

Software Conditions of POS Solutions GmbH

Version 09/2019

1. Subject of the Contract

1.1. Software

These Software Conditions apply to legal transactions concerning the delivery of standard software or adapted software by POS Solutions GmbH (hereinafter "Licensor" or "POS") to the customer (hereinafter "Customer" or "Purchaser").

1.2. Rights of use to the software

1.2.1. The Purchaser receives the non-transferable and non-exclusive right to use the software in compliance with the contractual specifications at the agreed place of installation. This right is limited to sole usage on the hardware or virtual system environment defined in the contract. Unless explicitly agreed otherwise, the Purchaser may use the software exclusively for his company and for the business transactions arising therein. Furthermore, the right of use is limited to the number of program users or transactions specified in the contract.

1.2.2. All other rights to the software are reserved by the Licensor. Without its prior written consent, the Purchaser is in particular not entitled – in any form whatsoever – to reproduce, modify, make available to third parties or decompile the software.

1.2.3. Decompilation is only permitted if it is indispensable for the creation, maintenance or intended use of an independently created, interoperable program and the necessary interface information is not provided by the Licensor upon written request. In such a case, the Licensor shall be given the opportunity to provide all necessary interfaces to third-party programs in exchange for an appropriate fee according to the price list. Within the scope of this license agreement, the Purchaser is exclusively entitled to the provision of the object code. Access to

and provision of source codes shall be agreed upon separately in an Escrow Agreement. Copyright notices, serial numbers and other program identification features shall not be removed or changed.

1.3. Additional services and deliveries:

Additional services and deliveries will only be provided by the Licensor based on a separate agreement and will be invoiced according to the prices specified by the Licensor. This applies for example to the following services:

- Analysis and elimination of malfunctions caused by improper handling or faults in the operation or use of the software or other circumstances for which the Licensor is not responsible;
- Support during the implementation and installation of the software as well as training;
- Improvements, such as proposed further developments, which simplify operations, shorten hardware allocation times or expand/further develop the specifications or application possibilities of the software.

1.4. Updates / Upgrades

The Licensor is not obligated to update or adapt the delivered software to changed circumstances (e.g. changed legal situation, new operating systems, version changes, changed requirements), neither in the form of an update nor an upgrade. If POS produces updates and adaptations of the standard software, the Licensor will, however, offer these to the Purchaser. In any case, updates of individually produced software require a separate agreement based on the maintenance and support conditions of POS.

2. Obligations of the Purchaser

2.1. The Customer hereby declares that he has informed himself about all functional features of the software. The Customer has made sure that the software corresponds to his requirements and wishes; in case of doubt, the Customer has obtained advice prior to the conclusion of the

contract from POS or from a competent third party, for whose information POS is in no case responsible. The Customer therefore purchases the object of the contract in full knowledge of all circumstances and based exclusively on the software descriptions and user manuals provided by POS.

2.2. The installation of the software presupposes that the Purchaser fulfills all requirements listed in the software license and maintenance contract or an appendix to this contract, in particular with regard to the required minimum hardware and software environment and access to the Purchaser's computer systems, at its own expense. As far as necessary or appropriate, the Buyer participates in all activities of POS for the Buyer, in particular by providing e.g. employees, work rooms, hardware and software, data and telecommunication facilities at Purchaser's own expense.

2.3. The Purchaser is responsible for:

- selecting from the range of software offered by the Licensor;
- the use of the software and the results achieved with it;
- compliance with the specified hardware, software and installation requirements, although the Licensor hereby notes that these requirements are set up by POS to the best of its knowledge and belief, however, due to the current state of technology, a smooth functioning of the software cannot be guaranteed in all cases despite compliance with these requirements;
- preserving all rights of the Licensor (e.g. industrial property rights, copyright including copyright notice) to the software and for preserving the Licensor's claims to confidentiality of business and trade secrets (also by its employees and vicarious agents or third parties); this also applies if the Software is modified or linked to other programs. This obligation shall remain in force even after termination of the contract.

