

General Terms and Conditions of Business

of tenfold Software GmbH, Seidengasse 9-11, Top 3.4, 1070 Vienna (hereinafter referred to as "tenfold").

I. General Provisions – Ancillary Oral Agreements – Offers

1. These General Terms and Conditions of Business (hereinafter referred to as "GTC") shall apply exclusively with regard to offers made by tenfold and the provision of Services (section II) by tenfold. By entering into an agreement with tenfold, regardless of the contents thereof, the other contractual party (hereinafter referred to as "Customer" and tenfold and the Customer hereinafter referred to each as a "Contracting Party" and together the "Contracting Parties") shall accept the applicability of these GTC to the underlying transaction. By directing a request for the conclusion of an agreement to tenfold at the latest, the Customer shall waive its own General Terms and Conditions of Business. Provisions contained in an order or in other documents of the Customer which contradict these GTC shall not be applicable between tenfold and the Customer. Any terms and conditions of business contradicting or deviating from these GTC shall only be valid on an exceptional basis if they are expressly accepted by tenfold in writing. This shall also apply if tenfold performs its services without reservation being aware of or subject to conditions not specified in present GTC.
2. These GTC shall also apply for similar transactions between tenfold and the Customer in the future unless expressly agreed otherwise in writing.
3. In general, these GTC shall only apply to legal transactions between enterprises pursuant to Sec. 1 *UGB* [Austrian Business Code]. If they are, on an exceptional basis, also taken as a basis for legal transactions with consumers pursuant to Sec. 1 para 1 no. 2 *KSchG* [Austrian Consumer Protection Act], they shall only apply insofar as they do not contradict the provisions of the first principal part of the Austrian Consumer Protection Act.
4. Employees of tenfold shall not be authorised to change these GTC, agree upon any provisions deviating therefrom or to make any other ancillary oral agreements; ancillary oral agreements shall become legally binding between the Contracting Parties only after such ancillary oral agreement has been stipulated by the Contracting Parties in writing.
5. Unless expressly agreed otherwise, tenfold's service and price offers shall be non-binding. An order shall become only binding for tenfold when it is confirmed by tenfold in writing or accepted conclusively by performance and/or issuance of an invoice.
6. The copyright to software products, calculations and other product-, application- or project-specific documents containing valuable know-how or valuable information, shall, even if they are provided by tenfold to

the Customer in the form of a licence, remain the property of tenfold and shall be protected by copyright; without the prior written approval of tenfold, the above must not be reproduced.

II. Services offered by tenfold

1. tenfold primarily offers – subject to prior individual confirmation – basically the following services (each a "Service" and together the "Services"):
 - a. The software "tenfold" in different variants and with varying scope of functions (in the following "Software");
 - b. The provision of maintenance services for the Software;
 - c. The provision of remote consulting services for the Software; and
 - d. The provision of on-site consulting services for the Software.

III. Invoicing of Deliveries and Services

1. If not expressly agreed otherwise, prices shall be deemed to be in EUR and net prices, i.e. excluding any statutory sales tax.
2. Unless agreed otherwise, invoices shall be transmitted electronically by e-mail as unsigned .pdf documents and shall be payable without deduction within 14 calendar days; the invoice date shall be relevant for the calculation of the payment term. In the event of a default in payment, default interest pursuant to section 456 at the rate of 9.2 percentage points p.a. above the respective applicable base interest rate of the Austrian Business Code shall be paid. If the Customer is a consumer [pursuant to the Austrian Consumer Protection Act], the Customer shall only pay the statutory interest as default interest.
3. Any payments by the Customer to tenfold shall be made exclusively by wire transaction. Any bank charges and/or fees arising out of or in connection with such payments shall be paid and finally borne by the Customer.
4. If a Customer is in default regarding a payment for more than 30 days, tenfold shall be entitled to withhold provision of all Services to the Customer. Therefore, in the event of a delay of more than 30 days, tenfold shall be entitled to suspend the provision of all Services at the beginning of the 31st day until the end of the delay and the full settlement of the outstanding debt, including interest on arrears (section III.2.). In this case, the Customer is prohibited from further use of the Services and tenfold is expressly entitled to prevent such use - if necessary, by means of remote access or by using (other) technical measures. tenfold's right to extraordinary termination of the contractual relationship concerned as well as the assertion of further claims for damages or other collection measures shall remain unaffected thereby.

