End User License Agreement

This Customer Agreement is a legal agreement between you (either an individual or a single legal entity) whose details are provided to Licensor upon Purchase (defined below) ("Licensee") and Scolution GmbH & Co. KG, Gaildorfer Straße 12, 74523 Schwäbisch Hall, Germany ("Licensor") to use the Software. This Customer Agreement applies from the date when the Licensee receives the Software from a Reseller or Licensor ("Purchase"). The Licensee agrees to be bound by the terms of this Customer Agreement by installing, copying, downloading or otherwise using the Software. If the Licensee does not agree to the terms of this Customer Agreement, the Licensee may not install, copy, download or otherwise use the Software. For the Trial Period free of charge the provisions in Appendix A shall apply.

The Licensor shall be entitled to send emails to the Licensee with marketing materials regarding products and services of the Licensor similar or connected to the Software, unless the Licensee objects to such emails of the Licensor via email to info@scolution.de. The Licensee can object to such emails of the Licensor at any time.

1. DEFINITIONS

ATLASSIAN SOFTWARE:

A software created by Atlassian Pty Ltd., for example: Bitbucket, Confluence, JIRA.

AUTHORIZED USER:

A named person (Named User License Model) who accesses and uses the Software under this Customer Agreement. The number of Authorized User may not exceed the number of users purchased via the Atlassian Marketplace.

CONFIDENTIAL INFORMATION:

All items (e.g. software, documents, information) that are protected by proprietary rights, contain trade or business secrets or are designated as being confidential.

DOCUMENTATION:

The complete factual and technical description of the Software.

MAINTENANCE TERM:

The first twelve (12) months after the conclusion of this Customer Agreement.

LICENSE FEE:

The remuneration for the use of the Software pursuant to sec. 7.1.

RESELLER:

Atlassian Pty Ltd, an Australian corporation (ABN 53 102 443 916), selling the Software via its online marketplace ("Atlassian Marketplace") for on-demand applications and downloadable software applications.

SOFTWARE:

The Licensor's standard software products. Its main technical features are described at https://marketplace.atlassian.com/vendors/1215691/scolution-gmbh-co-kg. The Software is an add-on to an Atlassian Software (for details, see the technical description)

2. OBLIGATIONS OF THE LICENSOR

2.1 The Licensor will provide the Licensee with the Software. The Licensor shall provide the Software in an executable form (object code). The Licensor will deliver the Software by making it available for download on the Atlassian Marketplace. The Licensee is not entitled to be provided with the source code.

2.2 The installation of the Software shall be conducted by the Licensee. The Licensor shall reasonably advise and support the Licensee in preparing the installation. It is the Licensee's duty to observe the Licensor's instructions and/or to clarify the installation conditions with the Licensor in due time and comprehensively, in order to be able to carry out the installation smoothly and speedily.

2.3 Along with the delivery and/or installation of the Software, the Licensor shall submit the Documentation in electronic form by making the Documentation available for download. Any other documentation shall only be due if expressly agreed upon. The Licensee may use the Documentation solely for internal purposes and may reproduce the Documentation solely within the context of its own use in accordance with this Customer Agreement. The Licensee may not translate, modify, expand or create derivative works on the basis of the Documentation.

2.4 The provisions of this Customer Agreement for the Software apply to the Documentation accordingly.

3. MAINTENANCE AND SUPPORT

3.1 During the Maintenance Term, the Licensor shall - unless such performance cannot be reasonably expected - provide maintenance and support services for the Software on the Licensee's request pursuant to the terms of the SLA.

3.2 Any maintenance and support services after the Maintenance Term are subject to the conclusion of a separate maintenance and support agreement and the payment of respective fees.

4. RIGHTS OF USE

4.1 The Software is legally protected. The Licensor is the sole owner of any copyrights, patent rights, trademark rights and any other ancillary copyrights in and to the Software.

4.2 The Licensor shall grant to the Licensee a perpetual, worldwide, nonexclusive, right of use of the Software – solely on hardware systems owned, leased or controlled by the Licensee – for the term of and pursuant to this Customer Agreement.