3. Software Specifications

The scope of performance of software products is described in the respective product sheet of the Licensor. The Licensor is entitled to change the software specifications in order to introduce

new versions. Any change requests made at a later date can only be taken into account if they are invoiced separately and an appointment is made. Software specifications and adaptations to the standard software shall include the following documents:

- Performance characteristics
- Special functions
- Hardware and software requirements
- Installation requirements
- Operating conditions
- Operating instructions

If these conditions have not been expressly agreed upon between the Licensor and the Purchaser, they will be implemented by the Licensor at his discretion.

4. Delivery, risk of loss and acceptance

4.1. The Licensor delivers the software to the Purchaser in machine-readable form. The Licensor is entitled to deliver the version current at the time of delivery.

4.2. If no delivery date is agreed upon, the delivery will be scheduled by the Licensor according to the Licensor's usual delivery periods and the delivery date will be announced to the Purchaser. The delivery date can only be met if the Purchaser provides all necessary documents including specifications in full and meets his obligations to cooperate.

4.3. If the software in the possession of the Purchaser is completely or partially damaged or accidentally deleted, the Licensor will provide a replacement against separate invoicing within the scope of availability and reasonableness.

4.4. If an acceptance test has been agreed upon for the software, the software is available to the Purchaser free of charge during a one-week test period.

4.5. The software shall be deemed accepted if

- the Purchaser confirms compliance with the contractual specifications; or
- the Purchaser does not report gross defects in writing within the test period; or
- the Purchaser actually uses the software after the end of the test period.

If no acceptance test is scheduled, the date of delivery shall be deemed the date of acceptance.

5. Warranty

5.1. According to the current state of the art, malfunctions of computer programs and systems can occur even when the utmost care is taken and their rectification cannot be guaranteed in every case. If POS specifies system requirements and/or installation conditions, they have been compiled with the utmost care. However, due to the technical imponderables that nevertheless exist, no warranty can be given that the software will always function without errors, even if the system requirements and installation requirements are adhered to.

5.2. POS provides a warranty for the contractual object in accordance with §§ 922ff Austrian General Civil Code (ABGB) and the conditions specified here. Furthermore, POS guarantees that contractual use of the contractual object by the Purchaser does not infringe the rights of third parties. The fact that a defect exists, whereby a material defect must in any case be reproducible, shall under any circumstances be proved by the Purchaser; the presumption of defectiveness according to § 924 Austrian General Civil Code (ABGB) shall not apply.

5.3. With regard to all services provided by POS in the execution of this contract, the Purchaser has a duty to inspect and notify POS of defects in accordance with § 377 of the Austrian Commercial Code (UGB), otherwise the legal consequences specified therein shall apply. In any case, the Purchaser must notify POS in writing of any impairment of performance.

5.4. In the case of material defects POS has, in any case, the option of improvement (rectification or supplement of what is missing) or replacement; for this purpose POS will, at its

discretion, either provide the Purchaser with new, defect-free software or remedy the defect directly at the Purchaser's premises; remedy of the defect is also deemed to be if POS shows the Purchaser reasonable options to avert the consequences of the defect (reasonable workaround).

5.5. Even in the case of defects of title, POS has, in any case, the option of providing warranty by improvement; POS will, at its discretion, provide the Purchaser with a legally unobjectionable opportunity to use the contractual object within the scope of this contract or a replaced/modified equivalent contractual object (reasonable workaround).

5.6. Within the scope of the warranty, the Purchaser must accept a new or modified contractual object if the contractual scope of functions is retained and acceptance does not lead to significant disadvantages, which must be proven by the Purchaser (so-called reasonable workaround). Under no circumstances shall the warranty obligation include the reimbursement of costs for a substitute performance by third parties initiated by the Purchaser.

5.7. After two failed attempts of improvement, the Purchaser shall be entitled to set a reasonable period of grace for the correction of faults. In doing so, he must expressly state in writing that he reserves the right to demand a price reduction in the event of another failure or – unless the defect is minor – to alter the contract. If this improvement also fails, the Purchaser is entitled to reduce the consideration (price reduction) or withdraw from the contract. In the event of a minor defect, withdrawal from the contract is excluded, whereby the Purchaser must prove that the defect is not a minor one. For consequential damages and/or recovery costs and the like, point 7.3 shall apply accordingly.

