

## General Terms and Conditions of License and Maintenance

of

panagenda Inc.  
75 State Street, 1<sup>st</sup> Floor  
Boston, MA 02109

hereinafter the "LICENSOR"

### 1 — Scope of application

The subject matter of the following General Terms and Conditions ("GENERAL TERMS AND CONDITIONS") is

- the granting of the right to use the LICENSOR's SOFTWARE acquired, rented or tested by the CLIENT (hereinafter the "CLIENT") and
- the performance of maintenance services by the LICENSOR pursuant to these General Terms and Conditions, including but not limited to Clause 4, hereof.

The following GENERAL TERMS AND CONDITIONS shall apply to the exclusion of any conflicting terms and conditions of the CLIENT that may apply to the present and future business relationships between the LICENSOR and the CLIENT. Any conflicting terms and conditions of the CLIENT shall only become part of the contract if they have been expressly accepted by the LICENSOR in writing.

### 2 – Definitions

LICENSOR: The LICENSOR is exclusively "panagenda Inc."

CLIENT: The CLIENT is the natural person or legal entity mentioned in the license agreement and/or the order confirmation who becomes the contracting party of the LICENSOR and the person entitled to the license.

LICENSE: The LICENSE is defined in more detail in Clause 3.

NUMBER OF LICENSES: The NUMBER OF LICENSES is defined in Clause 3-1.

SOFTWARE: SOFTWARE denotes the released version which is the subject matter of this software license agreement. The scope of the SOFTWARE is described in separate product information material and the software documentation, which has been made available to the CLIENT as a download on our website prior to the conclusion of this agreement.

OPERATIONAL AREA: The OPERATIONAL AREA is the computer network in which the SOFTWARE is used as agreed within the scope of licensed units (as stated in the LICENSOR's written quotation depending on the product, e.g. based on number of O365 users, HCL Notes users, number of servers, internal Connections users, number of database instances, etc.).

AFFILIATED COMPANY is a third party either controlling, controlled by, or under common control with, the CLIENT. "Control" means directly or indirectly holding 50% or more of all voting shares.

AUTHORISED GROUP COMPANY is an AFFILIATED COMPANY of the CLIENT which is authorised to use the SOFTWARE in accordance with Clause 5 of these GENERAL TERMS AND CONDITIONS and which operates within the OPERATIONAL AREA.

### 3 – License Right

3-1 LICENSOR offers different licensing options for the SOFTWARE, depending on the scope of the LICENSE and whether or not it is subject to a fee. The respective license option shall be determined by the specifications in LICENSOR's written quotation (the "LICENSE MODEL").

SOFTWARE PURCHASE (granting of a permanent right of use against payment):

Subject to the condition precedent of final and full payment of the purchase price, the LICENSOR shall grant the CLIENT the non-exclusive, permanent, non-transferable, non-sublicensable right to download, install within the OPERATIONAL AREA, run and use the SOFTWARE in the acquired version as limited in the specifications in LICENSOR's written order confirmation, in particular for the licensed units, such as number of O365 users or HCL Notes users or number of servers or database instances etcusers, each as provided

for in the quote ("NUMBER OF LICENSES"), the scope of functions (modules), and the number of permitted copies. Except as provided for in Clause 5 below, the CLIENT is not entitled to copy (in whole or in part), rent or lease out, translate, edit, reverse-engineer or otherwise alter or modify, or sublicense the SOFTWARE, in whole or in part, beyond its intended use or to make the SOFTWARE available to third parties in any other way, without authorisation of LICENSOR. CLIENT shall not use the SOFTWARE in any manner or for any propose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law. All rights to the source code of the SOFTWARE shall belong exclusively to the LICENSOR. The CLIENT shall have no right whatsoever to access the source code.

SOFTWARE RENTAL or SOFTWARE SUBSCRIPTION (granting of a right of use for a limited time against payment):

Against payment of rent, the LICENSOR shall grant the CLIENT the non-exclusive, non-transferable, non-sublicensable right, limited in time to the term of this contract or — in the case of a paid trial version — to the agreed trial period, to download, install within the OPERATIONAL AREA, run and use the SOFTWARE in the acquired version, limited in terms of the agreed NUMBER OF LICENSES, the scope of functions (modules), and the number of permitted copies. The CLIENT shall not be granted any other rights beyond those outlined above. Except as provided for in Clause 5 below, the CLIENT is not entitled to copy (in whole or in part), rent or lease out, translate, edit, reverse-engineer or otherwise alter or modify, or sublicense the SOFTWARE, in whole or in part, beyond its intended use or to make the SOFTWARE available to third parties in any other way, without authorisation of LICENSOR. CLIENT shall not use the SOFTWARE in any manner or for any propose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law. All rights to the source code of the SOFTWARE shall belong exclusively to the LICENSOR. The CLIENT shall have no right whatsoever to access the source code.

