



Contract on the use of the BSCW server from OrbiTeam Software GmbH & Co. KG

Virtual enterprise hosting and BSCW server access for demonstration purposes

Licensing and user contract

November 2015

Contracting parties

The following contract is concluded between

OrbiTeam Software GmbH & Co. KG, Endericher Allee 35, 53121 Bonn, Germany

-OrbiTeam-

and

the Customer

-Customer-

:

Section 1 Subject matter of the contract

(1) The subject matter of the contract is the provision of the application 'BSCW server software' (referred to hereinafter as 'application'), including user documentation, by OrbiTeam.

(2) OrbiTeam shall make the application software available on a server for use by the customer for a maximum period of 90 days. The customer can access the application via an Internet connection. The creation and maintenance of the Internet connection is the customer's responsibility and does not form part of this contract.

Section 2 Field of application of the software, purpose of the contract, prices, functional limitations

(1) The purpose of this contract is to enable the customer to use the application for evaluation purposes, free of charge, in the field of application outlined below.

The BSCW Shared Workspace System is the tool of choice for efficient collaboration. BSCW supports collaboration between users via Internet and Intranet. With BSCW, users manage internal and external cooperation and exchange documents, appointments, contacts, tasks and notes within shared workspaces. This means that important information is always available to all authorised personnel, regardless of location. The system is entirely web-based, meaning that users can access the data they need to complete their tasks directly from their web browser.

What really sets the BSCW software apart is its self-managed working groups concept and its flexible, role-based access control. BSCW can be used to file documents, to conduct joint schedule planning with collaboration partners and to run projects. BSCW offers various document transfer mechanisms, structured storage procedures and a multilingual user interface (standard selection: DE/EN/ES/FR).

The BSCW system supports asynchronous (i.e. non-simultaneous) collaboration via shared workspaces in which users in a group can save, manage, edit and exchange documents and other data. BSCW supports synchronous (simultaneous) collaboration by providing tools for planning and organising meetings and by connecting to external communication tools (not part of the BSCW software).

(2) During the trial period, the user is not entitled to expect all intended functions to be made available at all times and to function without error.

(3) During the trial period, which shall last for a maximum of 90 days, use of the software is free of charge.

Section 3 Right of use

(1) The customer shall be granted a basic right, limited to the duration of this contract, to access the application via telecommunication and to use the functionalities associated with the application, in accordance with this contract, via a browser. The customer shall be granted no further rights, particularly to the application software.

(2) The customer is not entitled to use the application in a manner other than that permitted by this contract, nor to allow the application to be used by third parties, nor to give third parties access to the application. In particular, the customer is not permitted to copy, sell or temporarily grant use of the application software or parts thereof; in particular, the customer may not rent or lease said software or parts thereof. In particular, the customer is not entitled to create sub-licences or to split up the right of use it has been granted and transfer it to third parties, either free of charge or in return for payment. For the purposes of this paragraph, companies with whom the customer is affiliated within a group of companies also constitute third parties.

(3) In the event of unauthorised provision for use, the customer must send to OrbiTeam, at its request and without delay, all the information required to assert claims against the user, in particular the user's name and address.

(4) If the customer becomes aware of abuse by a user, the customer must inform users and OrbiTeam immediately. The customer shall take action to stop the user from abusing the application. Notwithstanding the above provision, OrbiTeam reserves the right to issue a warning to the user and to exclude the user.

(5) If the contractually agreed use of the application should be affected by the proprietary rights of third parties through no fault of OrbiTeam's, OrbiTeam is entitled to refuse to provide the affected services. OrbiTeam shall inform the customer of this immediately and take appropriate measures to enable the customer to access its data.

Section 4 Data privacy and data security

(1) The transmission of data to the server as part of or during use of the application is at the customer's own risk.

(2) Both parties will observe the relevant applicable provisions in relation to data protection law, particularly those which are applicable in Germany, and will ensure that all of their members of staff employed in connection with the contract comply with the obligation to maintain data secrecy in accordance with

Section 5 of the Federal Data Protection Act (BDSG), if these members of staff are not already obligated to do so.

(3) If the customer collects, processes or uses personal data itself or via OrbiTeam, the customer shall be responsible for ensuring that it is entitled to do so according to the relevant applicable provisions, particularly those relating to data protection law, and shall indemnify OrbiTeam against claims by third parties in the event of a violation.

(4) Without prejudice to further legal obligations, OrbiTeam shall implement technical and organisational safety precautions and security measures in accordance with the Annex to Section 9 BDSG.

(5) The customer may request access to the premises housing the software application, server and operating software, and other system components of the application software only insofar as OrbiTeam is also granted access to the operator of the server.

