

GENERAL TERMS AND CONDITIONS

I. TERMS AND CONDITIONS OF SALE.

1. These COMPAREX USA, Inc. ("COMPAREX") General Terms and Conditions as published on COMPAREX's Web site located at comparexusa.com ("COMPAREX Website") at the time of sale, together with the applicable Software Terms and Conditions (defined below) govern all purchase of Standard Software and related products and services ("Products") by Customer (the "Agreement"), from COMPAREX, unless otherwise agreed in writing.
2. Customer is a legal entity purchasing Products from or through COMPAREX.
3. Standard Software means a software and documentation thereto, such as user guides and any other documentation, which is owned and/or licensed and made generally available by a third party (other than COMPAREX) and resold by COMPAREX to Customer on basis of the then current Software Vendor Terms ("EULA") under which Software Vendor grants the right to use such software to Customer.
4. Software Vendor means third party legal entity that develops and/or owns all or part of the Intellectual Property Rights in the Standard Software, documentation and/or Services, and/or its distributors as specified in the relevant purchase orders and that has granted a license to COMPAREX in order to resell such Standard Software, documentation and/or Services to its customers.
5. Software Terms and Conditions means the then applicable standard terms and conditions of Software Vendor with regard to licensing of such Software to customer as well as the then applicable standard terms and conditions for maintenance and support services of Standard Software of as applicable.

II. SCOPE OF APPLICATION

1. These terms shall apply exclusively for Customer's purchase of Products including but not limited to Standard Software. If the Customer is an entity, it has all legal right and ability to purchase the Products and utilize the Standard Software in accordance herewith.
2. These terms are an integral part of the purchasing agreements of Product and shall govern the conditions according to which COMPAREX provides the Standard Software and related products and services within the respective orders of the Customer, the offers made by COMPAREX, as well as order confirmations as part of the resale of the Standard Software and related services.
3. Any deviating terms and conditions of the Customer or changes and amendments to these terms shall only be valid if recognized by COMPAREX in writing. This shall also be true if the terms and conditions of the Customer have not been expressly contradicted.

III. OFFER AND PERFORMANCE

1. Customer Orders are offers to purchase Products subject to this Agreement. COMPAREX may decline any Order for any reason.
2. An Order shall only be deemed to be accepted by COMPAREX when COMPAREX issues to the Customer a written acceptance, acknowledgement or confirmation of the Order or (if earlier) COMPAREX supplies the Product to the Customer, at which point and on which date the contract (subject to these Conditions) shall come into existence.
3. The Standard Software is exclusively the Standard Software listed in the respective offer or the order confirmation according to the terms and conditions specified therein. All additional deliveries, services and support by COMPAREX shall be arranged separately and are to be remunerated by the Customer as an additional amount. In this case, COMPAREX submits an extended or adjusted offer to the Customer. If the Customer does not reject the extended or adjusted offer within 2 weeks after receiving it, it shall count as having been accepted.
4. Should COMPAREX provide additional services free of charge, such services will be provided without any warranty of any kind on an AS IS basis.
5. Title and risk of loss transfer to Customer upon delivery of products to the carrier. Shipment and transportation cost will be borne by Customer, unless otherwise agreed in the purchase documents.
6. COMPAREX shall be permitted to appoint subcontractors to carry out its services under any applicable agreement provided that use of subcontractors will in no way relieve COMPAREX of its obligations under such agreements. For the avoidance of doubt, the sale of any maintenance and support services related to Standard Software as provided by Software Vendor shall not constitute the subcontracting of services by COMPAREX, but the merely resale of services of the Software Vendor and as such is provided by COMPAREX on an AS-IS/WHERE-IS basis.
7. All services shall be subject to the terms and conditions, including the scope of such services and terms of compensation to be paid by Customer for any services, set forth in any applicable agreement or order between COMPAREX and the Customer for the performance of such services. COMPAREX shall perform all services in accordance with industry standard and any applicable agreement between COMPAREX and the Customer.
8. Events that are unforeseeable, unavoidable, or outside the control of COMPAREX, such as force majeure, shall release COMPAREX from its contractual obligations for their duration (e.g. delivery fault and/or delay of Software Vendors). Agreed service deadlines shall be extended by the duration of the disturbance; the Customer will be informed of the onset of the disturbance in an appropriate manner. Should the end of the disturbance be unforeseeable or if it lasts for more than 30 days, each party shall have the right to terminate the Agreement. This shall apply accordingly if said circumstances occur for a subcontractor of COMPAREX.