SOFTWARE LENDING (free trial version):

The LICENSOR shall grant the CLIENT, free of charge, the non-exclusive, non-transferable, non-sublicensable right, limited in time to the agreed trial period, to download, install within the OPERATIONAL AREA, run and use the SOFTWARE in the provided version, limited in terms of the agreed NUMBER OF LICENSES, the scope of functions (modules), and the number of permitted copies. The CLIENT shall not be granted any other rights beyond those outlined above. Except as provided for in Clause 5 below, the CLIENT is not entitled to copy (in whole or in part), rent or lease out, translate, edit, reverse-engineer or otherwise alter or modify, or sublicense the SOFTWARE, in whole or in part, beyond its intended use or to make the SOFTWARE available to third parties in any other way, without authorisation of LICENSOR. All rights to the source code of the SOFTWARE shall belong exclusively to the LICENSOR. The CLIENT shall have no right whatsoever to access the source code.

3-2 The SOFTWARE and its documentation shall be provided in the version tested by the CLIENT pursuant to Clause 9.

3-3 All rights concerning the SOFTWARE shall remain with the LICENSOR, including, without limitation, the rights to publication, copying and distribution of all or individual software components, and the rights of use. Unless otherwise provided for in these GENERAL TERMS AND CONDITIONS, the CLIENT is, not entitled to edit, translate, reverse engineer, decompile or disassemble the SOFTWARE or its documentation. In addition, without the prior written consent of LICENSOR, the LICENSEE shall not be entitled to obtain or attempt to obtain access nor shall LICENSEE permit others to obtain or attempt to obtain access, to any SQL database included with the SOFTWARE.

The LICENSE shall enable the CLIENT to run the SOFTWARE in the OPERATIONAL AREA. The CLIENT shall not be allowed to use the SOFTWARE outside of the OPERATIONAL AREA. The CLIENT shall purchase the required NUMBER OF LICENSES in accordance with the OPERATIONAL AREA.

3-4 As long as and to the extent that the CLIENT uses the SOFTWARE as a trial version, the rights granted by the LICENSOR under Clause 3-1 shall be limited to the use of the SOFTWARE as a trial version as an independent type of use.

## 4 — Maintenance and Services — Scope, Remuneration, Term of Contract

### 4-1 MAINTENANCE CONTRACT & TECHNICAL SUPPORT

#### a. SOFTWARE PURCHASE

Unless expressly provided otherwise, the LICENSE shall only be sold in combination with a maintenance contract which usually covers 12 months (maintenance period). The maintenance contract shall automatically be renewed for 12 months if neither the CLIENT nor the LICENSOR terminates the contract in writing by giving 2 months' notice before the end of the relevant maintenance period. If the maintenance contract was concluded for a shorter period, it shall automatically be renewed for a corresponding period if neither the CLIENT nor the LICENSOR terminates the maintenance contract in writing by giving 60 days' notice before the end of the relevant maintenance period. Termination of the maintenance contract shall not affect the contract for SOFTWARE PURCHASE.

#### b. SOFTWARE RENTAL

The LICENSE under a SOFTWARE RENTAL agreement shall be accompanied by a maintenance contract. The maintenance period shall be based on the term of SOFTWARE RENTAL. The maintenance contract shall therefore be renewed in accordance with the automatic renewal of SOFTWARE RENTAL unless notice of termination is given in due time as provided for in Clause 7-4. The maintenance contract can only be terminated if the contract for SOFTWARE RENTAL is terminated as well.

#### c. SOFTWARE LENDING

CLIENTS who have a contract for SOFTWARE LENDING can, if required, also enter into a maintenance contract. In such a case, the provisions on SOFTWARE RENTAL specified in item b shall apply accordingly to such maintenance contract. Without a separate maintenance contract in place, CLIENTS with a contract for SOFTWARE LENDING are not entitled to services such as maintenance, warranty for defects, or support.

