1 Definitions

1.1 SIMA GmbH: the private limited liability company SIMA GmbH, with registered office at Brueckenstrasse 27 in 63906 Erlenbach a. M., Germany, trading under Commercial Registry Number HRB 17452.

1.2 Contracting Party or Customer: the other (legal) party of SIMA GmbH to whom an offer has been made, a tender has been made, from whom a contract has been accepted, and/or with whom an agreement has been concluded.

1.3 Parties: Contracting Party and SIMA GmbH together.

1.4 Master Service Agreement: An agreement signed by the parties as referred to in *Articles 2* and *3* of these General Terms and Conditions, to which these General Terms and Conditions apply.

1.5 Know-how: all software, documentation and/or other (teaching) materials developed or made available under the Agreement, such as analyses, designs and reports, as well as preparatory materials thereof.

1.6 Error: failure to comply with the functional specifications communicated and agreed by SIMA GmbH in writing and agreed. An error can only be made if it can be demonstrated by a contracting party and can be reproduced.

1.7 Interoperability: the ability of software to exchange information with other components of a computer system and/or software and to communicate by means of this information.

1.8 Principal amount: the amount of the price negotiated for the contract in question (excluding VAT). If the contract is a duration agreement, with a duration of more than one (1) year, the principal amount shall be set on the total of the fees negotiated for one year (excluding VAT).

1.9 BGB: *German Civil Code*.

1.10 Auxiliary persons: persons referred to in *Article 278 BGB*.

1.11 Indirect damage: the loss of profit and/or income, the suffering of (production) loss, the costs of or related to downtime or delay, fines, (missing out on) discounts and/or payments from third parties, all in the broadest sense of the word.

1.12 Acceptance Test: means the test which may be performed by Contracting Party during the Acceptance Test Period to determine whether software will be free from defects which materially affect performance in accordance with SIMA GmbH's Specifications.

1.13 Working days: Monday to Friday, except for nationally recognized public holidays.

1.14 Credits: credit units with a euro value set out in the Agreement and in other communications and correspondence.

1.15 License: the unique code activating the software developed by SIMA GmbH.

2 Applicability

2.1 These terms and conditions shall apply to all offers made by SIMA GmbH, quotations, invoices, accepted contracts and agreements concluded, including: supply of products, providing advice, providing services and carrying out installation, maintenance, repair and/or inspection of work.

2.2 Bondix reserves the right to unilaterally amend and/or supplement these General Terms and Conditions. Amendments shall also apply in respect of existing Agreements, with due observance of a period of 30 days after publication of the amendment on the website of Bondix or by electronic notification. Minor changes may be implemented at any time.

2.3 Deviations from and additions to these General Terms and Conditions shall only be valid if explicitly agreed in writing in, for example, a (written) Agreement or confirmation of assignment.

2.4 If these General Terms and Conditions and the Agreement contain conflicting conditions, the conditions contained in the Agreement shall apply.

2.5 The applicability of the General Terms and Conditions of the Contracting Party is expressly rejected by SIMA GmbH.

2.6 The Agreement–together with these General Terms and Conditions–represent the complete agreements between SIMA GmbH and the Contracting Party regarding the performance of the Services for which the Agreement has been concluded. Bondix and the Contracting Party expressly accept electronic communication for the conclusion of the Agreement. All previous agreements or proposals made between the Parties in this respect shall lapse.

2.7 If one or several provisions of these General Terms and Conditions are invalid or nullified, the remaining provisions of these General Terms and Conditions shall remain in full force. If any provision of these General Terms and Conditions or of the Agreement is not legally valid, the Parties shall negotiate the content of a new provision, which provision shall approximate the content of the original provision as closely as possible.

3 Agreement

3.1 An agreement, however called, is only legally binding after written acceptance by SIMA GmbH.

3.2 Verbal commitments and agreements with SIMA GmbH employees do not bind SIMA GmbH unless they have been accepted by SIMA GmbH in the aforementioned prescribed manner.

3.3 Without the prior written consent of SIMA GmbH, the Contracting Party cannot transfer its rights and obligations under any agreement to third parties.

