Software Licence and Maintenance Terms

of Inworks GmbH, Hörvelsinger Weg 39, 89081 Ulm, GERMANY

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Part A - Software Licence Terms

1. Subject of the software licence terms

1.1 The license terms apply to the software license agreement concluded between the licensee and Inworks. This may include standard software or customer-specific developments (customizings or add-ons) to the standard software (hereinafter Software).

1.2 A software licence contract shall come into being by means of timely acceptance of a written offer signed by Inworks or by means of written order confirmation from Inworks. The software licence contract comprises the following:

- the underlying offer
- these Software Licence and Maintenance Terms
- the specifications in which the contractual software (including add-ons) is described
- any other applicable contractual components, if agreed in writing
- The software is licensed, not sold. For the duration of the software licence contract, Inworks shall grant the licensee a simple, non-transferable, fee-incurring right of use to the software, in accordance with the following provisions. The type and scope of the use of the licence is also set out in the software licence contract.

2. Reproduction rights and replacement copies

2.1 The licensee may only reproduce the provided program insofar as said reproduction is essential for the use of the software. Over and above this, the licensee is not allowed to make any copies.

3. Licence and multi-use

3.1 Simultaneous saving, storing or use on more than one piece of hardware is not permitted. This excludes a second piece of hardware used exclusively to test the software.

3.2 The licensee recognises the copyrights of Inworks, and thus the exclusive usage and exploitation rights to the software.

3.3 Unless otherwise agreed (such as special agreements in the Offer), Inworks retains all rights to any customer-specific developments (customizings or add-ons) that Inworks has created for Licensee in accordance with its instructions. Inworks is entitled to take on such developments and add-ons and to use and exploit them indefinitely, irrevocably and worldwide as well as freely transferable to third parties for all types of use and exploitation. This includes in particular the right to reproduce, distribute, present or make available to third parties for use and the right to edit, develop, modify, decompile and exploit the results of the services created in the same way

3.4 The source code shall remain under the ownership of Inworks.

3.5 The licensee recognises Inworks' trademark, name and patent rights to the software and to the corresponding documentation.

4. Handover to third parties for use

4.1 The licensee is not entitled to sell, license or rent the software to third parties, to otherwise make use of the software as regards third parties or to hand the software over to third parties for use outside of the provisions of the software licence contract concluded with Inworks.

4.2 The licensee undertakes to treat all information on the software and the methods and procedures used as confidential and to prevent third parties from gaining unauthorised access to software and documentation provided using suitable precautions. The licensee undertakes to inform Inworks immediately of unauthorised access to the software by third parties.

5. Decompilation and program

5.1 No kinds of program changes, including determining the various steps involved in manufacturing the software, are permitted. Copyright marks, serial numbers and any other markings serving the purpose of identifying the program must not, under any circumstances, be removed or altered.

6. Audit, monitoring and viewing rights

6.1 Inworks has the right to check the licensee's use of the software during normal business hours.

6.2 In the event that the licensee is not using the software in accordance with the acquired licences, but rather outside of said licences, he shall be obligated to pay the licence fees that he would have been due had he procured this additional use on the basis of a contractual agreement with Inworks from the start; in this respect, the list prices of Inworks applicable at the time of establishing this additional use shall apply.

7. Obligation to inspect and report

7.1 The licensee undertakes to inspect the software installed by Inworks for obvious defects that are identifiable to the customer without any further knowledge. Obvious defects must be reported to Inworks in writing within two weeks of installation.

7.2 In the event of violation of the obligation to inspect and report, the software shall be considered accepted with the applicable defect.

8. Price adjustment clause for licences with a time limit

8.1 The contractually agreed remuneration for software licences shall increase by 2% of the previous year's remuneration each year.

Part B - Software Maintenance Terms

9.   Subject of the software maintenance terms

9.1   The following software maintenance terms shall apply to all standard software, customer-specific developments (customizings and add-ons) to the standard software (hereinafter software)

9.2   Inworks shall take maintenance and update of the contractual standard software for the licensee. For customer-specific developments (customizings and add-ons) Inworks shall take the maintenance to ensure interoperability with the latest version of the standard software. This will be done in accordance with the terms set out in these terms and the scope of service specified between the licensee and Inworks.

9.3   The obligation of Inworks as per the provisions of these software maintenance terms shall only relate to the current version of the software and to version preceding the current version as well as the current version of customer-specific developments, provided that their specified purpose and conditions are still the same.

9.4   The services to be provided by Inworks within the scope of this contract include the remedying of errors and the provision of updates for the standard software.

10.   Remedying of errors

10.1   Whether an error has occurred and which category the error belongs to is defined by the regulations under point 10.3 of these software maintenance terms.

10.2   If the error reported by the licensee is an error within the meaning of the regulations under point 10.3 of these software maintenance terms, Inworks shall begin remedying the error, using the means available to it, within the periods described under point 10.3 from receipt of a justified error notification. The error handling can be done partially or completely by an update. If the affected software installation is older than 9 months, it is at the discretion of Inworks to determine an update of the software as a necessary prerequisite for root cause research. Should it not be possible to remedy the error immediately, Inworks shall inform the licensee of this immediately, citing the reasons as well as the amount of time that is expected to be required to remedy the error. Inworks shall also use all of the means available to it to offer the licensee a work-around solution.

