<u>Maintenance and Support Services Conditions</u>

These Maintenance and Support Services Conditions (the "**MSSC**") set forth the terms and conditions for all maintenance and support services that Onapsis Europe GmbH ("Onapsis") provides for its perpetual software products.

1.   Maintenance Services

1.1   Onapsis' Maintenance and Support Services include the following services:

- The delivery of new releases, updates, patches and bug fixes of the licensed Software which Onapsis makes generally available to its customers (together "New Versions"). After the release of a New Version, Onapsis will inform Customer about such release and will make the New Version available for download (electronic delivery).

- Onapsis will make all reasonable efforts to fix any reproducible errors in the Software which prevent the Software from functioning in accordance with its specifications as set out or referred to in the documentation of the Software. Onapsis reserves the right to remedy errors by providing a workaround or patch. For the purposes of managing and remedying reported incidents has established a three-level support structure (1st, 2nd and 3rd level support), as described in the Onapsis' Support Services Policy, a copy of which can be found at https://www.onapsis.com/legal.

1.2   Onapsis maintains and supports, and Onapsis' maintenance and support obligations under the Agreement are accordingly limited to, the newest release of the Software made available to the customers and the release prior to that. Regarding the latter, Onapsis' obligations to maintain and support end, however, no later than 12 months after having made the newest release available to its customers.

1.3   Incident management and the corresponding support will be provided on business days, Monday through Friday from 2 am to 8 pm ET, excluding the following holidays: December 25th and January 1st. Incident related communication will be provided and managed primarily by means of the service infrastructure provided by Onapsis. End users can send incident reports daily and around the clock.

1.4   For clarity, the following services are not within the scope of Onapsis' standard Maintenance and Support Services:

- Customer specific development and programming services, which Onapsis may offer to its customers at reasonable cost where requested;

- Installation services;

- Support services at Customer's premises;

- Maintenance and support for Software versions that fall outside the scope specified in Section 1.2 above;

- Measure to remedy an incident if a New Version or patch which has remedied the problem in question has already been made available to Customer;

- For problems that result from insufficient availability, functionality or performance of the hardware or software used by Customer when operating the Software.

2.   Obligations to Co-operate

To enable Onapsis to fulfil its contractual obligations, Customer will comply with its obligations to co-operate as set forth herein within the agreed time limits, and each case within a reasonable time. Onapsis shall not be liable for any failure to provide, or any delay or error in providing, the Maintenance and Support Services if and inasmuch as (i) Customer's non-compliance with its obligations was the reason for any such failure, delay or error; (ii) there was no contributory negligence on the part of Onapsis; and (iii) Onapsis has made any reasonable effort to provide the respective services.

In particular, Customer is required to cooperate as follows:

2.1   Customer shall install all New Versions and patches (if any) in accordance with Onapsis' instructions and/or otherwise specified. Should Customer fail to do so, Onapsis at its option may:

- Suspend (with no obligation to refund the maintenance and support fees) the provision of Maintenance and Support Services under the Order until Customer has carried out the installation; or

- Charge an additional fee to carry out such work for Customer if Customer requests such work.

2.2   Customer agrees to grant Onapsis access to, and assistance from, appropriately skilled customer personnel concerned with the operation of the Software to enable Onapsis to provide the agreed Maintenance and Support Services (i.e., as applicable, SAP and/or operating system administrator(s), rights and roles administrator(s), user(s) who has/have been trained by Onapsis in configuring and

maintaining the respective Software). Also, if Onapsis so requests, Customer shall grant Onapsis access to Customer's systems and/or premises to provide the services hereunder.

2.3   Upon detection of any defect or error in the Software that requires Maintenance and Support Services, Customer will provide Onapsis with all information and documentation requested by Onapsis for the purpose of assessment, diagnosis and remedy of any reported defect or error, in particular a listing of output and any other data, including databases and backup systems, that Onapsis may reasonably request in order to reproduce operating conditions similar to those present when the problem occurred.

3.   Required Action Update

Onapsis may, but shall not be obliged to, inform Customer of planned releases, updates, upgrades and improvements of the Software through a product-newsletter and/or required action updates.

4.   Maintenance and Support Fees, Extension of Licenses

4.1   Unless agreed otherwise in the Order Form, the fee for the Maintenance and Support Services shall amount to 20% of the net license fee (as per the Order) per contract year (12 months).