4 Duration

4.1 If the Agreement relates to the periodic or otherwise regular provision of service, it shall be entered into for the period agreed between the Parties. In the absence of an agreed upon period, a period of one (1) year applies. Without prejudice to *Article 20*, the right of mid-term cancellation of this contract shall be excluded by the Contracting Party.

4.2 Unless one of the Parties terminates the Agreement referred to in *this paragraph 1* by the end of the contractual period subject to a period of three (3) months' notice, that agreement shall be renewed for one (1) year.

4.3 Cancellation within the meaning of this *Article* shall be made in written.

5 Right of use

5.1 If SIMA GmbH, under the Agreement, provides certain Software to Contracting Party, Contracting Party will only obtain the non-exclusive, non-transferable and non-sublicensable license to (1) use the Software and Documentation on the Designated Router, and (2) copy the Software and Documentation for archival or backup purposes only, provided that all titles, trade-marks, and copyright, proprietary and restricted rights notices shall be reproduced in all such copies, and that all copies shall be subject to the terms of this Agreement.

5.2 Unless otherwise agreed, the right of use of Software applies only for the duration of the Agreement and the right of use relates only to the use of the Software on one router.

5.3 Costs for any updates and upgrades of the Software are not included in the Agreement, unless its provision is expressly part of the agreed Services.

5.4 Contracting Party is not entitled to make changes to the Software provided by SIMA GmbH under the Agreement.

5.5 The Contracting Party is not entitled to a copy of the Software's source code and it is emphatically not permitted to use reverse engineering, decomplication, or similar techniques.

5.6 SIMA GmbH can take (technical) measures to protect provided Software. If Bondix has taken such security measures, the Contracting Party is not permitted to get around or remove this security.

6 Installation and acceptance

6.1 SIMA GmbH shall use reasonable efforts to deliver a Licensed Copy of the Software and Documentation.

6.2 The Software must be set up on the device and developed in the network architecture by and at the expense and risk of the Contracting Party. Insofar as SIMA GmbH is requested to carry out or assist with the installation, the installation remains at the expense and risk of the Contracting Party.

6.3 Prior to Software acceptance by Contracting Party, Contracting Party has the right to operate the Software within the designated testcase solely for the purpose of conducting

software acceptance test. Unless otherwise agreed by the Parties, the Acceptance Test Period (means the period of time in days agreed to by the Parties and specified in this section) for Software shall be seven (7) consecutive calendar days from the activation date of the (test) license. The Software shall be deemed accepted by Contracting Party unless Contracting Party notifies SIMA GmbH (in writing) to the contrary within the applicable Acceptance Test Period described above. If SIMA GmbH receives written notice from Contracting Party during the Acceptance Test Period that the Software failed the Acceptance Test, the Acceptance Date (the date on which the Software successfully completes the Acceptance Test) shall be extended on a day-to-day basis until such time as the Software passes the Acceptance Test. Notwithstanding the forgoing, the network shall be considered fully accepted if and as soon as the Contracting Party makes any use for productive or operational purposes before the moment of acceptance.

6.4 Acceptance of the software shall not be withheld on grounds other than those relating to the specifications expressly agreed on between the Parties. Furthermore, Acceptance of the Software is not denied due to the existence of minor errors, which do not reasonably prevent operational or productive commissioning of the Software, without prejudice to SIMA GmbH's obligation to correct these minor errors under *Article 8*, provided that it is (still) applicable.

6.5 If SIMA GmbH provides a test license to Contracting Party for evaluation or test purposes (e.g. demo- or test versions), the Contracting Party's right to use such version is limited to (i) internal evaluation or test purposes and, where applicable, (ii) the time period specified by SIMA GmbH. Any productive use is strictly prohibited. The right of use terminates automatically upon expiry of the time period specified by SIMA GmbH.

6.6 The Software according to *this paragraph 5* can be subject to functional restrictions; any use is at the Contracting Party's own risk.

6.7 SIMA GmbH disclaims liability in the sense of warranty for specific properties when providing a Software version according to *this paragraph 5*.