4-2 Unless already included in the rent for SOFTWARE RENTAL, the remuneration for the performance of maintenance services shall be 25% of the gross list price for the product configuration used by the CLIENT plus value-added tax at the applicable statutory rate. The remuneration for the performance of maintenance services for CLIENTS who have a contract for SOFTWARE LENDING shall be subject to separate agreement. The remuneration shall be calculated in advance and shall be payable by the CLIENT without delay upon receipt of the invoice.

4-3 Maintenance services shall include updates or new versions of the SOFTWARE, a hotline, remote support, bug fixing and adaptations of the license data (e.g. adding new certifiers, changing the license holder's name, updating license certificates). Services performed on site at the CLIENT's premises shall be agreed and charged on a separate basis.

4-4 The LICENSOR or its authorized Business Partners shall perform the maintenance and support services during regular business hours on work days (Monday to Friday, excluding holidays) from 9.00 – 5.00 EST by email and/or via a hotline.

4-5 The LICENSOR or its authorized Business Partners are entitled to perform the maintenance services by means of remote support or remote diagnosis, provided that this does not cause any disadvantage to the CLIENT. This applies in particular where the time required to perform the relevant maintenance services on site is not exceeded, where there is no risk to IT security and where the CLIENT satisfies the technical requirements.

4-6 The LICENSOR or its authorized Business Partners shall perform the maintenance services in a professional manner and at industry-standard quality of workmanship and with the latest state of the art. The LICENSOR shall have regard to general process descriptions and industry standards and, if applicable, any specific rules, methods and application practices of the CLIENT and disclosed to LICENSOR.

### 4-7 PREPAID SERVICES

Prepaid service days (i.e. for training or consulting purposes) must be used within 12 months of order date. Service days not consumed within 12 months will expire.

## 5 – Licenses for Groups of Companies

5-1 A CLIENT who belongs to a group of AFFILIATED COMPANIES is entitled to buy LICENSES for other companies within the group. Subject to the procedure specified in Clauses 5-2 and 5-3, the CLIENT shall be permitted to make such LICENSES available to AUTHORISED GROUP COMPANIES within the OPERATIONAL AREA and — by way of derogation from Clause 3 — to sublicense the LICENSE to such AUTHORISED GROUP COMPANIES in the same scope as stipulated in Clause 3.

5-2 A CLIENT intending to make LICENSES available for use by an AFFILIATED COMPANY within the OPERATIONAL AREA shall demonstrate to the LICENSOR beforehand in writing and in an appropriate manner that the AFFILIATED COMPANY satisfies the requirements set out in the definition in Clause 2.

5-3 After the information pursuant to Clause 5-2 has been provided, the LICENSOR shall, at its own discretion, confirm in text form that the AFFILIATED COMPANY is an AUTHORISED COMPANY for the purpose of these GENERAL TERMS AND CONDITIONS. The CLIENT shall remain the sole contractual partner of the LICENSOR.

5-4 The SOFTWARE shall be kept confidential, and the CLIENT shall not disclose any part thereof to third parties and shall ensure that the AUTHORISED GROUP COMPANIES as well as all persons who are granted access to the SOFTWARE by the CLIENT do the same.

5-5 The CLIENT shall impose appropriate contractual requirements on the AUTHORISED COMPANY to ensure that the AUTHORISED COMPANY complies with all obligations under these GENERAL TERMS AND CONDITIONS — except for the obligation to pay remuneration — as if the AUTHORISED COMPANY itself were the CLIENT.

5-6 The CLIENT shall ensure that the CLIENT and all AUTHORISED GROUP COMPANIES keep accurate books, documents and records in sufficient detail so as to enable the LICENSOR to effectively exercise its rights under Clause 6.

## 6 – AUDITING

6-1 The CLIENT shall enable the LICENSOR upon prior request to verify whether the SOFTWARE is being used properly, in particular whether the CLIENT uses the SOFTWARE in terms of quality and quantity within the scope of the license agreements ("AUDITING").

6-2 For that purpose, the CLIENT shall provide the LICENSOR upon prior request with information on the number of users, the system environment used and the relevant version of the SOFTWARE used by the CLIENT, shall grant the LICENSOR access to the documents and records required to verify that the SOFTWARE is used in accordance with the contract, and shall allow the LICENSOR, or an auditing company appointed by the LICENSOR and acceptable to the CLIENT, to inspect the hardware and software environments used for the SOFTWARE subject to these GENERAL TERMS AND CONDITIONS.

AUDITING shall be performed no more than once per calendar year unless the LICENSOR has specific reasons to believe that the SOFTWARE is being used in violation to the contract.