4.3 The right to use is limited to the Authorized Users.

4.4 The Licensee may purchase additional users at any time on payment of the appropriate fee to the Reseller or the Licensor. The Licensee is aware that the number of Authorized Users must be equal or higher to the number of Authorized Users of the respective Atlassian Software; otherwise the Software will no longer function. For example: The Licensee originally has purchased 50 Authorized Users for the Software and 50 Authorized Users for the respective Atlassian Software. If the Licensee intends to upgrade to 100 Authorized Users for the respective Atlassian Software, it must upgrade to 100 Authorized Users for the Software as well.

4.5 The Licensee is authorized to create the back-up copies required for a safe operation of the Software. The back-up copies shall be stored in a secure place. Copyright notices and marks shall not be deleted, modified, and/or eliminated. Copies that are no longer needed shall be deleted or destroyed.

4.6 The Licensee shall only be entitled to decompile the interface information of the Software within the statutory limits under German Copyright Law and only if it has notified the Licensor of its plan in writing and has unsuccessfully asked for the provision of the necessary interface information granting at least a two week grace period. All knowledge and information that the Licensee obtains on the Software in connection with the decompiling process is subject to the confidentiality obligations pursuant to sec. 13. Prior to involving a third party, the Licensee shall provide the Licensor with a written

statement from such third party in which the same agrees directly vis-à-vis the Licensor to comply with the rules set forth in this sec. 4 and sec. 13.

4.7 All other forms of exploitation, in particular, the renting, lending and distribution in physical or immaterial form, use of the Software by and on behalf of third parties (e.g., by outsourcing, hosting, software as a service) are not permitted without the prior written consent of the Licensor.

4.8 The Software can include Open Source software components to the extent that this does not interfere with the contractual use of the Software. Open Source software that the Licensor provides to the Licensee is primarily subject to the corresponding Open Source license terms and conditions that are indicated in the system requirements of the Software.

5. TRANSFER OF THE SOFTWARE

5.1 Any transfer of the Software or any parts thereof to a third party is subject to the following rules:

5.1.1 The Licensee only has the right to transfer the Software to third parties subject to the same usage restrictions set forth in this Customer Agreement.

5.1.2 The Licensee shall delete any other copies of the Software (irrespective of the version), in particular, from data media, hard disks, and the memory promptly upon the transfer of the Software. It finally discontinues the use of the Software and will confirm this to the Licensor promptly and in writing.

5.1.3 Any transfer to a third party is permanent, i.e., there is no claim to return or option to re-purchase the Software from the third party.

5.1.4 The Licensee is obligated to inform the Licensor of the name of the third party to which the Software was transferred.

5.2 In the event of a breach of sec. 5.1 on the part of the Licensee, the Licensee will be liable for a contractual penalty in the amount of half of the amount that the third party would have had to pay to the Licensor for the Software based on the Licensor's then-current price list, at a minimum, the amount of half the compensation agreed for the provision of the Software, unless the Licensee is not responsible for the breach of sec. 5.1.

6. COMMENCEMENT AND REVOCATION OF RIGHTS OF USE

6.1 The rights granted to the Licensee pursuant to sec. 4 shall not pass to the Licensee until full payment has been received.

6.2 The Licensor is entitled to terminate the rights pursuant to sec. 4 for cause if the Licensor cannot reasonably be expected to adhere to this Customer Agreement, in particular, if the Licensee is in default with its payment of the License fee or if the Licensee significantly violates the provisions of this Customer Agreement.

6.3 Termination pursuant to sec. 6.2 shall always be threatened with specification of the grounds and the grant of a reasonable period for rectification (normally at least two (2) weeks), and may only be declared within two (2) months after the set period ends. No period for rectification has to be granted if the Licensor cannot be reasonably expected to do so.

6.4 In the event that the rights pursuant to sec. 4 do not arise or if they expire, the Licensor may request the return of the Software from the Licensee or the written confirmation that it was fully deleted from the Licensee's IT systems, in addition the deletion or destruction of all Software copies (e.g., printouts of the documentation) and the written confirmation that these obligations were complied with.