9. If the parties have agreed to the performance of services by COMPAREX including the acceptance of any deliverables by Customer, Customer shall inform COMPAREX of acceptance or rejection of any such deliverables within 10 calendar days following delivery by COMPAREX. Failure to deliver notice of rejection within the allotted time, or begins to use any such deliverable, the deliverable will be deemed approved. Any notice of rejection must include sufficient detail to allow COMPAREX to remedy any deficiency and resubmit the deliverable for approval. For clarity, this provision does not apply to delivery of any off-the-shelf or re-sold software or other Products and applies only to specific additional services as may be contracted for or ordered by Customer to be performed by COMPAREX when such services include deliverables subject to acceptance.
10. If the parties have agreed to the performance of services by COMPAREX, either Party may suggest changes to service description and performance. To do so, the following procedure has been agreed:
 1. COMPAREX shall review a change proposal by the Customer and notify it whether or not a comprehensive review of such change proposal will be necessary.
 2. If a comprehensive review of the change proposal is necessary, COMPAREX shall notify the Customer within a reasonable period of time the expected period of time for delivery and compensation required for performing the comprehensive review. The Customer shall request or refuse the review within a reasonable period of time.
 3. If a comprehensive review of the change proposal is not necessary, or if the requested review has been completed, COMPAREX shall either
 1. submit a written offer to the Customer for performance of the changes (change offer). Such change offer shall include the changes to the service description and their effects on the performance period, the scheduled date, testing means, and compensation; or
 2. notify the Customer that the change proposal cannot be carried out by COMPAREX within the scope of the stipulated services.
 4. The Customer shall either refuse a change offer within the acceptance period specified therein (binding period) or shall accept it in writing or in another stipulated form. The Customer shall notify COMPAREX without delay in case of refusal.
 5. COMPAREX and the Customer may agree that any services affected by a change proposal shall be suspended until completion of the review or – if a change offer is submitted – until the expiry of the binding period.
 6. Subject to Section 10(e), above, until the change offer has been accepted, works shall be continued based on the previous contractual agreements. Performance periods shall be extended by the number of calendar days on which works have

- been suspended in connection with the change proposal or its review. COMPAREX may demand adequate compensation for the duration of such suspension, except to the extent that COMPAREX uses its employees affected by the suspension otherwise or fails to do so in bad faith.
7. Unless stipulated otherwise, upon request by COMPAREX, the change process shall be documented in writing or in text form on a form provided by COMPAREX. Any changes to the contractual agreement, in particular the service description, shall be stipulated in writing.
 8. Sections 10.b to 10.g shall apply accordingly to any change proposals by COMPAREX.

IV. INFORMATION RIGHTS

1. All user rights of the delivered Standard Software will be granted to the Customer only by the respective Software Vendor. The applicable Software Terms and Conditions will usually be provided to the Customer from the Software Vendor with the software. The Customer acknowledges that COMPAREX is not a holder of intellectual property regarding the Standard Software, and therefore has not granted and cannot grant the Customer any license to the Standard Software in its own name. The Customer is only entitled to the rights which are associated with the licenses and their transfer and which are granted by the Software Vendor.
2. Customer shall have a limited non-exclusive, non-transferable license to use all materials created by COMPAREX as a result of performing services under this Agreement. COMPAREX shall have all right, title and interest, including copyright and patent rights with respect to, and shall be free to use a) materials created by COMPAREX prior to performing services under this Agreement; b) concepts, techniques, know-how, practices, methodologies, refinements to methodologies, processes, and/or procedures used and developed by COMPAREX under this Agreement (collectively, the "Independent IP"). COMPAREX hereby grants to Customer the right and limited license to use (including the rights to copy, duplicate, modify, perform and all other relevant use rights) Independent IP solely in connection with the services (and not with any right to sublicense), including to the extent required after expiration of the Agreement. Subject to the obligations of confidentiality provided herein, COMPAREX shall continue to be free to perform similar services for its other customers using its general knowledge, skills and experience.
3. Customer may not alter or modify the Standard Software in any way or combine the Standard Software with any other product or material not authorized by COMPAREX and the applicable Software Vendor. All Standard Software delivered

to Customer may have additional restrictions on their distribution or use. Customer is solely responsible for ensuring its adherence to any and all such restrictions.

