SNP System Scan Software License Agreement

Please read this carefully before using the SNP software. This SNP System Scan Software License Agreement (this "Agreement") is a binding contract between SNP Schneider-Neureither & Partner SE having its principal place of business at Dossenheimer Landstraße 100, 69121 Heidelberg (hereinafter "SNP") and the party intending to use the SNP System Scan Software who has agreed to the terms of this Agreement as defined below (hereinafter "User").

SNP provides the SNP software SNP System Scan (hereinafter "Software") solely on the terms and conditions set forth in this Agreement. By clicking the download link provided by SNP, installing or otherwise using the SNP Software you agree to be bound by the terms of this Agreement. If you are entering in this Agreement on behalf of a legal entity, you represent, that you have the authority to bind that legal entity to the terms to this Agreement. If you do not agree to the terms of this Agreement, do not download, install or otherwise use the Software.

The Software allows User to analyze the computer-stored data of the specified live ERP system and to create a report (hereinafter the "Report") that contains structural data about the usage of the ERP system, such as the number of legal entities and other organizational elements and modules and feature usage. The Report also contains lists of customizations, high-level counts, and sizes of data tables and their usage. User may then submit the Report to SNP.

This Agreement defines the terms of use for the Software and the Report.

Usage Rights

Subject to the terms of this Agreement, SNP grants to User the non-exclusive, non-transferable, temporally limited right to use the Software for 90 days. This right to use is limited to User and limited to creating the Report to be sent to SNP.

SNP retains all other rights of use and exploitation of the Software.

User is not entitled to create copies of the Software unless these copies are used for the purpose of data backup. Furthermore, User is not permitted to copy the components of the Software, the images supplied with it, the manual, accompanying texts, or the documentation related to the Software through photocopying or microfilming, electronic backup, or other methods. User is not permitted to sell the Software and/or the related documentation, to grant sublicenses of it to third parties, or to provide it to third parties via other means. User is not entitled to share access codes and/or passwords for the Software or for database access associated with the Software to third parties. User is not authorized to change, modify, adjust, or decompile the Software and/or the related documentation in whole or in part, insofar as it exceeds the limits of section 69d paragraph 3 and section 69e of the German Copyright Act (Urhebergesetz – UrhG) or any other similar national legislation, if applicable.

Confidentiality

1. Within the scope of this Agreement, the parties may have access to Confidential Information of the other party.

   For the avoidance of doubt: The Software is not designed to collect personal data. The Software is designed to collect structural data from the respective ERP system. SNP will therefore not have access or may become aware of personal data due to the use of the Software. Aim of this confidentiality section is to protect parties´ business secrets as well as the know-how in respect of the software.

2. Confidential Information is defined as all information, data, documents and the like of the parties and their affiliated companies, regardless whether explicitly identified as such. Confidential Information includes without limitation: ideas, concepts, negotiation plans, market- and finance data of customers and potential customers, prices, price dealings, terms of trade, payment conditions, printed forms, goals, projects, inventions, discoveries, processes, designs, descriptions, sketches, prototypes, examples, news, developments, applications, techniques, brands, trade names, trade secrets independent from being patented, registered or otherwise protected or not.

   The party to disclose Confidential Information shall be referred to as the "Disclosing Party", the party to receive Confidential Information shall be referred to as the "Receiving Party".

3. The Receiving Party undertakes to keep strictly confidential and secret all Confidential Information and, without the prior written consent of the Disclosing Party, not to:

    a) disclose to any third party Confidential Information that it has received or to which it has had access. If the Disclosing Party authorizes such disclosure to a third party, the Receiving Party undertakes to make this disclosure only in accordance with the conditions stipulated by the Disclosing Party, and shall be liable for any disclosure of the Confidential Information in breach of such authorization; and

    b) make any use whatsoever at any time of the Confidential Information except in accordance with this Agreement.

4. The Receiving Party shall take appropriate measures, however apply no less than reasonable care, to protect the Confidential Information from any disclosure or unauthorized access at all times. Access to Confidential Information shall be limited to the Receiving Parties' and its affiliates' employees, officers, accountants, or contractors on a "need to know"-basis that are bound by at least materially similar confidentiality obligations.

