

Appendix: General Software License Agreement / Subscription for INTRAFIND Products

The subject matter of this Agreement is the time-limited provision (subscription) of the Software in its then-current version to the CUSTOMER. This includes all software maintenance services and the provision of updates and new versions during the term of the Agreement. Implementation and installation services are not covered by this Agreement and must be ordered and paid for separately by the CUSTOMER.

1. Grant of License, Rights of Use, Licensed Use as Subscription / Annual Usage Fee

The CUSTOMER shall be granted, for the period commencing upon delivery of the license key and limited to the term of the subscription order, a non-exclusive, non-transferable, non-sublicensable right to use the executable version (but not the source code) of the licensed software products specified in the section "Licenses" of the attached Offer for its own purposes.

The CUSTOMER accepts this right upon delivery.

Use is limited to the purpose of use defined in this Offer, to the number of application-specific licenses offered, and to the licensed volume of documents to be indexed. Any use exceeding this scope requires additional licensing, which the CUSTOMER shall notify to INTRAFIND, without being requested to do so, within 4 weeks.

Installation of the licensed Software requires a serialization process, i.e. a serialization code is generated by INTRAFIND. The CUSTOMER agrees not to disclose this serialization code to any third party and not to make it publicly available. The serialization codes are consolidated and administered in the license document. The test and migration servers are likewise defined and administered therein. The documents shall be updated in the event of any changes and signed by both Contracting Parties.

2. Reproduction

The CUSTOMER may copy the machine-readable programs solely for backup, replacement and archiving purposes (maximum twice), but not for multiple use.

3. Decompilation and Copyright Notices

Any retranslation of the licensed Software into other code forms (decompilation), as well as any other methods of reverse engineering the various stages of development of the licensed Software (reverse engineering), is prohibited. Copyright notices, serial numbers and other features serving to identify the program must under no circumstances be removed or altered.

4. Software Maintenance and Support Services

During the term of the Agreement, the CUSTOMER shall receive maintenance and support services from INTRAFIND for the licensed Software. The exact scope of services and the service and response times, etc. are governed by the applicable software maintenance agreements.

5. Termination of the contract

Upon termination of the usage Agreement, the granted licenses shall become invalid. Any further use of the licensed Software after termination of the Agreement constitutes an infringement of INTRAFIND's rights. All license products provided to the CUSTOMER, including all backup copies, updates, upgrades, documentation and any other materials relating to the licensed Software, shall be destroyed or permanently deleted. This also applies to the created search index. The search index must likewise be deleted upon termination of use and may no longer be used. Upon request, the CUSTOMER shall provide a sworn affidavit confirming compliance with the foregoing.

6. Extraordinary Termination

The Licensor may terminate the contractual relationship without notice in the event of a material breach of duty by the CUSTOMER. Possible reasons include, but are not limited to:

- ▶ Non-compliance with the rights of use, in particular the transfer of the Software to third parties, whether or not such breach is attributable to fault on the part of the CUSTOMER;
- ▶ Exceeding the payment due date for the subscription by more than one month

In the event of extraordinary termination, the CUSTOMER shall be obliged to immediately remove the Software, including all documentation, from all computers.

7. Obligations of the CUSTOMER

Any economic or commercial exploitation of the delivered products by the CUSTOMER is prohibited. The products are intended for a designated computer system and may not be passed on to internal or external third parties - including free of charge.

8. Third-party rights

INTRAFIND represents and warrants that the developed and provided products are not encumbered with any rights of third parties. INTRAFIND shall indemnify and hold the CUSTOMER harmless from and against any and all claims arising from the infringement of such third-party rights in relation to the supplied services. In the event of such infringements, INTRAFIND shall, at its own discretion, either obtain from the third party a license permitting use of the rights by the CUSTOMER, or promptly develop and provide to the CUSTOMER, free of charge, a workaround solution which does not infringe such rights.

