General terms and conditions
for contracts regarding IT services
of
DriveLock SE (current as of 11/2016)

General terms and conditions

1. Scope of applicability, protection clause

1.1. These terms and conditions only apply towards companies (§ 14 BGB), legal entities under public law, and separate estate under public law.

1.2. These conditions apply exclusively for all - including future - deliveries and services provided by DriveLock, without DriveLock being required to indicate this in each individual case. Deviating, conflicting or additional terms and conditions of the customer will therefore only become a contractual component, to the degree that DriveLock has expressly agreed to them in writing.

2. Conclusion of the contract

2.1. The DriveLock offers are always subject to change. Orders, amendments or changes to a customer's order are only regarded as accepted with a confirmation in writing from DriveLock. The execution of the delivery or service, the submission of a delivery note or an invoice to the customer shall be deemed as a confirmation.

2.2. The customer is independently responsible for the review of his order, as well as all contractual documents regarding the completeness, accuracy and suitability for his intended purpose. Our software is standard software, and designed to suit the average needs of our customers. It may not be able to consider every individual requirement. The customer must therefore ensure on his own that the software, with his desired scope of delivery, meets the respective requirements. We will only conduct checks or provide consultation if this is expressly agreed.

3. Prices, payment

3.1. The list prices of DriveLock specified in the contract or the order confirmation, or otherwise those valid upon conclusion of the contract shall apply, respectively plus the statutory VAT, and unless agreed otherwise plus packaging, transportation and other incidental expenses.

3.2. The claims of DriveLock are due within 14 days, and must be paid in Euro without deductions.

3.3. If payment is delayed, DriveLock shall be entitled to exert statutory entitlements and rights.

3.4. The customer shall only be entitled to set-off as far as his counterclaim is legally established or undisputed. This set-off prohibition does not apply for a counterclaim for defects, which is based on the same contractual relationship as the claim from DriveLock. The customer may only exercise a right of retention, for counterclaims which pertain to the same contractual relationship.

4. Subcontractors

DriveLock is entitled to employ subcontractors for the performance of the contract.

5. Participation and information obligations of the customer

5.1. The customer will adequately support DriveLock regarding the provision of services to the extent necessary in each case, and particularly notify a non-contractual compliant provision of services immediately, provide DriveLock with all the data, files and other relevant information required for the service provision, and disclose any information to DriveLock which could be required for the orderly provision of the services.

5.2. The customer must execute all necessary and reasonable measures to prevent or limit damages. This particularly includes the regular backup of data and software, which are threatened by faulty deliveries and services from DriveLock. During any kind of support services, DriveLock may always assume that the customer has created a full data backup.

6. Liability for defects

6.1. The performance of DriveLock is free of defects, if it corresponds to the agreed-upon characteristics, which are derived from the contractual agreements and the documentation.

6.2. Claims of the customer due to a defect require an immediate investigation, and the immediate notification of the defect upon delivery in case of an apparent defect, for not directly noticeable defects this must occur upon discovery.

6.3. The customer shall provide DriveLock with an opportunity to review complaints. If the complaint turns out to be unfounded, the customer will be obliged to reimburse the accrued expenses for the review to DriveLock, unless he is not responsible the unfounded complaint.

6.4. If a defect is present, DriveLock shall be obliged to rectify the defect or perform a new delivery (subsequent performance) at its discretion. In case of a failure, unreasonableness or refusal of the subsequent performance, the customer shall be entitled

to reduce the price or - for not merely insignificant defects - rescind the contract, or demand compensation according to item 7.

6.5.   The customer shall not be entitled to assign claims based on defects.

7.   Liability

7.1.   The liability of DriveLock regarding claims for damages and reimbursement for slight negligence and tort is excluded from the contractual relationship, especially due to a breach of duties, unless DriveLock has violated an essential contractual obligation, i.e. a duty whose fulfillment is fundamentally required for the proper execution of the contract, or obligations where the customer can rely on a compliance regularly. In this case, the liability is limited to the contract-typical damage, for which DriveLock should have anticipated a possible occurrence upon the contract conclusion, based on the circumstances known to DriveLock.

7.2.   DriveLock's liability for damages from injury to body, life or health, for intent and gross negligence, the lack of a guaranteed quality, and pursuant to the product liability law is however unlimited.