7 Updates

7.1 SIMA GmbH is entitled, at its sole discretion, to modify, enhance, replace, or make additions to its Software in such way that the agreed service in this Agreement is not affected.

7.2 Installation and acceptance of an update will take place in accordance with *section 6*.

8 Removal of Defects

8.1 For the period of twelve (12) months as from the day of the delivery of the Software, SIMA GmbH warrants that the delivered Software is free of defects in material or coding when it is started up and that it works in accordance with the accompanying user manual, if any. The shortening of the statutory warranty period shall not apply if SIMA GmbH or one of its vicarious agents has fraudulently concealed the defect.

8.2 The Contracting Party is aware that software products are being permanently further developed and bugs may occur. Bugs do not constitute a defect of the Software if the bug is not the result of an error in the coding of the Software at the time of delivery or a defective data storage device of SIMA GmbH.

8.3 If an Error occurs in the installation or operation of the Software during the warranty period, SIMA GmbH is to be notified without undue delay. SIMA GmbH shall then inspect the Error upon receipt of the notice without undue delay and alternatively make substitute delivery or remove the defect in case of a justified notice of defects. For purposes of supplementary performance, the Contracting Party has to provide SIMA GmbH with all required information on the previous use and operation of the Software and enable SIMA GmbH to access the Software on site or via the internet. Due to the complexity of the Software programming, SIMA GmbH shall have several, at least two, attempts to make supplementary performance depending on the kind of defect. Supplementary performance shall be deemed to have failed only if the Software does not properly

work because of the defect despite the attempts to make supplementary performance as well as the expiration of a reasonable grace period set in writing by the Contracting Party.

8.4 Any further warranty, in particular that the Software is fit for the Contracting Party's purposes outside the product specifications shall expressly be excluded unless the management or a representative authorised in writing has expressly assured the specific use or fraudulently concealed the Error.

8.5 If scripting by the Contracting Party causes a discrepancy between the actual and the agreed functionality of the Software, that discrepancy will not be classified as a software defect. The Contracting Party will perform scripting at his own responsibility and his own risk.

8.6 The delivery of the user manual in the English language shall be generally permissible unless the object of the Agreement has already been fully developed for the respective market.

9 Distribution

9.1 Unless explicitly agreed otherwise, Contracting Party shall not make available nor distribute all or part of the Software or Documentation to any third party by assignment, sub-license, or by any other means.

10 Credits

10.1 The Contracting Party will purchase credits to activate a license key on a specific router. One (1) credit will give the Contracting Party the right of use of the Software for a period of one (1 year).

10.2 Unless explicitly agreed otherwise, Credits are valid for a period equal to the initial duration of the Agreement. After automatic renewal (see *Article 4*), the valid period of an Agreement is one (1) year.

10.3 On activation, one credit will be deducted from the bundle. If the Contracting Party will deactivate the license after activation (and within the valid period), the Contracting Party does not have a right on compensation.

10.4 Unless explicitly agreed otherwise, Credits that have not been used on time shall expire. Refund of the purchase price of expired Credits is excluded.

11 Payment

11.1 Unless explicitly agreed otherwise, the Contracting party shall pay a credit in a yearly installment.

11.2 Unless explicitly agreed otherwise, the Contracting Party complies with any invoice sent by SIMA GmbH within thirty (30) days of the invoice date, without any deduction or discount. The right of the Contracting Party to settle any payments with SIMA GmbH is expressly excluded.

11.3 Contracting Party reports complaints about an invoice in detail in writing to SIMA GmbH within thirty (30) days of the invoice date. After this period, the Contracting Party processed its right to complaint. A complaint does not relieve the Contracting Party of its obligation to pay.

11.4 SIMA GmbH is entitled to suspend the performance of the Agreement(s) if the Contracting Party fails to fulfil any obligation to pay any obligation from any agreement(s), even if it exceeds deadlines without SIMA GmbH being held to any compensation.

11.5 If the Contracting Party does not pay the amount due in time, the Contracting Party will be held to pay statutory commercial interest ('wettelijke handelsrente') arising from *Article 6:119a Dutch Civil Code* on the amount due, upon thirty (30) days written warning or notice of default being required.