5. Information is not subject to protection by the provisions of this Agreement, if the Receiving Party can demonstrate that such Confidential Information:

    a) is or comes legally into the public domain through no breach of this Agreement by the Receiving Party; or

    b) is explicitly characterized as non-Confidential Information by the Disclosing Party; or

    c) was rightfully in its possession or known by the Receiving Party without restriction before its disclosure by the Disclosing Party; or

    d) has been developed by the Receiving Party independently from its access to Confidential Information; or

    e) was rightfully disclosed to the Receiving Party by a third party without restriction.

Aggregation of Anonymized Data

User allows SNP (i) to collect, use and submit the Report, including but not limited to system data, configuration data, workflows and parametrization of the system and (ii) to anonymize, aggregate, and transfer and/or transform such generated KPI data into a database solely owned by SNP and used for commercial purposes. KPI data enable SNP to compare User's

KPIs with those of other installations. The Report will be decoded and/or anonymized in order to ensure User's anonymity and its business secrets if these are unintentionally included in the Report. User therefore assigns to SNP all necessary worldwide rights to use, process, duplicate and modify such Report and to use the KPI-data without any limitation. SNP will have exclusively all intellectual property rights and/or other economic exploitation rights with regard to KPI-data, and only SNP shall be entitled to use and exploit KPI data for all purposes. SNP's rights are irrevocable, transferrable, sub-licensable and unlimited in time, territory or content. For clarity, User retains all right, title and interest in and to its unprocessed data.

Warranty

Due to the fact that SNP provides the Software at no charge to user, the Software is provided "*as is*" without any further warranty, except SNP has or is aware about any software defect.

Liability

1. For contractual and non-contractual liability of SNP or any compensation for wasted expenditure the following shall apply

   a)   in full only in case of intent, gross negligence as well as in the absence of any quality for which any of the Parties has assumed any guarantee;

   b)   in case of any damage caused by slight negligence on the part of SNP, the liability in case of material damage and personal injuries as well as financial loss shall be limited in its amount to € 5,000.

2. Furthermore, the liability of SNP in the case of slight negligence for any indirect damages shall be excluded. In this case SNP shall therefore not be liable whether based in contract, tort, warranty, strict liability or any other legal or equitable grounds, for any loss of the income, profit or savings, for any consequential damages, indirect, even if the User has been advised of the possibility of such damages.

3. In case of any damage arising from damage to life, limb or health, the liability, also in case of any slightly negligent violation of duties on the part of SNP or any legal representative or auxiliary agent, shall apply to an unlimited extent. The liability in accordance with the German Product Liability Act shall likewise remain unaffected.

4. SNP shall not assume any liability for any services provided by the User or ordered from third parties in the name of the User.

5. Any claims for compensation for damages on the part of the User shall become time-barred within a period of one year after the claim came into existence; any claims in accordance with the aforementioned sub-section 3. above shall remain unaffected thereby.

6. If and to the extent that the liability of SNP is excluded, this shall also apply to the personal liability of the employees, workers, collaborators, representatives and vicarious agents of SNP.

7. Liability for loss of data shall be limited to typical data recovery damage which would have incurred if regular and appropriate security copies and back-ups had been made. Therefore, User shall be obligated to regularly secure data in appropriate intervals, however at least once per day.

End of Usage-Right

Upon the end of the usage right User's right to use the Software shall end, and User shall uninstall and delete the Software.

Severability

Should individual provisions be or become partly or wholly invalid, the validity of the Agreement in its entirety and the effectiveness of the remaining provisions shall remain unaffected. In such case, the Parties agree to negotiate a provision in good faith taking into account the mutual interest of the Parties.

Governing Law/Place of Jurisdiction

The law of the Federal Republic of Germany shall apply; the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded), Conflict-of-law rules shall also not apply. The exclusive place of jurisdiction relating to any disputes resulting from this Agreement shall be Heidelberg (Germany), unless another place of jurisdiction is stipulated by law.