7. PAYMENT AND PAYMENT TERMS

7.1 The Licensee shall make a onetime upfront payment ("lump sum") to the Reseller in accordance with the Atlassian Marketplace's terms of use (available at https://www.atlassian.com/licensing/marketplace/termsofuse) as detailed on the Licensor's webpage on the Atlassian Marketplace for all.

7.2 The Licensor may require additional reasonable compensation for additional expenditure caused by the Licensee's conduct in breach of contractual obligations or by the Licensee's failure to cooperate at all, in good time or as agreed, by the Licensee's use of the Software contrary to the intended purposes or the terms this Customer Agreement, or by the subsequent amendment or expansion of performance demands by the Customer. This shall not apply where the Licensee is not responsible for the additional expenditure.

7.3 The Licensee may only make a set-off against claims that are not disputed by the Licensor or have been established with final force. Except in the area of sec. 354a of the German Commercial Code (HGB), the Licensee may assign claims under this Customer Agreement to third parties solely with the prior written consent of the Licensor. The Licensee has a right of retention or the defence of non-performance of the agreement solely within the context of this Customer Agreement.

8. THIRD PARTY RIGHTS

8.1 The Licensor warrants (gewährleistet) that the use of the Software by the Licensee pursuant to this Customer Agreement does not conflict with third-party rights. Where third-party rights are concerned, the Licensor shall provide the Licensee with a legally unobjectionable possibility to use the Software or an equivalent.

8.2 The Licensee shall notify the Licensor in writing without undue delay if third parties claim rights (e.g. copyrights or patent rights) to the Software. The Licensee shall authorize the Licensor to conduct the dispute with such third party alone. The Licensee shall support the Licensor in the dispute. The Licensee shall, in particular, make the necessary information available in writing as well as the relevant documents, and shall answer questions of the Licensor. The Licensee is not entitled to admit the claims made by the third party without the prior written consent of the Licensor.

8.3 The Licensor shall not be liable for a breach of third-party rights that arises owing to use of the Software by the Licensee that is contrary to the terms of this Customer Agreement, use outside the intended area of use or use in combination with components (e.g. hardware and software) not expressly recommended by the Licensor.

9. WARRANTY (GEWÄHRLEISTUNG)

9.1 In the event of defects, the Licensor initially has a right to supplementary performance. At the discretion of the Licensor, supplementary performance may be conducted either by rectifying the defect, by delivery of software that is free from this defect or by informing the Licensee of a way to avoid the effects of the defect.

9.2 The Licensee shall have to accept at least two (2) attempts of supplementary performance for a defect.

9.3 A new version of the Software of equal value or the previous version of the Software of equal value and without defects shall have to be accepted by the Licensee if it can be reasonably expected to do so.

9.4 The warranty period of the Licensor is twelve (12) months.

10. THE LICENSEE'S CO-OPERATION OBLIGATIONS

10.1 The Licensee shall send error reports to the Licensor in accordance with the provisions of the SLA.

10.2 The Licensee shall assist the Licensor comprehensively and at its own expense with the error analysis and rectification.

10.3 The Licensor is obligated to accept, install and launch all new software versions, updates, patches, etc. provided by the Licensor for error rectification.

10.4 The Licensee shall install without delay, at the latest within forty-five (45) calendar days update packages provided by the Licensor to fix security issues or bugs to avoid or mitigate claims addressed by sec. 9 and 11.

10.5 The Licensee shall reimburse the Licensor for the additional expenses that the Licensor incurs due to a lack of cooperation on the part of the Licensee, unless the Licensee is not responsible for the lack of cooperation.

10.6 In the event that Licensee makes modifications or add-ons, it acts at its own risk and sole responsibility. The Licensor does not assume any warranty obligations for defects in the components of the Software that are affected by modifications or add-ons, unless the Licensee is able to prove that the defect is not due to the modification or add-on or if the Licensor has approved the modification or add-on in writing. The same applies if modifications, add-ons or other unauthorized interferences of Licensee in the Software outside the existing standard functionality of the Software change or expand the contents or structure of the databases of the Software.