11.6 In case of breach of the Agreement/bankruptcy or failing to pay by the Contracting Party, Bondix has the right to inform a possible third party (in case of a reselling contract) and to perform a third-party contract takeover.

12 Acquisition, duration and termination of licenses

12.1 The License can only be obtained digitally via an order placed with SIMA GmbH or SIMA GmbH's partners.

12.2 Unless otherwise agreed and/or stated, a License has a term of twelve months, counting from the purchase date of a License.

12.3 A License is tacitly extended at the License price applicable at that time for the same period as the current term unless Customer has cancelled the License at least 90 calendar days prior to the end of the current License period.

12.4 A License cancellation can only be made in writing or via a web portal provided by SIMA GmbH and must be received by SIMA GmbH at least 90 calendar days prior to the end of the current License period.

12.5 The license period expires in any case upon termination of the Master Service Agreement or if the Contracting Party fails to fulfil any obligations according to this *Article 11.4*.

13   End of life (termination)

13.1 The Software of SIMA GmbH is subject to constant technological progress. In individual cases, this may cause changes to the Software in such a manner that the Software is completely replaced in terms of functionality by a new product or a new solution ("successor"). In that case, the successor will replace the Software. The Contracting Party is not entitled to a license for the successor. To clarify, the Parties hereby agree that an innovation which is only a new release version does not constitute a successor.

13.2 SIMA GmbH shall inform the Contracting Party of its planned changes to the Software product portfolio via the Bondix Newsletter and via its website on a regular basis. If the Software of SIMA GmbH:

13.2.1 is replaced by a successor or

13.2.2 if it is no longer developed and therefore discontinued, SIMA GmbH must announce this measure by giving twelve (12) months' written notice ("End of Life").

13.3 At the same time, the written announcement of the "End of Life" constitutes ordinary termination of software maintenance for the corresponding Software at the next possible date. SIMA GmbH will inform the Contracting Party in its written announcement about options for updates or migration to a current successor.

14   Intellectual property rights

14.1 All intellectual property rights to Know-how and/or equipment rest only with SIMA GmbH or its licensor(s). Contracting Party obtains only the rights of use and powers granted by these Terms and Conditions or in the Agreement within the limits set by the license.

14.2 The Contracting Party is aware that the Know-how provided by SIMA GmbH contains confidential information and trade secrets of SIMA GmbH or its licensor(s). The Contracting Party commits to keep this Know-how secret, not to disclose or put into service to third parties, and to use it only for the purpose for which it has been made available. Third parties are also included in this context, as are all persons working in the organization of the Contracting Party who do not necessarily need to use the Know-how.

14.3 The Contracting Party is not permitted to remove or modify any indication of intellectual property–in the broadest sense of the word–from the Know-how, including indications of the confidentiality and confidentiality of the Know-how.

14.4 SIMA GmbH can take technical measures to protect the Software. If SIMA GmbH has thus secured the Software, the Contracting Party is not allowed to (attempt) having this security removed or (let) avoid it.

14.5 Unless SIMA GmbH provides a backup, the Contracting Party–provided that the license (terms) allow it and this is technically possible–has the right to make and maintain one backup itself. The backup must be an identical copy and always bear the same labels and indications as the original copy.

14.6 If the Contracting Party develops software or has it developed by a third party, or if the Contracting Party intends to do so, and in connection with the interoperability of the software to be developed and the software made available by SIMA GmbH, it needs information to achieve this interoperability, the

Contracting Party shall request this information from SIMA GmbH in writing. SIMA GmbH will notify the Contracting Party within a reasonable period of whether it honors the request and under which (including financial) conditions this takes place.

14.7 SIMA GmbH indemnifies the Contracting Party from legal claims based on the allegation that Know-how developed by SIMA GmbH infringes a valid right of intellectual property. The condition for this safeguard is that the Contracting Party immediately informs SIMA GmbH in detail in writing about the existence and content of the legal action, while the handling of the case, including the settlements, is left entirely to SIMA GmbH. Contracting Party provides SIMA GmbH with the necessary powers of attorney and information to this end and also cooperates fully so that SIMA GmbH can defend itself, if necessary on behalf of the Contracting Party, against this legal action(s).