5.8. If third parties assert claims that prevent or hinder the Purchaser from using the contractual object in accordance with the contract, the Purchaser must inform POS immediately and comprehensively in writing. If the Purchaser is sued by a third party due to the use of the contractual object, the Purchaser must coordinate all steps in this context with POS and shall only take legal action, in particular acknowledgment and settlements, with the consent of POS. In this context POS is obliged to indemnify and hold the Purchaser harmless unless the claims

are based on the Purchaser's conduct in breach of obligations; in this case the Purchaser must indemnify and hold POS harmless.

5.9. The limitation period for all warranty claims is six months and begins with completion of the installation.

5.10. If POS provides services, e.g. for troubleshooting or debugging, without any defect being present, POS may charge an appropriate fee for such services. This applies in particular to defects that cannot be proven/reproduced or are not attributable to POS or for expenses incurred due to the fact that the Purchaser has not fulfilled his contractual obligations.

5.11. If the Customer interferes with the delivered software or the results of the service provided, either independently or by means of a third party, any warranty claim shall become void.

6. Copyright and industrial property rights

6.1. The Licensor shall support the Purchaser in defending against all claims based on the fact that software used in compliance with the contract violates an industrial property right or copyright effective under Austrian law. The Purchaser shall immediately notify the Licensor in writing and, in the event of a lawsuit, notify the Licensor of any such claims made against him.

6.2. If claims arising from the infringement of industrial property rights or copyrights are asserted for which the Licensor is responsible, the Licensor may modify or replace the Software or obtain a right of use at his own expense. If this is not possible with reasonable effort, the Purchaser has the right to immediate termination of the contract.

6.3. Herewith all claims of the Purchaser with regard to the infringement of industrial property rights or copyright are conclusively regulated under exclusion of any further obligation of the Licensor.

7. Liability

7.1. POS is liable for damages, insofar as intent or gross negligence can be proven, within the framework of the legal regulations. The burden of proof lies with the Purchaser. Liability for minor negligence shall be excluded.

7.2. In any case the amount of compensation is limited to the order value. Depending on the remuneration contract, the order value corresponds to the one-time fee or, in the case of ongoing fee, the agreed annual fee.

7.3. Compensation for consequential damages, financial losses, lost profits, savings not realized, loss of interest and damages from third-party claims shall be excluded in any case.

7.4. POS is only liable for damages caused by its assistants or employees in accordance with § 1313a Austrian General Civil Code (ABGB) to the extent that the damage was caused by an act that was unavoidable in order to fulfill the contractual obligations, grossly negligent or intentionally.

7.5. The Purchaser alone is responsible for data security and the regular creation of backup copies. The Licensor does not assume any liability for damage of the Purchaser's data caused by the delivered software.

8. Billing and payment conditions

8.1. All prices are based on the costs at the time of the initial price quotation. Should costs increase up to the time of delivery/service provision, POS is entitled to adjust prices accordingly.

8.2. If a one-time user fee is agreed upon - this can occur instead of or in addition to current user fee - this is due immediately upon delivery, unless otherwise agreed upon.

8.3. In the case of orders that include divisible services (e.g. realization in partial steps) POS is entitled to issue an invoice after each partial service and to demand payment.

8.4. All fees are due from delivery or from the beginning of the service provision. Unless otherwise agreed in writing, all invoiced amounts are due immediately upon presentation of the invoice and shall be payable within fourteen days without any deductions. After expiry of this period, the Customer shall be in default.

8.5. Default interest will be charged for all liabilities of the Customer in accordance with § 456 of the Austrian Commercial Code (UGB). POS reserves the right to prove and claim higher damages caused by delay. Furthermore, in the event of any delay in payment, POS is entitled to refuse further services and deliveries.

8.6. If an ongoing user fee is agreed upon, then, in the absence of any other agreement, invoicing shall take place annually in advance. Unless otherwise agreed, the user fee is subject to a price adjustment to the extent of a percentage change in the CPI 2015 in the respective year. The effective date for the calculation of the price adjustment is always the first of January. The user fee is payable from the day of acceptance or delivery.