8.   Limitation of claims for defects and damages

The limitation of claims from the customer due to a defect is shortened to one year. For claims of the customer for damage and expenditure reimbursements, which are not based on a defect of the goods, the limitation period of one year shall apply. These shorter limitation periods, however, do not apply to claims of the customer due to injuries of life, body or health as well as for claims based on an intentional or grossly negligent breach of duty.

9.   Confidentiality, data protection

9.1.   The parties will treat information of the other party as confidential which is either obviously sensitive in nature or designated as confidential by the other Contracting Party, and will not disclose this information to third parties, and treat it in the same manner as the own operating and business secrets. It does not apply to confidential information, if and to the extent it has lawfully become publicly known, or for which the other Contracting Party has consented the disclosure in writing for individual cases.

9.2.   The customer must ensure that he complies with all statutory requirements for the access to or forwarding of personal data to DriveLock, especially that - as far as legally required - there is an effective consent of the respectively concerned persons available. As far as DriveLock processes personal data on behalf of the customer, DriveLock is prepared to conclude an agreement for the respective data processing, and will provide the customer with a sample contract for this purpose.

10. Place of jurisdiction, applicable law, Severability Clause

10.1. German law shall apply.

10.2. If the customer is a commercial entity, the place of jurisdiction shall be the registered office of DriveLock, whereas DriveLock shall also be entitled to exercise legal actions where the customer is headquartered.

10.3. Should one of the provisions of these terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected.

Special conditions for the provision of software

In addition to the general conditions, the following applies for the provision of software:

11. Right of use

11.1. Upon full payment of the agreed remuneration, the customer shall receive a non-exclusive, simple and not time limited right to use the software specified in the respective contract ("licensed product") in accordance with the following provisions and the user documentation:

    a.   The Parties shall establish a written contract, to specify for which number of computers, servers, users, modules, databases or other objects the licensed product may be used; the same shall apply for the use in networks, even if this does not entail a duplication.

    b.   The right to use the licensed product is limited to the customer's internal business purposes, and only includes the country where the customer is headquartered.

    c.   The customer is not allowed to sell, lend, lease or sub-license the licensed product to third parties in any other manner, or make it available or accessible publicly. This also includes the provision within the scope of a Terminal Server or similar concept such as hosting, application service provision, software-as-a-service, or within a software-on-demand environment. Third parties are also subsidiaries, companies affiliated with the customer, shareholders as well as geographically or organizationally separated facilities of the same owner. The customer has the option to request special offers for such constellations from DriveLock.

    d.   Reproductions and alterations, in particular an editing of the licensed product are strictly prohibited for the customer. The rights of the customer pursuant

to the mandatory provisions of §§ 69d, 69e UrhG (in particular the right to make a single backup copy) remain unaffected. When changing the hardware, the software must be completely deleted from the previously used hardware.

e. Any copyright notices, serial numbers and other identification features of the software from DriveLock or third parties may not be defaced, changed or removed by the customer.

f. The customer is fully responsible for a compliance with these regulations through his employees. If there is a suspicion of unauthorised utilisation of the licensed product by employees or third parties, the customer will immediately inform DriveLock thereof, and contribute to the clarification to the best of his abilities. The customer will immediately inform DriveLock, if and insofar as the number of users increases.

g. If the customer culpably violates one of the above provisions, DriveLock shall be entitled to demand a contractual penalty in the amount of up to three times the price paid by the customer, which may be checked for the respective appropriateness upon request of the customer by the District Court Stuttgart. The assertion of other claims, in particular for the omission or damages shall remain unaffected. A forfeited contractual penalty will be applied to a claim for damages.

11.2. If the customer culpably exceeds the agreed scope of use, DriveLock is entitled to prohibit the use of the licensed product for the customer without prejudice to any other rights. Thus, the customer's right to use the licensed product shall be void.

11.3. If the licensed product includes third-party software, for which there is only a secondary usage right granted to DriveLock, the customer may only use this third-party software in conjunction with the licensed product. If the third party asserts claims against DriveLock for a violation of the terms and conditions through the customer, the customer shall indemnify DriveLock.

11.4. The customer shall diligently record any created copies of the licensed product or individual components thereof, as well as their respective whereabouts, and upon request provide DriveLock with the appropriate information and insights, including information about his utilization of the licensed product.

11.5. The customer will carefully store the licensed products and other possibly provided contractual items, in order to prevent any kind of abuse.