14.8 If it is irrevocably established in court that the Know-how developed by SIMA GmbH itself infringes any right of intellectual property belonging to a third party, or if, in SIMA GmbH's opinion, there is a reasonable likelihood of such an infringement occurring, SIMA GmbH shall withdraw the amount of credit against the acquisition costs and, net of a reasonable usage fee, or ensures that the Contracting Party can continue to use the delivered, or a functional equivalent other product, undisturbed, all this at the assessment of SIMA GmbH. This provision only applies if *this paragraph 7* has been complied with.

14.9 The safeguard referred to in *this paragraph 8* shall expire if and to the extent that the infringement in question relates to changes made by the Contracting Party to the Know-how or had it made by third parties.

14.10 Any from the previous paragraphs deviating liability or safeguard obligation of SIMA GmbH for violation of third-party intellectual property rights is excluded. This includes SIMA GmbH's liability and/or safeguard obligations for breaches caused by the use of the information in a form not modified by SIMA GmbH, in conjunction with products or software not supplied or provided by SIMA GmbH, and/or in any way other than for which the information was developed or intended.

15   Liability

15.1 The liability of SIMA GmbH on any legal ground whatsoever shall be limited to compensation for direct damage, with a maximum amount of the price stipulated for the Agreement (excl. VAT), with a € 500,000.00 and a maximum of 5 years after the ending of the Agreement. SIMA GmbH shall never be liable for compensation of indirect damage, including consequential damage, loss of profit, lost information or data, lost savings, or damages due to business interruption.

15.2 The limitation of liability of *this paragraph 1* shall not apply in the event of intent or gross negligence on the part of SIMA GmbH.

15.3 Any right to compensation is conditional upon the Contracting Party notifying Bonding Intelligence as soon as possible that the damage has occurred. Any claim against SIMA GmbH shall expire by the mere lapse of one (1) month after the claim arose, unless the claim was already reported by the Contracting Party to SIMA GmbH in writing and with adequate substantiation.

16   Indemnification

16.1 The Contracting Party irrevocably and unconditionally indemnifies SIMA GmbH, its employees and its assistant engaged for the performance of the Agreement against any claim by third parties in connection with the performance of the Agreement by SIMA GmbH, including the costs of legal assistance and other legal costs to be incurred.

17   Privacy

17.1 SIMA GmbH may process personal data of the Contracting Party for the purpose of the performance of the services, and in that case complies with its obligations under the legislation relating to the processing of personal data.

17.2 SIMA GmbH privacy statement, published on the website, applies to the processing of the Contracting Party's personal data.

17.3 All personal data processed by SIMA GmbH shall be processed within the European Union.

18 Force majeure

18.1 Neither party shall be obliged to fulfil any obligation under the Agreement if it is prevented from doing so by force majeure. Force majeure means any occurring circumstances not related to the actions of Parties, which prevents the fulfilment of the Agreement temporarily or permanently and which, neither under the Law nor by standards of reasonableness and fairness, should be considered to be a risk of Parties and, to the extent that it does not already include: obstacles caused by measures, laws or decisions of competent international or national (public) authorities, lack of raw materials, strike, industrial occupation, blockade, embargo, war, unrest and thus equivalent conditions, power failure, failure in (tele)communication lines, fire, explosion, water damage, flood, lightning strike and other natural disasters and calamities, as well as extensive disease of epidemiological nature of personnel.

18.2 As soon as a Party is confronted with a force majeure, it shall notify the other Party unless it cannot reasonably be required to do so in the circumstances.

18.3 If SIMA GmbH has already partially fulfilled its obligations at the time of entry into force majeure, SIMA GmbH is entitled to invoice that part already executed separately. Contracting Party is required to pay that invoice as it was a separate agreement.

18.4 If it is established that the state of force majeure will last for three (3) months, each of the Parties is entitled to terminate the Agreement intermediate without regard to any notice period. Cancellation within the meaning of *this Article* shall be made by return of a registered letter with signature.