8.7. All prices are net plus value added tax.

9. Property and restrictions

All property rights, copyrights and other protective rights to the programs remain with POS and with POS's Licensors. The same applies to everything that POS develops as a result of services and that is provided to the Customer within the framework of the agreement between the Customer and the respective sales partner. The Customer may not remove or change any marks or other notes contained in the programs relating to the property rights of POS or third parties. Furthermore, the Customer is not permitted to make the programs or any deliverables

resulting from services available to third parties in any way whatsoever for use in their business activities.

10. Contractual penalty

If the Purchaser infringes the Licensor's industrial property rights and copyrights with regard to the delivered software, the Licensor shall be entitled to demand a contractual penalty not subject to judicial mitigation in the amount of five times the agreed remuneration. Any further claims for damages remain unaffected.

Maintenance and support conditions of POS Solutions GmbH

Version 09/2019

1. Subject of the Contract

1.1. These terms and conditions apply to the conclusion of maintenance contracts for maintenance and support services (together “Software Maintenance Services”) provided by POS Solutions GmbH (hereinafter “POS”) to the Customer (hereinafter “Customer”).

1.2. All POS Software Maintenance Services are limited to the POS license software units installed at the Customer's premises on a specific hardware or virtual system environment and in accordance with the agreed system requirements. Furthermore, the Software Maintenance Services are limited to the agreed number of program users and/or transactions.

2. Service Specification

2.1. POS exclusively commits itself to the following maintenance and support services:

- Adaptation of the license software to legal changes, as far as these concern functions of the license software defined in the respective documentation;
- Distribution of improvements of the license software (software update service);
- Elimination of reproducible malfunctions of the license software and the documentation provided. In order to eliminate the malfunction, POS is entitled to provide a reasonable way to circumvent the malfunction or a reasonable alternative solution. Malfunctions which only slightly or not at all affect the use of the license software will be rectified, if necessary, within the framework of a new software update provided by POS to the Customer at reasonable intervals. As far as possible, POS will solve malfunctions remotely. For this purpose, the Customer shall provide POS with online access to the software maintained by POS, if required. Only if this is not possible can the Customer request maintenance services on site;

- Application support with regard to the software products purchased by the Customer (support services), namely the provision of information and instructions on the operation of the software and the answering of questions from users in connection with the software.

2.2. It is noted that POS only owes “Third Level Support” with regard to software maintenance services. The Customer is obliged to set up a “First Level Support” and a “Second Level Support” himself or to commission a third party to carry out such activities. The first point of contact for software problems is First Level Support. If the problem cannot be solved by First Level Support, contact Second Level Support. IT specialists of the Customer or a third party commissioned by the Customer shall provide this. Only when a problem exceeds the know-how or technical capabilities of First Level and Second Level Support of the Customer or the Customer's service provider, will malfunctions / problems be forwarded to the Third Level Support of POS. Any tickets whose solution requires intervention in the program code are also forwarded to the Third Level Support. Third Level Support is provided by employees of the Licensor's software development department and represents the highest escalation level within the maintenance and support organization.

2.3. The following services in particular are not covered by maintenance and support contracts:

- Provision of software upgrades (software versions that have significantly enhanced functionality or a changed architecture and numbering of the major release number);
- Consulting in all questions concerning the use or application of the license software;
- Consulting regarding license software environment (e.g. network parameters, modem settings, file transfers, interfaces, hardware, operating system, utilities, etc.);
- Help with the creation of definitions, parameterizations and other work concerning the use of the license software in the Customer's company;
- Retraining and training of new employees of the Customer;
- Adaption of the software to changes in hardware, operating system or database system versions;
- Transmission of application and user experiences from the entire circle of users;

- Services resulting from changes to the operating system, hardware and/or changes to mutual program-dependent software components and interfaces not covered by the contract;
- Individual program adaptations or reprogramming;
- Elimination of faults and errors caused by force majeure, misuse or improper handling of the software;
- Elimination of viruses, worms and similar software anomalies and the damage they cause;
- Loss or damage caused directly or indirectly by actions or omissions during operation by the Customer, user or third parties;
- Data conversions, database recovery and interface adaptations.