## 7 — License Fee, Damages, Term of Contract in the Case of SOFTWARE RENTAL and SOFTWARE LENDING

7-1 The applicable license fee and the method of payment shall be based on the License Model as agreed to between LICENSOR and CLIENT. As a rule, the applicable license fee shall be based on the NUMBER OF LICENSES and the licensed scope of functions (modules) of the SOFTWARE. The price for the LICENSE shall be based on the quote submitted by the LICENSOR or its authorized Business Partner to the CLIENT. Each year LICENSOR has the right to adjust the prices for maintenance renewals based on the inflation rate.

7-2 Unless otherwise agreed to in writing, payment of the license fee shall be due immediately upon delivery of the SOFTWARE (Clause 10) and shall be made without any deductions. Offsetting payments against any counterclaims of the CLIENT shall be permissible only if such counterclaims have been established by a final declaratory judgment by a court of competent jurisdiction.

The CLIENT shall inform the LICENSOR, every 12 months, of the required NUMBER OF LICENSES by sending an e-mail to sales@panagenda.com. In the event that the required NUMBER OF LICENSES exceeds the number of

LICENSES previously acquired, the CLIENT shall immediately give notice thereof.

- 7-3 If the CLIENT fails to meet the obligation to provide information pursuant to Clause 7-2 about the increased number of required LICENSES, the LICENSOR can demand monetary compensation and damages, the amount of which shall be specified at the reasonably exercised discretion of the LICENSOR. Any further claims of the LICENSOR shall remain unaffected thereby. Furthermore, the LICENSOR shall have the right of extraordinary termination of the contract.
- 7-4 The contract for SOFTWARE RENTAL shall be valid for the period agreed in the quote and shall automatically be renewed on unchanged conditions (scope of the license, remuneration, if applicable) for a period equal to the previous term unless the contract is terminated by the CLIENT or the LICENSOR by giving 60 days' notice before the end of the relevant term. Termination of the contract for SOFTWARE RENTAL or SOFTWARE LENDING shall also result in the termination of the maintenance services pursuant to Clause 4-1.

## 8 – System Requirements

The CLIENT shall ensure that the CLIENT's own hardware and software meet the technical requirements needed to properly use the acquired SOFTWARE.

## 9 – Trial Period, Obligation to Examine and Give Notice of Defect

- 9-1 In the case of SOFTWARE PURCHASE, the CLIENT is obligated to test the SOFTWARE for a period of 14 business days after delivery (obligation to test and examine) and to give notice of any defects or failures to the LICENSOR in writing, by e-mail or telefax, without delay, but no later than upon expiry of that trial period (obligation to give notice of defect). During the trial period, the CLIENT shall, keep informed of the key functional features and system requirements of the SOFTWARE and shall thoroughly test the SOFTWARE before its live use to make sure it is free from defects and can be used in the existing hardware and software configuration.
- 9-2 In the case of SOFTWARE RENTAL, the CLIENT is obligated to test the SOFTWARE for a period of 14 business days after delivery (obligation to test and examine) and to give notice of any defects or failures to the LICENSOR in writing, by e-mail or telefax, without delay, but no later than upon expiry of that trial period (obligation to give notice of defect). During the trial period, the CLIENT shall keep informed of the key functional features and system requirements of the SOFTWARE and shall thoroughly test the SOFTWARE before its live use to make sure it is free from defects and can be used in the existing hardware and software configuration.
- 9-3 If the CLIENT accepts the SOFTWARE after expiry of the first 14 business days after delivery of the SOFTWARE, the CLIENT confirms that the SOFTWARE is functioning without any failures and that the CLIENT accepts the entire scope of performance of the SOFTWARE and documentation which the CLIENT has received (the "Acceptance"). Upon Acceptance, the CLIENT a) cannot make any warranty claims for defects of the SOFTWARE in the case of SOFTWARE PURCHASE, or b) cannot refuse to pay the full rent in the case of SOFTWARE RENTAL because of defects of the SOFTWARE which occurred during the trial period but of which the CLIENT did not give notice or which could have been noticed by the CLIENT. The statement of acceptance shall be submitted to the LICENSOR in writing, by e-mail or telefax.
- 9-4 If the SOFTWARE is not accepted within a reasonable period after expiry of the trial period, which is no later than 7 business days after expiry of the trial period, it shall be presumed that the SOFTWARE is free from defects if the CLIENT has not given notice of any defects in writing, by e-mail or telefax, by then and continues to use the SOFTWARE. Clause 9-2, second sentence shall apply accordingly. If the requirement of the first sentence is met, all provisions of this contract shall apply to the legal relationship existing between the parties.
- 9-5 The CLIENT shall make the necessary arrangements in case all or part of the SOFTWARE does not work properly, including, without limitation, by making regular backup copies appropriate to the risk to ensure recovery in the case of a loss of data.