18.5 SIMA GmbH accepts no liability for and is therefore not liable to compensate for direct and/or indirect damages, costs and/or losses incurred by contracting parties and/or third parties, which are directly and/or indirectly caused harm by or in any way related to the state of force majeure on the part of SIMA GmbH.

19 Non-solicitation

19.1 It is acknowledged that both Parties (including their affiliates) have expended significant time, effort and expense in the hiring, training and retention of its employees and subcontractors in conjunction with providing products and services such as those to be provided hereunder. In view of this, each Party expressly agrees that without the prior written agreement of the other Party and subject to payment of an agreed-upon compensation to the other Party, it shall not, during the term of the Agreement and for a period of 24 months thereafter, either directly or indirectly, solicit or cause to be solicited for employment, or employ, any employee or sub-contract ("employee") of the other Party who is or was assigned full or parttime to activities which are related to the performance of the Agreement. In addition, each Party agrees it shall not, except with the prior written approval of the other Party, directly or indirectly solicit or cause to be solicited for employment, or employ, an individual who has been an employee of the other during the past 24 months.

20 Export regulations

20.1 Software of SIMA GmbH may be subject to export control legislation, standards, provisions, limitations, and national security checks of Germany, the European Union, and/or the United States of America. The Contracting Party is obliged to observe possible restrictions that may derive from those measures and, if necessary, acquire independently the required permissions. The Contracting Party shall indemnify SIMA GmbH from all consequences resulting from a violation of this provision.

21 Termination of the Agreement

21.1 SIMA GmbH shall be entitled, without prejudice to its other rights arising from the law and without being obliged to pay any compensation pursuant thereto, to terminate the Agreement by written notice, or if the Agreement was concluded electronically by email, with immediate effect and without judicial intervention, and thus to deny the Contracting Party access to the Software, if:

21.1.1 The Contracting Party applies for or will be granted a suspension of payments, files for bankruptcy or is declared bankrupt or offers a settlement outside of bankruptcy, or any part of its assets will be seized.

21.1.2 The Contracting Party ceases its operations decides to liquidate, otherwise loses its legal personality, or transfer or merges its business.

21.1.3 The Contracting Party, after proper notice of default affording a period of 14 calendar days to remedy the failure, fails imputably in the fulfilment of its obligations under the Agreement.

21.2 Upon termination of the Agreement, for whatever reason, SIMA GmbH shall be entitled to full payment of the remaining fee until the end of the agreed terms of the Agreement and shall not be obliged to repay any fees already paid to the Contracting Party.

21.3 The contracting party is in breach of law if it: violates any obligation under the Agreement and/or these Terms and Conditions; declares a state of bankruptcy, applies for or obtains suspension of payment, or applies for or obtains the statutory debt restructuring scheme, transfers the business or control over its undertaking, loses its legal personality, or dissolves or is liquidated.

21.4 In the situation referred to in *this paragraph 1*, SIMA GmbH has the right to unilaterally terminate the Agreement without notice and without judicial intervention, without SIMA GmbH being subject to any compensation and without prejudice to SIMA GmbH, including the right to full compensation for all its direct and/or indirect damages. The termination of the Agreement within the meaning of *this Article* shall be effected by return of a registered letter with signature.

21.5 If, at the time of the dissolution referred to in *this Article*, the Contracting Party has already received performance(s) pursuant to the Agreement, such benefits and the related commitment(s) shall not be the subject of the undoing. Amounts invoiced and/or delivered by SIMA GmbH prior to the dissolution in connection with what it has already carried out and/or delivered in implementation of the Agreement shall continue to be subject to the undiminished due in the previous sentence and shall be immediately payable at the time of dissolution.

22 Applicable law and disputes

22.1 These Terms and Conditions and all offers, contracts, and agreements to which they apply are governed by German law.

22.2 All disputes arising as a result of the offer, the contract and/or the Agreement or any further agreement to which these Terms and Conditions apply shall be resolved by the competent court in the place of business of SIMA GmbH.