2.4. The services according to point 2.3. can be commissioned separately by the Customer. If it should prove in retrospect that the Customer has made use of POS services in accordance with point 2.3. without a separate order (e.g. errors and malfunctions occurring due to incorrect description), POS is entitled to invoice the Customer for the costs incurred in accordance with its current price list based on actual expenditure.

2.5. All individual services resulting from maintenance and support contracts are divisible. There is no correlation between the services to be provided by POS under maintenance and support contracts and services provided by POS under other contracts.

3. Obligations of the Customer

3.1. The services of POS require timely cooperation with the Customer. The breach of this duty to cooperate may make it impossible for POS to meet its obligations and releases POS from its contractual obligations.

3.2. The Customer is obliged to install the last version of the license software delivered by POS. If the Customer fails to do so, POS is released from its service obligations until the Customer has completed the proper installation.

3.3. The Customer shall support POS in its software maintenance services, in particular by providing free of charge employees, work rooms, hardware and software, data and telecommunication facilities as well as test and real data.

3.4. The Customer shall immediately notify POS in detail and in writing of all errors and faults occurring during the use of the license software. The Customer shall name a technically competent contact person who is familiar with the license software. On-site software maintenance services are to be carried out on a date mutually agreed upon.

3.5. The Customer must comply with the system requirements specified by POS for the last software version delivered. If new license software versions require changes, additions or other interventions in databases, POS will provide supporting software. The Customer shall be responsible for carrying out the work in question.

3.6. By training his staff, the Customer shall avoid POS being requested for software maintenance assignments when only operating errors have occurred. Otherwise POS has the right to charge additional fees according to point 6.2.

4. Error Classes, Reaction and Bug Fixing Times, Working Hours

4.1. Depending on which of the following error classes is present, the following reaction and bug fixing times apply.

4.2. Error class 1 (critical) applies if an economically justifiable use of the POS software according to the technical specification is not possible or the error has a serious impact on the functions of the software. In the event of such an error, and provided that the error is properly reported, POS will respond within three hours during working hours. If no commercially reasonable circumvention measures are possible, POS will provide a hotfix during working hours within 48 hours.

4.3. Error class 2 (serious) applies if an economically justifiable use of the software is significantly restricted or impeded according to the technical specification. If such an error occurs, and provided the error is properly reported, POS will respond within ten hours during working hours and will provide a hotfix within 96 hours during working hours. POS will fix such errors in an interim release as soon as possible.

4.4. Error class 3 (light) applies if the functionality of the software is only slightly impaired according to the technical specification and an error does not have a significant effect on the functionality of the entire software. In the event of such an error, and provided that the error is properly reported, POS will respond within 24 during working hours. POS will fix such errors during working hours within the planned release deliveries.

4.5. The allocation of errors to the above-mentioned classes is done by mutual agreement. The burden of proof for the existence of an error of a higher class than those established by POS lies with the Customer.

4.6. If the error occurs after working hours or if POS is indicated as outside of working hours, the reaction and bug fixing time is calculated from the beginning of the working hours of the next workday. Working hours are considered to be workdays in Austria from Monday to Friday in the period from 09:00 to 17:00 (CET). Public holidays in Austria are not considered workdays.

5. Updates, Bug Fixes, Upgrades

5.1. Unless expressly agreed otherwise, older program versions of POS are only serviced over a period of three years. Bug fixes regarding error messages of the Customer are therefore only carried out for software versions that are not older than three years.

5.2. Updates are offered by POS as downloads or in other suitable manner. Unless expressly agreed otherwise, the installation of updates is to be carried out by the Customer himself and is his sole responsibility.

5.3. If an update for a POS software is classified as a security update, the Customer is obliged to carry out the update. POS is exempt from any liability if the Customer does not carry out such security updates.