4. Customer grants COMPAREX, and its affiliates, permission to use, to permit access to, and to disclose Customer's confidential or identifying information among COMPAREX and its affiliates, and to their respective agents, contractors, auditors, attorneys and debt collection firms, who have an obligation to protect such information, for the purpose of satisfying its obligations and exercising its remedies arising under this Agreement or any other contract between Customer and COMPAREX.

V. CUSTOMER OBLIGATIONS

1. The Customer shall cooperate with COMPAREX. The Customer is obliged to provide COMPAREX with the necessary access, in particular to systems, interfaces, databases, individual as well as Standard Software, programs, and other data sources, free of charge, without limitation, and in a timely fashion, and, to the extent needed, the Customer shall grant COMPAREX the corresponding access licenses and also provide free access to ready-to-use rooms and work stations, including telephone, Internet access, and the necessary development environment with the required number of terminals and other auxiliary means within the scope of customary working periods and the operational access policy.
2. The Customer shall provide COMPAREX with all the information needed in a timely fashion so that COMPAREX is enabled to fulfil its contractual obligations. The Customer must inform COMPAREX without delay of all known events, circumstances, and changes that are capable of adversely affecting the rendering of the service or providing of standard-software.
3. COMPAREX shall not be obligated to verify the quality or accuracy of the Customer's participation performance nor the correctness or completeness of the information provided by the Customer. On request, the Customer shall provide COMPAREX with written confirmation as to the correctness and completeness of the information and/or documents he/she has submitted.
4. If any delays and/or additional expenses arise due to improper or tardy participation and/or provision by the Customer, COMPAREX – notwithstanding legal rights – shall be permitted to demand changes to any schedule and the agreed-upon remuneration. Should this be the case, the currently valid prices of COMPAREX shall be applicable for remunerating the additional expenses.

VI. PRICES, TAX, PAYMENT TERMS

1. The consideration for any Products is determined in the COMPAREX offer or order confirmation. Agreed prices are subject to change without notice in case of price increase by the Software Vendor. The remuneration for any services will be set forth in the individual agreement or proposal. If no agreement or proposal sets forth the applicable rates for any services, the price shall be determined (i) based on COMPAREX's standard price list in effect at the conclusion of the order or agreement or (ii) on the COMPAREX hourly or daily rates valid at the time of rendering the services.
2. The prices are in U.S. dollars and do not include VAT, any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction.
3. Sales tax is based on the ship-to address and will be charged in jurisdictions where the respective service is taxable and where COMPAREX is registered.
4. Federal excise, state or local taxes, if any, will be added to the net catalog or quoted prices and will be shown as a separate item upon invoices.
5. All applicable taxes will be paid by Customer, unless Customer provides COMPAREX with appropriate tax exemption certificates (State-Specific Exemption Certificate, Resale Certificates, or Direct Pay Permit) and if Customer requests that COMPAREX ships products to Customer's end-customer, Customer must provide COMPAREX with a valid resale certificate or other valid exemption certificate for its end-customer, and Customer hereby indemnifies COMPAREX for all taxes, costs, fees, expenses, penalties, and other charges if Customer cannot provide adequate evidence that it remitted the applicable sales tax to the destination state.
6. Customer is responsible to the state in which Customer is located for the direct payment of sales tax or use tax if applicable. COMPAREX reserves to validate the exemption certificate at its own discretion. In case of doubts, COMPAREX may ask for additional evidence and/or contact authorities for confirmation of the exemption. In these cases, Customer entitles COMPAREX to charge sales tax in a first instance. Customer is obliged to pay this sales tax. Upon validation or official confirmation of the exemption certificate, COMPAREX issues a credit note in the amount of the charged sales tax.
7. All COMPAREX invoices shall be immediately due and payable without a discount as of the invoice date, unless the offer by COMPAREX or the order confirmation or the invoice indicates a term of payment.
8. Any objections of the Customer with regard to invoices issued by COMPAREX are to be made in writing within 10 days of the invoice being received. After the aforementioned deadline, the respective invoice shall be regarded as accepted by the CUSTOMER.