5. Services shall generally be invoiced on a monthly basis. In advance, the Customer shall receive a list of all outstanding Services for information. The Customer can query the currently outstanding Services at all times and will then receive a corresponding list of Services. In principle, it shall not be permissible to retain outstanding Services for later offsetting (e.g. "after acceptance"). However, licences and maintenance services will be invoiced immediately after electronic delivery (e.g. by e-mail). In this context, it shall be irrelevant whether the Software is configured such that it is ready for use for the envisaged purpose and whether the application server is even running.
6. All cost estimates by tenfold are based upon experience values to the best of tenfold's knowledge and belief. However, these are non-binding in any case ("cost estimate subject to correction") and work shall always be invoiced according to actual expenses.
7. Lump sum prices shall only be valid if they are explicitly marked as such and if they are based upon a function description corresponding to the expenses. The Customer may insist on lump-sum invoicing provided that the Customer bears the costs for the preparation of the function description (according to actual expenses at the respective rate agreed) ("cost estimate subject to charges"). It is expressly stipulated that the costs do not only include the actual costs for the preparation of the function description but also expenses for required discussions with the Customer or with third parties as well as all necessary travel expenditures and cash expenses.
8. If the presence of tenfold employees at the Customer's premises is required, any travel expenditures (including any overnight stay costs) shall be invoiced. Travel time shall be invoiced as working time at the respective valid rate; within Vienna Area, only the travel time but no travel expenditures will be invoiced. It has to be agreed with the Customer and documented in writing in advance whether and to what extent the presence of tenfold employees on site is necessary. Lump-sum expense allowances shall only apply if they were agreed in writing beforehand.
9. Unless expressly agreed otherwise, any set-off of claims of the Customer against claims of tenfold shall only be permissible if such claims are acknowledged in writing, undisputed or finally determined by a court (exclusion of set-off).
10. If the financial situation of the Customer deteriorates after agreement conclusion or if tenfold becomes aware only after agreement conclusion of a poor financial situation of the Customer which already existed prior to the conclusion of the contract, tenfold shall be entitled to request reasonable collaterals for Services and/or to withdraw any terms of payment granted also for other claims. If the reasonable collaterals requested are not provided by the Customer within a reasonable period of time, tenfold shall be entitled to withdraw from the agreement. Any existing

claims arising from Services rendered or due to the Customer's default shall remain unaffected thereby.

11. The assignment of claims by the Customer shall only be permissible after tenfold's prior written consent and there shall be no entitlement to the granting of such consent.

IV. Claims for Defects – Complaint Obligations

1. Unless expressly agreed otherwise, the quality and suitability for use are exclusively and finally specified in the data sheet related to the respective Service or the operating instruction/description of scope related to the respective Service. There shall be no entitlement to compatibility with operating systems or computer hardware entering the market after the point in time of handover to the Customer by tenfold.
2. Any complaints must be notified to the Licensor in writing and by email in within a reasonable period, but at the latest within 14 days after delivery (in case of obvious defects) or discovery of the defect and include specific details of the defect.
3. tenfold and the Customer agree that in the event of a claim for supplementary performance (rectification or subsequent delivery), the Customer shall choose the most cost-effective option to the extent this does not result in any disadvantages for the Customer.
4. If the Customer violates its complaint obligation for defects pursuant to this section IV.2., it shall forfeit its claims to warranty, damages for the defect itself as well as error on the absence of defects of the item.

V. Liability

1. tenfold shall only be liable for damages which it could, at the time of conclusion of each agreement with the Customer, foresee as possible outcome of a breach of essential obligations resulting from such agreement.
2. tenfold shall be liable for direct material damage only in the event of blatantly gross negligence or intentional conduct.
3. tenfold shall not be liable for any consequential damage of material damage, lost profit or indirect material damage of the Customer including any such material damage arising due to or in connection with a business interruption or as a result of lost profits or revenues, lost data or of any capital costs that arise.
4. tenfold's liability for direct material damage shall be limited to the net amount which the Customer paid or has to pay to tenfold under the respective agreement; if it is a continued obligation, the amount of the damages shall be limited to the threefold annual net remuneration. However, in any case tenfold's liability towards each customer shall not exceed EUR 100,000.00 in total.
5. tenfold shall be liable without limitation for physical injury or death.
6. All limitations of liability shall apply to the same extent if tenfold is liable for vicarious agents and servants.

tenfold shall not be liable for damage caused by tenfold's agents in the course of fulfilment of the contractual obligations of tenfold.

7. If the Customer is a consumer pursuant to the Austrian Consumer Act, tenfold shall not be liable for material damage caused to the Customer in a slightly negligent manner; apart from that, the statutory liability provisions shall apply thereto.
8. In case the Services are changed, manipulated, inappropriately configured or used in deviation from their intended purpose in any manner by the Customer, tenfold shall not be liable under any circumstances.
9. The Customer is expressly prohibited from assigning any claims for damages against tenfold to any physical person or legal entity.