## 10 – Delivery

- 10-1 The SOFTWARE and the electronic SOFTWARE documentation shall be transmitted to the CLIENT by e-mail; upon the sending of the e-mail by the LICENSOR, the risk shall pass to the CLIENT. The CLIENT shall not receive a printout of the documentation.
- 10-2 As soon as payment in full for the LICENSE, or payment in full for the agreed rental period in the case of SOFTWARE RENTAL, has been received by the LICENSOR, the CLIENT shall receive information on how to permanently unlock the SOFTWARE according to the LICENSE. Up to that time, the LICENSOR reserves the right to give the CLIENT, at the LICENSOR's discretion, time limited access.

## 11 – LIMITED Warranty

- 11-1 SOFTWARE PURCHASE AND SOFTWARE RENTAL
- a. Subject to the limitation as set forth below, in the case of SOFTWARE PURCHASE, the LICENSOR warrants that Software will substantially conform in all material respects to the specifications agreed to between the Parties in the written order confirmation [and does not conflict with Intellectual Property rights of third parties]. In case of defects during the Warranty Period (as defined below), the LICENSOR shall in its sole discretion, repair or replace the defective SOFTWARE. Providing a workaround that enables the CLIENT to work around the defect in an acceptable manner and use the SOFTWARE in the contractually agreed manner shall also be deemed to remedy the defect. The CLIENT is obligated to accept a new version of the SOFTWARE provided that the new SOFTWARE complies with the specifications of the written order confirmation.
- b. The CLIENT shall document any occurring defects in a manner that is understandable for the LICENSOR and enables the LICENSOR, as far as possible, to reproduce the defect, and shall report such defects to the LICENSOR immediately after having noticed them. The CLIENT shall provide to the LICENSOR, to the extent acceptable, all information that the LICENSOR needs to assess and remedy the defect. In addition, the CLIENT is obligated to cooperate in limiting and/or remedying defects.
- c. Furthermore, the CLIENT hereby acknowledges that given the current state of technology, it is not possible to produce software which runs without any failure and/or under all possible technical circumstances.
- d. All warranty claims shall be subject to a limitation period of 12 months upon delivery or a period equal to the software rental period, whichever is shorter (the "Warranty Period")
- 11-2 SOFTWARE LENDING
- SOFTWARE LENDING free of charge shall merely give the CLIENT the right to use the SOFTWARE; in the case of SOFTWARE LENDING, the CLIENT shall not have any further rights such as warranty for defects or support. The CLIENT is free to enter into a separate maintenance contract with appropriate contents, subject to a fee. In the case of SOFTWARE LENDING, the LICENSOR shall be liable for a defect only if the LICENSOR fraudulently concealed the defect, the SOFTWARE IS LENDED AS IS and no warranties are given whatsoever. Liability under Clause 12 shall remain unaffected thereby.
- 11-3 Exceptions: EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN THE SOFTWARE PROVIDED HEREIN IS SUPPLIED "AS-IS" WITHOUT ANY WARRANTY EXPRESS, STATUTORY OR IMPLIED, OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, AND CLIENT RELIES ON THE SOFTWARE AND THEIR RESULTS SOLELY AT CLIENT'S OWN RISK.
- 11-4 Any and every warranty made by LICENSOR absolutely excludes and does not cover any damage, malfunctions, or service failures caused by or related to: (i) actions of any of CLIENT'S personnel, agents, or authorized representatives; (ii) failure to follow LICENSOR'S installation, operation or maintenance instructions; (iii) any software not developed and maintained by LICENSOR; (iv) any computer programming not developed or maintained by

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LICENSOR but provided by third party to operate the SOFTWARE, or (v) modification of any of the SOFTWARE by anyone other than LICENSOR or its authorised agents.