9. The Customer shall only be entitled to withhold payments or offset payments with counterclaims to the extent that the CUSTOMER claims are undisputed or legally binding.

VII. RETURNS.

1. All sales of any Products are final. COMPAREX is under no obligation to allow any return or make any exception to this policy. Notwithstanding the foregoing, some Products may be returnable under the relevant Software Vendor's license agreement. Should COMPAREX, in its sole discretion, offer or elect to facilitate any such return, Customer must obtain a valid return authorization number ("RMA") from COMPAREX for any such returns prior to returning Product. COMPAREX has no obligation to issue RMAs. Customer is responsible for ensuring that the RMA is clearly visible on the address label of the Product packaging and for complying with all other COMPAREX requirements provided to Customer, when the RMA is issued. COMPAREX may refuse delivery of any package without a valid, clearly visible RMA. Credit, if any, will be provided for Product returned in accordance with COMPAREX's return policies at the time the RMA was issued and any applicable agreement with the Software Vendor, provided Customer is not in breach of any agreement with COMPAREX or the Software Vendor.
2. Any returns permitted under Section VII.(1) may be subject to return to the shipping location and, if refused, COMPAREX may consider the Products abandoned and dispose of them, without crediting Customer's account.

VIII. WARRANTY

1. Product warranties, if any, are provided by the relevant Software Vendor or any other relevant manufacturer. COMPAREX EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO ANY PRODUCT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER. ALL PRODUCTS AND INFORMATION ARE PROVIDED TO CUSTOMER "AS IS." To the extent authorized, COMPAREX will pass through to Customer any transferable Product warranties, indemnities, and remedies provided to COMPAREX by the Software Vendor, if any, including any warranties and indemnities for intellectual property infringement. Customer's sole remedy is limited to COMPAREX reasonably (in its sole discretion) assisting Customer in its efforts to obtain that the Software Vendor and either: replace the Product; repair the Product; or refund Customer's purchase price for the Product. COMPAREX warrants value-added work performed by COMPAREX on Standard Software for 30 days from invoice date.

2. COMPAREX IS NOT RESPONSIBLE FOR AND HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER, ITS AFFILIATES OR ANY OTHER PARTY, FROM OR AGAINST ANY CLAIMS FOR BREACH OF SECURITY, LOSS OF DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THE MANUFACTURE, SALE OR USE OF THE PRODUCTS BY CUSTOMER OR ITS VENDORS. Customer warrants that it has all necessary legal rights to all intellectual property provided by Customer to COMPAREX. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPAREX AND ITS VENDORS FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, COST OR EXPENSE ARISING FROM: (A) CUSTOMER'S USE, MARKETING, DISTRIBUTION OR SALE OF PRODUCTS IN A MANNER OTHER THAN SPECIFIED IN PRODUCT/SERVICE DESCRIPTIONS OR SPECIFICATIONS; (B) COMPAREX'S OR ITS VENDOR'S COMPLIANCE WITH DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS PROVIDED BY CUSTOMER; OR (C) CUSTOMER'S BREACH OF THESE SALES TERMS.

IX. LIABILITY

1. COMPAREX will have no liability for failure to allocate or reserve any Product for Customer or for failure to deliver Products within a specified time period. CUSTOMER AGREES THAT COMPAREX'S LIABILITY FOR DAMAGES ARISING UNDER THE TERMS OF THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES AND WILL NOT EXCEED THE LOWER OF 100,000.00 USD OR THE NET AMOUNT PAID TO COMPAREX BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM WITHIN THE IMMEDIATELY PRECEDING 12 MONTH PERIOD. EXCEPT FOR INDEMNITY OBLIGATIONS AND BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA OR SECURITY BREACH OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT, OR ANY PRODUCTS OR INFORMATION, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES. THE PARTIES EXPRESSLY WAIVE ALL CLAIMS FOR THOSE DAMAGES
2. Customer shall be responsible for backing up the data regularly. Liability for the loss of data by COMPAREX in case of provision of storage, cloud services shall therefore be limited to the work involved for reproducing it when the data is regularly backed up in line with the risk involved.