12. Transfer of the licensed product

12.1. The customer may only transfer his rights regarding the licensed product to third parties with the written consent of DriveLock, with a simultaneous, complete and final cease of the own usage. In particular, the customer is prohibited from granting a temporary or partial possibility of use, as well as the further conveyance of licensed items, which the customer has received through a subscription (granting of use for a particular time frame). The customer must inform DriveLock in writing, stating the name and full address of the third party.

12.2. The transfer will affect the termination of all usage rights of the customer regarding the licensed product.

12.3. DriveLock will give the consent to the transfer if the customer assures to DriveLock in writing that he has passed all existing copies of the licensed product to the third party, that he does not possess any more copies, and has completely deleted the licensed product, and a written confirmation has been provided by the third-party, stating that he has acknowledged the terms and conditions (item 11.1) of DriveLock in a legally effective manner.

13. Delivery

The customer shall receive the licensed product exclusively in a machine-readable form (object code), and no source code. At the discretion of DriveLock, the licensed product is either provided on a data carrier, or electronically through a download option for the licensed product from the Internet.

14. Liability in case of subscription

If the customer is provided with a licensed product as a subscription, as a supplementary provision to item 7, the liability without fault of DriveLock shall be excluded for defects which were already present during the contract closing (§ 536a BGB).

<u>Special conditions for support services</u>

As a supplement to the general conditions, the following applies for support services:

15. Support services

15.1. Pursuant to an additionally established support contract, DriveLock will provide support services according to the respective performance description.

15.2. DriveLock shall be entitled to adapt these services according to technical progress, and development of the licensed product, under observance of the legitimate interests of the customers. Adaptions are announced with a lead time of three months unless it only concerns insignificant adjustments. In case of an adaption that is detrimental for the legitimate interests of the customer, the customer may terminate the respective contract prematurely within a month after receiving the notice, with an effectiveness at the time the adaption is deployed.

15.3. Certain services require that the customer or his employees have received special training.

15.4. During all requests for support services, the customer is required to describe the problem in a highly detailed and reproducible manner. Assistive tools provided by DriveLock must be utilized thereby.

15.5. Subject-matter of the services is the most current version of the licensed product. If the customer is not using the current version, DriveLock may submit an individual offer to him, which will particularly include the fees for pending updates and further expenses.

15.6. If DriveLock provides updates, upgrades or new versions of the licensed product within the scope of the support services, the customer will receive the same usage rights as for the licensed product.

15.7. The warranty for defects is limited to the innovations of updates, upgrades and new versions compared with the immediately preceding version state.

16. Remuneration

16.1. The remuneration must be paid in advance at the beginning of the agreed period, in case of doubt at the beginning of each year of the contract without any deductions.

16.2. DriveLock is entitled to increase the remuneration at the end of a contract year with a notice period of three months, through a written declaration submitted to the customer, if DriveLock was subjected cost increases which cannot be compensated through cost reductions. If the customer does not terminate the contract in this case within one month after receipt of the notification to the end of the contract year, the new remuneration shall be deemed as agreed. This will be expressly indicated by DriveLock in the announcement of the remuneration increase.

17. Term of contract, termination

17.1. The support contract will commence from the date of the contract conclusion, unless otherwise agreed upon. It will initially run for one year, and then automatically renew

for another year, unless one of the contractual parties announces a termination no later than three months prior to the end of the contract term.

17.2. The right to the extraordinary termination for important reason remains unaffected.

Special conditions for other services

As a supplement to the general conditions, the following applies for other services:

18. Performance description

18.1. Services, conditions and prices for services to be provided by DriveLock are agreed upon in a performance description. Without such a performance description, DriveLock shall not be obligated to provide any services.

18.2. Cost estimates and performance dates are only binding if they have been expressly agreed upon in the respective performance description. Performance and cost descriptions are based on estimates, and are created based on information provided by the customer. At the request of the customer, DriveLock will update the respective estimates.

19. Acceptance of services

Unless a deviating agreement has been established in the performance description, the customer is obligated to accept the services within five working days after they have been rendered by DriveLock. For the software development, software implementation or system integration, the customer must provide test data in sufficient quantity and quality in a machine-readable form, to enable the performance of the acceptance. DriveLock is entitled to participate in the acceptance testing, and to view the results. Only significant defects will entitle to a refusal of acceptance. The acceptance shall be deemed as completed if the customer starts the productive use, or doesn't notify acceptance-inhibiting defects immediately after the acceptance.

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