10.7 In the event that the error analysis should prove that a situation reported by the Licensee is not attributable to a Software defect for which the Licensor is responsible, the Licensor shall be entitled to charge the Licensee with the expenses incurred in the error analysis, unless the Licensee was unable to determine that no defect existed for which the Licensor is responsible.

11. LIABILITY

11.1 The Licensor shall pay damages and compensation for futile expenses, no matter on what legal ground, solely as follows:

11.1.1 Liability shall be unlimited in case of intent.

11.1.2 In case of gross negligence, the Licensor shall be liable in the amount of the typical damage foreseeable at the time of conclusion of this Customer Agreement.

11.1.3 In case of a negligent breach of a material obligation the fulfilment of which enables proper performance of this Customer Agreement in the first place, on fulfilment of which the Licensee generally relies and is entitled to rely and a breach of which jeopardizes achievement of the purpose of the contract (material obligation), the Licensor shall be

liable in the amount of the typical damage foreseeable at the time this Customer Agreement was concluded; however, not exceeding EUR 1 Mio.

11.1.4 In all other cases of negligent breaches of obligations by the Licensor, no liability shall arise.

11.1.5 In case of injury to life, limb or health and where claims under the German Product Liability Act are concerned, the statutory provisions shall apply.

11.3 The Licensor shall be at liberty to raise the defence of contributory negligence.

12. STATUTE OF LIMITATION

12.1 Claims shall be time-barred as follows:

12.1.1 Claims based on defects in quality within one (1) year;

12.1.2 Claims based on an infringement of third-party rights within two (2) years;

12.1.3 Claims for damages or compensation for futile expenditure that are not based on defects in quality or an infringement of third-party rights within two (2) years.

12.2 Sec. 12.1 shall not apply to claims for damages or compensation for expenditure that are based on intent, gross negligence or in the cases mentioned in sec. 11.1.5.

13. CONFIDENTIALITY

13.1 The parties agree to treat in confidence, also beyond the end of this Customer Agreement, all Confidential Information, of which they obtain knowledge or which are provided to them prior to or during performance of the contract by the other party, unless such Confidential Information becomes publicly known without a breach of the confidentiality obligation. The parties shall keep and safeguard Confidential Information in a manner that excludes access by third parties. The Licensee shall only enable access to Confidential Information for those employees and authorized persons who require such access in order to perform their work responsibilities. Such persons shall be instructed about the confidentiality obligation.

13.2 Where, in the course of providing its contractual obligations under this Customer Agreement, the Licensor processes personal data for which the Licensee is the responsible party or where access to such personal data is possible, the parties shall in

advance enter into an agreement on contracted data processing that complies with the relevant statutory requirements.

13.3 The Licensor may name the Customer as a referential customer as of conclusion of this Customer Agreement. The Licensee can deny this right at the time of the conclusion of this Customer Agreement as well as at any time afterwards by submitting a request via email to info@scolution.de, requesting the references to be deleted. Upon receipt of such request, the Licensor will remove any reference to the Licensee within 30 days and make no further reference to the Licensee.

14. CHOICE OF LAW AND VENUE

14.1 This Customer Agreement shall be governed exclusively by German law excluding its conflict of laws rules and the UN Sales Convention (CISG). Exclusive venue for both parties shall be the registered office of the Licensor.

APPENDIX A – TRIAL PERIOD

The Licensee may test the Software free of charge for a period of 30 days by downloading the Software via the button "Try it free" on the Licensor's Marketplace page. With the expiry of the Trial Period the Software will automatically stop functioning.

The following provisions shall apply to Trial Periods and take precedence over the general provisions of the Customer Agreement set in sections 1 to 14:

1. The Licensor shall not be obliged to any maintenance or support.

2. The Licensor shall grant to the Licensee a worldwide, nonexclusive, right of use of the Software for 30 days – solely on hardware systems owned, leased or controlled by the Licensee.

3. The Licensee shall not be entitled to transfer the Software or any parts thereof to a third party.

4. The right granted to Licensee pursuant to sec. 2 of this appendix shall commence with the download of the Software.

5. The statutory provisions of the German Civil Code shall apply in respect of the Licensor's warranty and liability obligations.