X. INDEMNIFICATION

1. COMPAREX shall indemnify the Customer at its own expense of all third-party claims which have as their object an injury to the rights of third parties and which are based upon the gross negligence or willful misconduct of COMPAREX. This obligation to exemption shall apply subject to the conditions that the Customer (i) informs COMPAREX immediately of any such claims by third parties, (ii) transfers the complete control over the defense of such claims to COMPAREX, (iii) makes available to COMPAREX all of the information necessary for defense against such claims, and (iv) makes its best efforts to support COMPAREX in the defense of such claims. If the Customer discontinues the use for reasons of damage reduction or for cause, the Customer is obliged to inform the third party that recognition of the alleged violation of property rights is not connected with the discontinuation of use.
2. If the Customer is itself responsible for the violation of the rights of third parties, claims against COMPAREX are excluded.
3. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD COMPAREX, ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE DIRECTORS, OFFICER, EMPLOYEES AND AGENTS HARMLESS FROM ANY LOSS, CLAIM, COST, EXPENSE OR DAMAGE (INCLUDING PAYMENT OF REASONABLE ATTORNEY'S FEES) SUFFERED OR INCURRED BY ANY OF THEM AND/OR FOR WHICH ANY OF THEM MAY BE LIABLE TO ANY THIRD PARTY DUE TO, ARISING FROM OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY: (i) ANY VIOLATION OF LAW, NEGLIGENCE, OMISSION OR INTENTIONAL MISCONDUCT ON THE PART OF THE CUSTOMER, ITS SERVANTS, AGENTS, OR EMPLOYEES, (ii) CUSTOMER'S USE OF THE PRODUCTS, (iii) THE BREACH OF ANY PROVISION OF THIS AGREEMENT OR THE SOFTWARE TERMS AND CONDITIONS, and (iv) ANY INFRINGEMENTS OR ALLEGED INFRINGEMENT OF PATENTS, TRADEMARKS, COPYRIGHT, DESIGN RIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OCCASIONED BY ANY MODIFICATIONS TO THE PRODUCT CONDUCTED BY CUSTOMER.

XI. SURVIVAL

1. No termination of this Agreement will affect any rights or obligations of either party which, by their sense and context are intended to survive completion of performance or termination of this Agreement, including, without limitation, Confidentiality, Warranties / Indemnities, and Limitation of Liability, all of which will survive.

XII. CONFIDENTIALITY

1. The contractual parties are not authorized to disclose any confidential information to third parties that they received from the respective other contractual party without that contractual party's consent. All information shall be deemed "Confidential", unless it is

- specifically identified by the disclosing contractual party as "Non-Confidential". This applies in particular to all information about technical developments, personal, economic, organizational or fiscal circumstances and other industrial or business secrets of the disclosing contractual party, its employees and partners as well as any individual compensation, reimbursement, discount or other procurement terms of the disclosing contractual party.
2. The confidentiality requirement does not exist for Confidential Information disclosed to COMPAREX affiliates and/or for Confidential Information, if the recipient can show that: (a) the Party was already aware of prior to the conclusion of the present Agreement, (b) is or will be public knowledge without a violation of this Agreement, (c) the Party legally obtained from a third party or (d) was developed by one of the contractual parties without the utilization of Confidential Information or the participation of individuals who had access to Confidential Information.
 3. All Confidential Information remains the property of the respective disclosing contractual party. No contractual party shall gain any rights to the Confidential Information of the respective other contractual party. At the end of this Agreement, the contractual parties shall refrain from using the Confidential Information and shall return or destroy all Confidential Information, informing the respective contractual party upon request that this has been done.

XIII. MISCELLANEOUS

1. Customer shall not assign or otherwise transfer this Agreement or any advantages, rights or obligations resulting from this Agreement without the prior written consent of COMPAREX. COMPAREX may assign this Agreement to any of its affiliates or in connection with a bona fide merger, sale or restructuring of its company or assets or a financing transaction.
2. Subsidiary agreements, assurances, and other agreements must be in written form to be effective. All changes and amendments, particularly verbally arranged changes and decisions, must be in written form to be effective. Written confirmation of changes or amendments may only be carried out by authorized representatives of the contractual parties.
3. This Agreement is to be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, without regard for conflict of laws. Each party hereby irrevocably submits to the exclusive jurisdiction of any federal or state court located within Wake County, North Carolina.
4. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to

reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by law.