4.2   Should Customer extend the scope of the License at some point in time after the conclusion of the Order Form, the overall fee for the Maintenance and Support Services shall be adjusted accordingly, starting from the effective date of the Customer extension. For the remainder of the then-current contractual Maintenance and Support term, the increased fee shall be invoiced by Onapsis by means of an according interim invoice.

5.   Rights in and to New Versions

Unless agreed otherwise in the Order Form, for any New Version made available hereunder Onapsis grants Customer a non-exclusive, nontransferable, non-sublicensable license for Customer's employees or contractors to execute and run the software in object code form (and to use the documentation) with respect to the number of targets identified in the original Order for Customer's internal business purposes.

6.   Term and Termination

6.1   The Term of the Maintenance and Support Services shall become effective upon the effective date agreed between the parties according to the Order Form.

6.2   The Term of the Maintenance and Support Services shall remain in force for the initial term. The initial term shall end on the 31st of December of the year following the year of the effective date, if not otherwise agreed upon between the Parties in the Order Form. After the end of the initial term, the Order on the Maintenance and Support Services shall be renewed automatically for one year periods each time unless terminated by one of the Parties with a notice period of three months prior to the end of the initial term or any renewal period.

6.3   The Parties' right to terminate for cause shall remain unaffected. Further, a Party may terminate the Order on the Maintenance and Support Services for cause if the respective other Party should be declared insolvent, is liquidated (as far as this is not due to a merger or reconstruction), if an insolvency administrator should be appointed, or if such party should no longer be able to fulfill its financial obligations.

6.4   Partial termination of Orders for Maintenance and Support Services are not possible.

6.5   Termination notices must be in writing. Transmission via telefax shall be sufficient.

6.6   Any termination of the License shall also automatically terminate the Order on the Maintenance and Support Services, effective upon expiry of the then-current term of the Order on the Maintenance and Support Services, without requiring a separate declaration or other legal act.

7.   Payment

7.1   All fees agreed upon shall be net fees. Customer is obliged to pay any applicable taxes, in particular all applicable statutory value-added taxes.

7.2   All fees are due and payable within the payment period agreed upon. Maintenance and Support Services fees shall be paid in advance for the relevant contractual period. Unless agreed otherwise in an Order Form, invoices shall be paid within 30 days after receipt of the invoice.

7.3   In the event that Maintenance and Support Services fees are not paid in accordance with these MSSC and/or the Order Form, Onapsis may not only claim damages caused by the delay, but also assert its right of retention.

7.4   Onapsis may increase the Maintenance and Support Services fees for a renewal term if Onapsis notifies Customer thereof with a notice period of at least three months prior to the end of the respective term and informs Customer of the following provisions:

- Customer shall have the right to terminate the Order on Maintenance and Support Services effective at the end of the then-current term by giving Onapsis at least 30 days prior written notice.

- If Customer does not terminate the Order on Maintenance and Support Services, the increase shall be considered as agreed upon for the renewal term(s) and the Maintenance and Support Services fees shall be adjusted accordingly.

7.5 Customer may only set-off claims which are uncontested or have been confirmed by a judgement of a competent court.

8. Liability

8.1 Onapsis shall be liable in accordance with the applicable statutory provisions (whether in contract, tort or otherwise) for damages suffered by Customer that (i) have been caused as a result of Onapsis, its legal representatives, its agents or auxiliaries having acted, or having failed to act where there was a duty for Onapsis to act, in gross negligence or with wilful or malicious intent; (ii) have occurred as a result of a breach of a guarantee (the term "guarantee" in accordance with the applicable statutory meaning); (iii) that are a result of a culpably caused injury to life, limb or health; and/or (iv) that are subject to product liability under the German Product Liability Act.

8.2 In cases of negligence other than gross negligence, Onapsis shall only be liable for damages that result from breaches of material contractual obligations (whether in contract, tort or otherwise). The foregoing limitation of liability shall not apply, however, where the damages result from culpably caused injuries to life, limb or health or a breach of a guarantee (as defined in Section 8.1). "Material contractual obligations" are such contractual obligations the compliance with which the respective other party will reasonably expect and which, if breached, jeopardize the achievement of the aim(s) and purpose(s) of the contract.

8.3 In cases of negligence other than gross negligence, Onapsis' liability shall also be limited to damages that are typically foreseeable in the context of an agreement such as this EULA and/or the Order. The foregoing limitation of liability shall, however, likewise not apply where the damages result from culpably caused injuries to life, limb or health or a breach of a guarantee (as defined in Section 8.1).

