

Translation

General Business Conditions (hereinafter referred to as "GBCs") of synko GmbH (hereinafter referred to as "synko")

1st Part: Overall Terms and Conditions

§ 1 Exclusivity, Applicability, Written Form

- I. These GBCs find exclusive application. synko does not recognize contrary or differing customer business conditions unless synko has expressly accepted same in writing in accordance with §1 Paragraph IV. These GBCs likewise find application where synko makes delivery of goods or provides services without objection or reservation even if synko is aware of contrary or differing customer business conditions.
- II. These GBCs find application for all present or future goods supplied or services provided to our Customers. These GBCs also apply to all future orders, even if no specific reference is made to these GBCs. They are valid for such period until they are lawfully replaced by new GBCs.
- III. These GBCs only apply to business entities in accordance with § 14 Paragraph I BGB (German Civil Code).
- IV. **Differing agreements require the written form to be lawfully binding and any such agreements shall have priority as concerns these GBCs. The waiver of the written form requirement also requires the written form.**

§ 2 Timely Delivery by our Suppliers and Binding Term of Quotations, Open Price

- I. Binding contracts are subject to and conditioned upon timely and proper delivery by our suppliers.
- II. Quotations made by synko shall be binding for six weeks after the quotation is submitted, unless otherwise agreed in accordance with the requirements of §1 Paragraph IV of these GBCs.
- III. Deviating from Paragraph II until arrival of the order confirmation synko is entitled to adjust the offer in case of a price increase by the supplier.

§ 3 Payment Terms

- I. Payment is due synko within 10 days of invoice date without deduction, unless otherwise agreed in accordance with the requirements of §1 Paragraph IV of the GBCs.
- II. The statutory provisions shall apply as concerns the consequences for payment arrears.
- III. The Customer can only assert set-off claims or withholding rights against any payment obligation if a final judicial determination of any such rights exists or if synko does not dispute such claims or acknowledges such claims. Shipping and packing costs shall be invoiced at our actual costs.

§ 4 Warranties / Statutory Limitations

The warranty period shall be one year after transfer of risk. In the event of a delivery recourse action pursuant to §§ 478, 479 BGB (German Civil Code), the statutory limitation period shall remain unaffected. The statutory provisions in their respective current versions shall otherwise find application.

§ 5 Limitation of Liability, Guaranteed Characteristics, Data Storage

- I. synko shall have no liability except for damages which the Customer incurs through our intentional acts, recklessness or, at the minimum, minor negligent breach of a material contractual provision. Material provisions are those which are essential for proper contractual performance and the fulfillment of which the Customer can customarily rely upon (cardinal obligations).
- II. In the event of a minor negligent breach of a material contractual provision, the liability of synko is limited to standard contractual damages foreseeable upon conclusion of the contract or foreseeable at the time of breach.
- III. The above limitations of liability shall not apply to culpable loss of life, personal injury or health, or to claims made pursuant to product liability laws. Such also do not find application where claims are made based upon defects which synko has fraudulently concealed. Furthermore such do not find application where synko has assumed a guarantee as concerns the characteristics of the goods provided and the intent of such guarantee was to provide the Customer assurances as concerns the defects for which damages are claimed. **synko does not assume a guarantee of characteristics unless such is made in writing in accordance with §126 I BGB (German Civil Code) whereby a handwritten signature is required to validate any such guarantee of characteristics.**
- IV. **synko assumes no liability for damages which customer suffers due to failed or defective data storage.** synko shall only be liable for data loss insofar as synko's liability is given in accordance with these provisions where the Customer has simultaneously assured through regular system checks and data storage measures that such data is retrievable with reasonable effort from the data stored pursuant to appropriate data storage procedures.
- V. The above liability exclusions and limitations shall to the same extent find application for the benefit of the employees, agents and other support personnel of synko.

§ 6 Retention of Title

synko retains title to goods delivered until full payment is received from the purchaser.

§ 7 Confidentiality

The contractual parties are mutually obliged to keep all business matters and processes currently known or which become known confidential, especially as concerns those matters identified as confidential or obviously recognizable as business and trade secrets, even after the business relationship has ended, and they shall especially not reveal such to third parties.

§ 8 Choice of Law, Legal Venue, Place of Performance, Language, Severability

- I. The laws of the Federal Republic of Germany shall find exclusive application.
- II. Legal Venue and Place of Performance shall exclusively be in Nuremberg.
- III. **An English translation of these GBCs can be requested. In the event of conflict the German version of the GBCs shall govern. Such are appended.**
- IV. Should a provision of these GBCs be or become invalid in whole or in part, such shall not affect the validity of the remaining provisions. The fully invalid or partially invalid provision shall be replaced by a provision which to the greatest extent lawfully possible corresponds to the intended commercial or idealistic purpose. This likewise finds application for contractual gaps which require resolution.

2nd Part: Special Provisions

§ 1 Services

- I. All services shall be provided pursuant to the daily or hourly rates per the Price List, unless a differing individual arrangement pursuant to §1 IV GBCs has been agreed upon. A price surcharge of 50% shall be billed for services provided on Saturdays. The price surcharge for services provided on Sundays, legal holidays (in Bavaria) and on 24 December and 31 December shall be 75%.
- II. **The given amounts of services to be provided are estimates and are based upon our experience in similar projects. Invoicing shall be made according to the actual amount of services provided.**
- III. **Services for programming and system design do explicitly not include training and implementation support. Services for training and implementation support must be specifically commissioned.**

§ 2 Usage Rights, Intellectual Property Rights, Licenses

- I. The Customer accepts the license conditions of the manufacturer upon entering into the contractual agreement. Failing a different agreement, the Customer acquires the non-exclusive usage rights for the purchased software.
- II. The usage rights on purchased software shall first be transferred to Customer upon full payment of all compensation due. Until

such time all usage rights remain with the licensor.

- III. The software is lawfully protected by copyright statutes and international copyright laws as well as by treaties protecting intellectual property. The Customer is obliged to maintain the protection registration marks (e.g. Copyright) in the Software in an unaltered form.
- IV. The Customer is obliged to prevent unauthorized access by third parties. The Customer is thus obligated not to make the software in its original form or in the copied form available to third parties without the written consent of synko. Employees of synko or other parties are not deemed third parties insofar as the software is used in conformity with the existing contractual agreement.

§ 3 Disclosure of contact details

By ordering a license the customer hereby expressly agrees to a disclosure of his contact details to the licensor as required by the licensor to acquire the license. This includes:

- company name
- business address
- name of the main contact person
- telephone number
- fax number
- e-mail address of the main contact person

§ 4 Microsoft Enhancement Plan

- I. Microsoft Dynamics Products require an existing Microsoft Enhancement Plan as a condition to modify the existing Microsoft Dynamics Licenses. Such applies e.g. to license extensions, the acquisition of additional modules, user or license consolidations.
- II. This likewise applies to extensions of other products, if such extensions require the modification of a Microsoft Dynamics License.
- III. In the first year the conclusion of a Microsoft Enhancement Plan is obligatory.
- IV. The calculation basis of the Enhancement Plan fee is the license value. Should the license value increase for an existing Enhancement Plan, the Enhancement Plan fee shall likewise correspondingly increase.

§ 5 Expenses

Insofar as no other agreement is reached in accordance with §1 IV GBCs, room and board as well as train and airline travel costs shall be billed at cost as evidenced by receipts. The mileage allowance for automobile travel shall be Euro 0,95 per kilometer traveled.

§ 6 Subcontractors

In order to fulfill its performance obligations, synko is at all times authorized to utilize subcontractors or other support personnel, without the need of Customer's consent.

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