## 12 – Limitation of Liability

- 12-1 IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY PERSONAL INJURY CLAIMS.
- 12-2 IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, RUN TIME, INACCURATE INPUT, WORK DELAYS BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE AND EVEN IF LICENSOR HAS REASON TO KNOW OR HAD BEEN ADVISED OR INFORMED OF SUCH DAMAGES.
- 12-3 IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY IF ANY, FOR DIRECT DAMAGES OF ANY FORM BE MORE THAN ACTUAL DAMAGES, NOT IN EXCESS OF THE AMOUNT PAID TO LICENSOR BY CLIENT PURSUANT TO A WRITTEN ORDER CONFIRMATION.
- 12-4 IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY EVENTS BEYOND ITS' CONTROL, INCLUDING, ANY INSTANCE OF FORCE MAJEURE IN NO EVENT SHALL LICENSOR BE LIABLE FOR THE ACTS OR OMISSIONS OF CLIENT OR ANY THIRD PARTY.

## 13 – Release from Liability in the Case of Use with Third Parties (Third-Party Property)

If the CLIENT is not the owner of the computer hardware, software or network in connection with which the SOFTWARE has been installed, the CLIENT shall release the LICENSOR from liability for any claims that the owner asserts against the LICENSOR unless such claims are based on culpable behaviour by the CLIENT or are the subject of a guarantee granted to the owner by the LICENSOR. The LICENSOR shall inform the CLIENT of claims asserted by third parties, provide all information and documents required for the defence upon request, shall either leave it to the CLIENT to defend against the claims, or defend against the claims by agreement with the CLIENT, and shall neither admit nor acknowledge the claims asserted without consulting the CLIENT. The LICENSOR's liability towards the CLIENT shall remain unaffected thereby.

## 14 – Notices

- 14-1 Any notices subject to a time limit expressed in days under this contract must be received by the recipient in writing, by e-mail, during regular business hours on the last day of the specified time period at the latest. The sender shall bear the risk of loss, defective transmission or delayed receipt. The recipient shall ensure that receiving devices function properly.
- 14-2 Unless the party to whom a notification or other communication shall be sent has specified another address or e-mail address, all such notices or other communications shall be delivered to the address or e-mail address most recently specified.

## 15 – Confidential Information, Export Regulations, Severability Clause, Contract Amendments, Applicable Law

- 15-1 All contents, non-public materials and information and data delivered by LICENSOR to CLIENT, including, but not limited to the SOFTWARE are proprietary and confidential to LICENSOR ("Confidential Information"). CLIENT agrees to protect the Confidential Information and not to distribute, disclose, or allow access to the Confidential Information, to any other entity or person, without the prior written consent of LICENSOR. CLIENT agrees not to use Confidential Information, except as expressly authorized by this Agreement.
- 15-2 CLIENT understands and agrees that any violation of the protections for the SOFTWARE under this Agreement may cause LICENSOR irreparable harm, and may leave LICENSOR with no adequate remedy at law and may entitle

LICENSOR to an injunctive relief, in addition to all other remedies available under law.

- 15-3 The Software may be subject to US export control laws, including the US Export Administration Act and related regulations. Client will not directly or indirectly export, re-export or release the software to, or make the Software accessible from, any jurisdiction or country, or person to which export, re-export or release is prohibited by applicable law. Client will comply with all applicable laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.
- 15-4 If any of the provisions of these GENERAL TERMS AND CONDITIONS is or becomes ineffective and/or is in conflict with statutory provisions, the effectiveness of the remaining GENERAL TERMS AND CONDITIONS shall remain unaffected thereby. By agreement between the parties, the ineffective provision shall be replaced by a provision that best meets the commercial purpose of the ineffective provision in a legally effective manner. The above rule shall apply accordingly if provisions are missing.
- 15-5 Any amendment of a license and maintenance contract made on the basis of these GENERAL TERMS AND CONDITIONS shall be valid only if it is made in writing and signed by the parties. This shall also apply to an amendment of this requirement of written form.
- 15-6 These GENERAL TERMS AND CONDITIONS can be amended by the LICENSOR from time to time.
- 15-7 These GENERAL TERM AND CONDITIONS shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws Application of the UN Sales Convention (CISG) shall also be excluded. Any controversy or claim arising out of or relating to these TERMS AND CONDITIONS, or the negotiation or breach thereof, shall be settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in Boston, Massachusetts, shall be conducted in the English language, and shall be conducted (i) if the amount in dispute is less than two hundred fifty thousand U.S. Dollars (\$250,000), before a single arbitrator mutually agreeable to LICENSOR and Client, or if no agreement can be reached, then selected by the AAA or (ii) if the amount in dispute is two hundred fifty thousand U.S. Dollars (\$250,000) or more, before three (3) arbitrators. The arbitrator(s) shall make detailed findings of fact and law in writing in support of his, her or their decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing Party, in such manner as the arbitrator shall deem appropriate.