VI. Force Majeure – Rescission

1. Any default and non-performance that is caused by an event or accidental event which is beyond the control of tenfold or the Customer, including but not limited to force majeure by natural phenomena, earthquakes, labour disputes, riots, wars, civil commotion, epidemics and pandemics, expropriation or official orders (hereinafter referred to as "Force-Majeure Event") shall not be subject to the statutory provisions on default and non-performance. The above shall not include the obligation to pay amounts due and owed.
2. The obligations and rights of the Contracting Party affected shall be extended on a daily basis by the time period which corresponds to the time period of such excusable delay. The respective other Contracting Party shall be informed about the delay and the reason thereof in writing without any delay.
3. If the Force-Majeure Event lasts for more than three months, the Contracting Parties must use their best efforts to find a solution.
4. If tenfold is not able to perform the agreed Service due to a Force-Majeure Event for a time period exceeding the period under section VI.3., tenfold and the Customer shall each be entitled to withdraw from the respective agreement in whole or in part. The same shall also apply in the event of subsequent impossibility of agreement performance for which tenfold is not responsible.
5. There shall be no claims for damages for a withdrawal pursuant to section VI.4. If a Contracting Party intends to withdraw from the agreement for the above reasons, it shall inform the other Contracting Party thereof in writing without any delay.

VII. Limitation of Claims

1. The statutory limitation periods shall apply.

VIII. Confidentiality

1. tenfold and the Customer undertake not to disclose any confidential information if this could impair the legitimate interests of the respective other Contracting Party.
2. Confidential information shall inter alia include all information (whether in paper form or not) which is sensitive or could be deemed sensitive and/or is confidential (with regard to business matters or otherwise) due to its nature or the nature of its acquisition by tenfold or the Customer. Furthermore, confidential information shall include all information the disclosure of which would result in business disadvantages for tenfold or the Customer.
3. Such confidentiality provision shall not apply if statutory provisions on the contrary exist as well as in relation to documents, information and data
 - a. which are publicly accessible and/or were already known to the receiving Party before these General Terms and Conditions came into force or were later published by the passing on Party;
 - b. that have been independently and autonomously developed by one Party without having known or used similar information of another Party;
 - c. which have been disclosed by a third party who is the entitled to do so and not subject to any obligation of secrecy,
 - d. which must be disclosed due to legal provisions or orders of state bodies,
 - e. are disclosed to persons professionally bound to secrecy about the respective documents, information and data, or
 - f. which are disclosed to third parties who are potential interested parties or bidders and who have committed themselves to secrecy within the scope of due diligence processes or invitations to tender by a Party.
4. In the event of a violation of this provision, a contractual penalty irrespective of fault in the amount of EUR 100,000.00 per individual case is agreed upon. In the event of continued violation, the same contractual penalty shall be payable in full for each commencing month in which such violation continues. The possibility to claim compensation for any additional damage shall remain unaffected thereby.
5. The Customer undertakes to keep strictly secret all facts of which it becomes aware regarding tenfold or the business partners of tenfold and to impose such obligation upon its employees.
6. tenfold undertakes towards the Customer to keep secret all business-related information and to impose such obligation upon its employees.

IX. Place of Performance – Place of Jurisdiction – Applicable Law

1. These GTC shall be exclusively governed by Austrian law, excluding the conflict-of-law rules and UN Sales Law.
2. Vienna shall be the place of performance for (goods supplied or) Services rendered under these GTC.
3. All legal disputes arising from these GTC, including in connection to its establishment, validity, termination or invalidity, shall be subject to the exclusive jurisdiction of the materially competent court for the seventh district of Vienna.

X. Miscellaneous

1. These are the complete GTC of tenfold. At the point in time of entry into force of these GTC, there are no ancillary oral agreements of any kind whatsoever. Changes to these GTC shall be in writing if not specified otherwise herein on an exceptional basis.
2. If tenfold preferred not to assert violations against these GTC at a certain point in time or was not able to do so, this shall not constitute a waiver of any of tenfold's rights to assert such claim at a later point in time.
3. Should one or several provisions of these GTC prove to be invalid in whole or in part or should a contractual gap become obvious, this shall not affect the validity of the remaining provisions of these GTC. Instead of the invalid provision or in order to fill a contractual gap, tenfold and the Customer shall be obliged to agree upon a provision coming as close as possible to the intended contents of this Agreement.

Vienna, 07 January 2021