6. Remuneration

6.1. Unless expressly agreed otherwise, the remuneration for the Software Maintenance Services listed under points 2.1. and 2.2. is based on the POS price list valid at the time of the quotation. This fee is invoiced annually in advance and is due immediately upon receipt of the invoice, unless otherwise agreed upon.

6.2. Additional services (especially those according to points 2.3., 2.4. and 3.6.) are charged according to the POS price list valid at the time of their provision. If POS staff are unable to continue the fulfilment of the contract due to the Customer's delay in fulfilling his obligations to cooperate, POS will attempt to deploy their staff elsewhere. If this is not possible, idle times are charged as working time. The fee for these additional services will be invoiced monthly in arrears and is due immediately upon receipt of the invoice, unless otherwise agreed upon.

6.3. The costs for travel, daily and overnight allowances will be charged separately to the Customer. Travel time is considered working time.

6.4. All prices shall be net in euros plus statutory value added tax and any expenses and dues.

6.5. All prices are secured in value and are linked to the CPI 2015. The price adjustment takes place annually per first of January. Any further price adjustments will be announced by POS at least three months in advance. Should the Customer refuse to accept such an adjustment, he shall be entitled to terminate this contract. If he fails to terminate the contract

before the price adjustment comes into effect, this shall be considered as a consent by the Customer.

6.6. The Customer's right to compensation or retention is excluded. The assignment of claims and demands of the Customer is only permitted with the written consent of POS.

6.7. For all liabilities of the Customer, default interest will be charged for the duration of the default in accordance with § 352 Austrian Commercial Code (UGB). POS reserves the right to prove and claim higher damages caused by delay. In the event of delayed payment POS is entitled to refuse to provide further services and deliveries.

7. Duration of the Agreement and Termination

7.1. The Maintenance and Support Contract shall commence upon installation of the license software and shall be concluded for the respective duration specified in the software license and maintenance contract. It shall be extended for a further year at a time unless one of the parties gives three months' notice of termination with effect from the end of the respective contract year.

7.2. The right of extraordinary termination remains unaffected for all parties. An important reason shall be deemed to be, in particular, any serious breach of contract by the other party, unless the contractual condition is restored within a reasonable period of grace and all damages arising therefrom are compensated.

7.3. POS also has the right to extraordinary termination in the following cases:

- Initiation of insolvency proceedings against the Customer's assets or if an application for the initiation of such proceedings is rejected due to a lack of sufficient assets.
- If the Customer interferes with the POS license software himself or through third parties without the express consent of POS.
- Copyright infringements by the Customer of the POS license software.

7.4. All terminations shall be in writing.

8. Warranty

8.1. When providing Software Maintenance Services POS shall be responsible for a professional effort and careful performance. However, due to the current state of the art, POS cannot assume any guarantee for the results of the software maintenance work carried out or that all software or data errors can be corrected.

8.2. POS also accepts no liability for errors, malfunctions or damage caused by improper operation, contamination with computer viruses, the use of unsuitable organizational means and data carriers, deviations from the installation as well as storage conditions and transport damage.

8.3. Events of force majeure shall entitle POS to postpone the fulfillment of software maintenance services for the duration of the hindrance and for a reasonable start-up time. Strikes, lock-outs and similar circumstances that make it significantly more difficult or impossible for POS to provide its services shall be deemed equivalent to force majeure.

9. Liability

9.1. POS is liable for damages, insofar as intent or gross negligence can be proven, within the framework of the legal regulations. The burden of proof lies with the Purchaser. Liability for minor negligence shall be excluded.

9.2. Compensation for consequential damages, financial losses, lost profits, savings not realized, loss of interest and damages from third-party claims shall be excluded in any case.

9.3. In any case the liability is limited to the agreed annual fee.

9.4. POS is only liable for damages caused by its assistants or employees in accordance with § 1313a Austrian General Civil Code (ABGB) to the extent that the damage was caused by an act that was unavoidable in order to fulfill the contractual obligations, grossly negligent or intentionally.

9.5. The Customer alone is responsible for data security and the regular creation of backup copies. POS does not assume any liability for damage of the Customer's data caused by Software Maintenance Services.