Section 5 Duties and obligations of the customer

(1) The customer shall fulfil the obligations required of it for the provision and performance of the services set out in this contract. In particular, the customer undertakes:

- a) to protect usage/access authorisations and identification/authentication safety mechanisms allocated to the customer or to users (particularly passwords) against access by third parties, and not to share them with unauthorised users;
- b) to designate all the users to whom it plans to grant use of the application. The customer also undertakes to notify OrbiTeam of any change in the allocation of users caused by organisational changes, personnel changes etc.;
- c) not to attempt, either itself or via unauthorised third parties, to retrieve information or data without authorisation, or to access programs operated by OrbiTeam or allow others to access such programs, or to enter OrbiTeam's data networks without authorisation;
- d) to ensure that all copyrights and industrial property rights are respected, particularly with regard to the acquisition of data and text created by third parties;
- e) not to abuse the application or allow it to be abused, and in particular not to transmit information with illegal or unethical content or make reference to information which incites hatred, induces the commission of criminal offences or glorifies or trivialises violence, is sexually offensive and/or pornographic, is apt to seriously endanger the moral welfare of children or young people or affect their general welfare, or which could damage the reputation of OrbiTeam;
- f) to notify OrbiTeam of defects and faults immediately so that OrbiTeam can remedy these;
- g) to ensure that users authorised to use the application by the customer are also obligated to comply with the provisions for use of the application set out in this paragraph under letters a, d, e and h;
- h) to refrain from making improper use of the potential exchange of electronic messages in order to send unsolicited messages or information to third parties for advertising purposes (spamming);
- i) to indemnify OrbiTeam against all claims by third parties based on unlawful use of the application by the customer or carried out with its approval, or (in particular) arising from disputes relating to data protection law, copyright law or other legal disputes linked to use of the application. If the customer realises, or can be expected to realise, that a violation of this nature is about to occur, it is obligated to inform OrbiTeam immediately.

(2) If the customer withdraws usage authorisation from a user it has previously authorised to use the application, it must ensure that this user is no longer able to access the application. OrbiTeam shall provide the technical resources necessary for this.

Section 6 Use of the application contrary to the contract

(1) OrbiTeam is entitled to block access to the application and its data in the event of an unlawful violation by the customer, or users designated by the customer, of one of the material obligations set out in this contract, in particular in the event of violation of the obligations set out in Section 5 Paragraph 1 Letters c), e) or h).

(2) OrbiTeam is entitled to delete the affected data in the event of a violation of Section 5 Paragraph 1 Letters c), e) or h).

(3) In the event that a user unlawfully violates the obligations set out in Section 5 Paragraph 1 Letters c), e) or h), the customer must send to OrbiTeam, at its request and without delay, all the information required to assert claims against the user, in particular the user's name and address.

Section 7 Liability

(1) OrbiTeam shall be liable to the customer without restriction in the event of intent or gross negligence for all damages caused by OrbiTeam or its legal representatives or agents.

(2) OrbiTeam shall only be liable for defects if defects of title or errors in the application have been fraudulently concealed.

(3) Liability for loss of data shall be limited to the typical restoration costs which would have been incurred had backup copies been created regularly, commensurate with risk.

(4) Liability based on the provisions of product liability law remains unaffected.

(5) No other liability shall be assumed by OrbiTeam.

Section 8 Duration, cancellation and termination of the contract

(1) The duration of the contract is limited to 90 days, beginning on the day after the day the customer receives the access data necessary for use.

(2) Both parties may also terminate the contract before the duration period has expired, without notice and with immediate effect.

(3) Any cancellation of this contract must be made in writing or via email.

(4) Following termination of the contract, OrbiTeam is entitled to block the customer's access to the application. The customer may request that OrbiTeam release the data which has been processed and stored when using of the application until it is deleted.

(5) By way of derogation from Paragraph 4, in the event of ordinary termination of the contract by OrbiTeam before the 90-day period has expired, the customer will be granted read-only access to the application until the end of the 90-day period, and will be able to secure any data saved there.

(6) The customer will have at least 2 weeks after the end of the contract to retrieve and secure any data which is still required. OrbiTeam will then delete the data without further notice.

(7) The customer may request the deletion of its data at any time after the end of the contract.

Section 9 Written form

(1) All amendments and additions to these conditions, including this clause, must be made in writing. If they are stated by representatives or auxiliaries of OrbiTeam, they shall be binding only with the written consent of OrbiTeam.

(2) The conclusion of the contract itself does not need to be in writing.

Section 10 Choice of law

The parties agree that all legal relationships arising from this contract shall be governed by the laws of the Federal Republic of Germany, with the exception of the UN Sales Convention.

Section 11 Place of jurisdiction

If the customer is a businessman, a legal entity in public law or a special fund under public law, the place of jurisdiction for all disputes in connection with the execution of this contractual relationship is agreed as the place where the registered office of OrbiTeam is situated.

Section 12 Final provisions

In the event that one or more of the provisions in this contract should prove invalid, the rest of the contract shall be unaffected. In this case the legal provisions shall additionally apply.