8.4 Other than in cases that fall under Section 8.1, Onapsis shall not be liable for indirect, consequential or special damages.

8.5 Other than in cases that fall under Sections 8.1 and/or 8.3., 2nd sentence, Onapsis' liability shall also be limited to maximum amounts of 250,000 Euro per case, and 500,000 Euro overall.

8.6 Any liability other or beyond the liability provided in Sections 8.1 to 8.5 is excluded.

8.7 Customer is responsible for ensuring the routine and case-related backup of its data. Irrespective of Sections 8.1 to 8.5, if Customer suffers damages that result from the loss of data, Onapsis shall in each case only be liable for the damages insofar as the damages could not have been avoided by Customer carrying out data backups of all relevant data in regular intervals or as a case reasonably demands according to good industry practice.

8.8 Damage claims, irrespective of their legal origin and nature (contract, tort or other), shall fall under the statute of limitations one year after the end of the calendar year during which the claims came into existence and Customer could have reasonably known the factual circumstances that gave rise to the claim. The foregoing sentence shall, however, not apply where the damage has been caused by, or has not been remedied with or because of, Onapsis' wilful intent, where Onapsis had maliciously concealed a defect in the Software, in cases of injuries to life, limb or health, and/or where the corresponding claims result from the German Product Liability Act.

9. Confidentiality

9.1 "**Confidential Information**" shall mean, without limitation, (i) any information labelled as confidential information; (ii) all parts and elements of the Software, in particular its source code; (iii) (a) any knowledge or information comprising or relating to any technical or non-technical data, algorithms, formulae, patterns, compilations devices, methods, trade secrets, know-how, techniques, drawings, designs, processes, procedures, improvements, models, manuals, financial data, business plans and the terms of this EULA, (b) documents, manuals and data, whether written, machine reproducible, visual or oral, relating to the Software, (c) design, structure, logic and algorithms of the Software, its interactions and the programming techniques employed therewith, or (d) information related to the business of Onapsis; and (iv) any other information which has economic value and is not publicly known.

Confidential Information shall, however, not include such information which (i) becomes generally available to the public other than as a result of a breach of this Section 9; (ii) is received from a third party, provided that the third party is not bound by an obligation of confidentiality with respect to such information (and the receiving Party is aware or made aware by the other Party of this fact), (iii) was legally in a Party's possession without obligations of confidentiality prior to such information being furnished as Confidential Information, or (iv) which is developed by either Party independently without access to Confidential Information of the other Party.

9.2 The Parties agree to keep all Confidential Information in strict confidence. In particular, the Parties shall not directly or indirectly (i) disclose or communicate to any third party any Confidential Information without

prior written consent of the other Party; or (ii) use Confidential Information for any purpose other than as permitted in this EULA. Customer shall disclose the Confidential Information to his employees, agents and professional advisers (i) on a need-to-know-basis only; and (ii) only to such employees, agents and professional advisers who have agreed in writing to comply with confidentiality obligations no less strict than those in this Section 9, provided that Customer may disclose Confidential Information to its outsourcing service providers (if any), (i) inasmuch as such disclosure is necessary for the performance of the contract between Customer and outsourcing service provider; and (ii) only after the outsourcing service provider has agreed in writing to comply with confidentiality obligations no less restrictive than those in this Section 9. Third parties who maintain, support and develop Customer's software applications for which Onapsis' software is used may receive the reports generated by the Software following the scan of the respective software applications for the purpose of maintaining, supporting and developing the Customer's software applications, but only under the terms on conditions set forth above in relation to outsourcing service providers.

10. Miscellaneous

10.1   Capitalized terms not otherwise defined in these MSSC shall have the same meaning as in Onapsis' EULA.

10.2   These MSSC shall not be modified or supplemented unless done in writing and signed by the Parties. This also applies to any waiver of the written-form requirement.

10.3   General terms and conditions or other contractual terms in use by Customer shall not apply even if Onapsis has performed an agreement without explicitly rejecting such general terms and conditions.

10.4   If any provision of these MSSC is invalid or unenforceable, or becomes invalid or unenforceable during its course, then the validity and enforceability of the other terms and conditions shall not be impaired thereby. All terms and conditions of these MSSC are separable.

10.5   These MSSC shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany under exclusion of all German and European International Private Law as well as the UN Convention on the International Sale of Goods.

10.6   All disputes arising out of or in connection with these MSSC shall be subject to the exclusive jurisdiction of the Courts of Heidelberg, Germany.