9. Reservations of Rights of Use

All intangible rights of use for products and services provided by INTRAFIND to the CUSTOMER in performance of the Agreement shall remain the property of INTRAFIND until the final and full payment of the remuneration owed by the CUSTOMER under the Agreement. The CUSTOMER shall not be entitled, without the prior written consent of INTRAFIND, to encumber any items owned by INTRAFIND with rights of third parties or to resell them to third parties. Where software is provided to the CUSTOMER and licensed for use in the course of the performance of the Agreement, the grant of the contractually agreed rights of use shall be subject to the condition precedent of full payment of the remuneration owed. In the event of any use in breach of the Agreement, INTRAFIND shall in particular be entitled to injunctive relief and claims for damages under copyright law. If the CUSTOMER is in default with payment of the contractually owed remuneration for more than four weeks, INTRAFIND shall be entitled to technically disable or legally prohibit the use of the provided Software. The exercise of these rights does not constitute a rescission of the Agreement unless expressly declared as such by INTRAFIND.

10. Warranty

The warranty period shall be 12 months and shall commence on the date on which the Software components are made available by INTRAFIND. The warranty shall lapse if the services delivered are modified or operated under different conditions than those contractually agreed.

11. Liability

The AUFTRAGNEHMER shall be liable for intent and gross negligence, for the existence of warranted characteristics, as well as for negligence with respect to material contractual obligations, including with regard to its vicarious agents.

12. Disclaimer of Liability for Webcrawling results

The products of INTRAFIND retrieve information from the internet, inter alia by means of web crawlers, in accordance with the specifications of the CUSTOMER, analyze such information and transfer the contents into the index. INTRAFIND is not responsible for the quality or freedom from malware of the crawled and indexed websites and the index generated therefrom, nor for any damage that may occur as a result of malware. Measures to secure the IT systems, including but not limited to protection against malware, are the sole responsibility of the CUSTOMER.

13. License Audit

The CUSTOMER agrees to a license audit by INTRAFIND. The audit shall be carried out during the CUSTOMER normal business hours. The notice period shall be 4 calendar weeks. The license audit shall be conducted by employees of INTRAFIND. INTRAFIND shall be entitled to carry out one license audit per calendar year.

For the purpose of the license audit, employees of the CUSTOMER shall guide the designated employees of INTRAFIND through the relevant systems. Different employees of the CUSTOMER may be involved for different systems, as no single employee of the CUSTOMER may have access to all systems subject to the audit. The license audit shall be carried out exclusively remotely.

The license audit shall include full access to the configuration and its history (e.g. in the form of log files) in the iFinder and/or iAssistant cluster that is the subject of the Agreement, the manner in which the contractual components are used, as well as the determination of the index size (number of indexed index objects) and of the users of the iAssistant. The contents of the indexed documents and index objects shall not be reviewed.

Each Party shall bear its own costs of the audit. The Parties agree to maintain confidentiality with respect to the results of the audit.

If, in the course of the license audit, any subsequent under-licensing or misuse of the contractual products is identified, the CUSTOMER shall be obliged to pay the difference amount resulting from such breach of contract. The Parties agree that, within no later than three months after completion of the license audit and any licensing findings made therein, they shall have agreed on binding measures to avoid licensing issues in the future. If no amicable agreement can be reached in this respect, or if the CUSTOMER refuses to pay the outstanding difference amount, INTRAFIND shall be entitled to a special right of termination with one month's notice. Such special termination shall not oblige INTRAFIND to refund any usage fees already paid.

14. Naming of the CUSTOMER and the project

The CUSTOMER agrees to being named as a customer of INTRAFIND after the commissioning has been effected. Furthermore, the CUSTOMER permits INTRAFIND to name the CUSTOMER as a reference customer after successful completion of the project. INTRAFIND shall also be entitled to use the CUSTOMER's logo on INTRAFIND's website and in marketing materials. The CUSTOMER also agrees to cooperate in the preparation of a case study and, following prior consultation, to act as a reference contact on a case-by-case basis. All marketing documents relating to the CUSTOMER or the project shall be submitted to the CUSTOMER for approval.

15. Severability Clause

This Agreement shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction shall be the registered office of INTRAFIND.

Should any provision of this Agreement be or become invalid, the remaining provisions shall remain in full force and effect. The Parties shall replace the invalid provision with a valid provision that comes as close as possible to the invalid provision in economic terms.