided that You are a merchant within the meaning of the German Commercial Code or if upon the commencement of legal proceedings, You have no place of business or ordinary residence in the Federal Republic of Germany.

17.4 Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining terms. The parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.