10.3   Inworks shall remedy errors arising in the error categories described below within the reaction times set out below. The usual office and service hours are on weekdays (Mon-Fri) from 08:00 to 17:00, not on public holidays at the headquarters of Inworks GmbH. There is a distinction between the following three error categories:

Error category	Problem Description	Reaction times
1	Proper and/or economically logical use of key parts of the service is not possible or unreasonably limited. The contractual partner is unable to work.	By the next working day at the latest.
2	Use of the software is greatly impaired, but is essentially possible. The error can be worked around by organisational and other means.	Within 2 working days.
3	Other error; no significant effect on functionality and usability.	Within the scope of the next update or upon consultation with the contractual partner.

10.4   An error within the meaning of the above provision shall particularly not exist if malfunctions have been caused by improper handling of the software, e.g. deviation from the installation instructions or the conditions of use set out in the software licence contract. Limitation of or inability to use the software caused by changes to the usage requirements of the licensee (especially customer-specific developments as well) shall not represent an error.

11.   Update supply

11.1   For the duration of these software maintenance terms, Inworks shall constantly make the most up-to-date program version of the software available to the licensee. In the case of customer-specific developments always the current version contracted.

11.2   Inworks shall define the number of updates at its own discretion. In particular, the type and number of errors occurring and changes in statutory provisions shall have a decisive effect on the number of updates provided.

11.3   Should Inworks offer the licensee a new update within the scope of this contract in order to avoid having to remedy errors, the licensee must accept this and install it on his hardware in accordance with Inworks' installation instructions.

12.   Services subject to separate payment

12.1   Upon consultation with the licensee, Inworks shall provide further services that are associated with the software but that do not form the subject of these software maintenance terms against separate payment. This shall particularly apply to

- all work and services carried out by Inworks at the request of the licensee outside of normal office hours (Monday to Friday 08:00 – 17:00) and that are not essential as per clause 10;
- work and services that become necessary due to improper handling of the maintained programs and/or violations of obligation on the part of the licensee, for example failure to observe instructions for use;
- malfunctions in the software as set out under no. 10.4 of these provisions;
- work and services that become necessary due to force majeure or other circumstances for which Inworks is not responsible;
- work and services that are necessary in order to the installation of an update provided to the licensee as well as instruction and training with regard to these software

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versions.

- Work and services (including Remedying of errors) on customer-specific developments (customizings and add-ons), which go beyond ensuring interoperability with the respective current version of the standard software.

13. Price adjustment clause

13.1 The contractually agreed remuneration for software licences shall increase by 2% of the previous year's remuneration each year.

14. Data secrecy and personal data

14.1 Inworks shall ensure that, on its part, only persons that are explicitly authorised and obligated to data secrecy are involved in maintenance, support, update or installation.

14.2 In the event of providing maintenance, support, update or installation services, Inworks shall only process personal data if this (in rare cases) is necessary for the provision of the service, and in this event only within the scope of the agreements reached and the instructions of the licensee.

15. Obligations of the licensee

15.1 The licensee shall support Inworks in fulfilling the contractual service obligations free of charge. Particularly when reporting errors, he shall observe the symptoms and system and hardware environment and report the error to Inworks, citing any information that will be useful in remedying the error. Errors must be reported immediately.

15.2 The licensee shall inform Inworks of a change of computer running the software.

15.3 The licensee shall keep all data used or created in association with the maintained software as a backup copy that allows for reconstruction of lost data with a reasonable amount of effort and time.

15.4 The licensee shall take suitable precautions to protect the software from unauthorized access by third parties.

15.5 The aforementioned obligations to cooperate represent key contractual obligations. Should the licensee violate these, Inworks shall not be obligated to provide its service. In the event of repeated or serious violation of obligations, Inworks shall be entitled to terminate the contractual relationship relating to software maintenance services with a period of notice of one month to the end of the month.

Part C - General

16. Limitation of liability

16.1 In the event of slightly negligent violation of essential obligations, the breach of which endangers implementation of the contract and upon which the licensee should be able to rely, our liability and that of our vicarious agents shall be limited to the foreseeable, direct average damage typical for the type of contract.

16.2 In the event of slightly negligent violation of non-essential obligations, the breach of which does not endanger implementation of the contract, we and our vicarious agents shall not be liable.

16.3 The above limitations of liability do not concern claims of the licensee based on product liability. Further, the limitations of liability shall not apply to any injury to life or limb in the licensee for which we are responsible.

17. Contract term, termination of the licence contract

17.1 The term of the contract is based on the software license agreement from transfer of the license key or provision of the software. We reserve the right to synchronize subsequently commissioned licenses in their contract period and the termination of the transfer of use with the first order. Subsequent contract periods are calculated on a daily basis.

17.2 The contractual partners' right to extraordinary termination – particularly in accordance with Section 543 of the German civil code (BGB) – shall remain unaffected.

17.3 Termination must be declared in writing in order to be effective.

18. Compliance, indemnification

18.1 The licensee is responsible to using the software in compliance with applicable laws (especially data privacy law). The licensee shall indemnify Inworks for all rights of third parties based on illegal use of the software that he is responsible for or that he caused.

19. Miscellaneous agreements

19.1 Changes or additions to the contract must be made in writing. This same shall also apply to modification or rescission of the present clause.

19.2 The contractual relationship shall be subject to German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

19.3 Invalidity of individual provisions of this contract shall not affect the validity of the remaining contractual content.

19.4 Exclusive place of jurisdiction shall be the district court of Ulm, Germany.