

SUBSCRIPTION AGREEMENT FOR HANSAWORLD SERVICES

No.

IMPORTANT - PLEASE READ THIS CAREFULLY THE USE OF HANSAWORLD SERVICES IS SUBJECT TO RECURRING MONTHLY PAYMENTS

This Subscription Agreement for HansaWorld Services ("the Agreement") is a legal agreement between you as a sole trader, company or organisation ("the Subscriber") and HansaWorld distributor who is providing the HansaWorld Services (hereinafter "HW") in respect of the HansaWorld services rendered through the respective computer system and allowing the Subscriber to use certain functions, allowing the Subscriber to store and process Subscriber's data and other HansaWorld Software related services ("the Services"). The use of Services requires the Subscriber to have a valid End-User Licence Agreement for HansaWorld Software allowing the Subscriber to access and use the Services for processing of Subscriber's data and receive other Services as defined herein.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY ANY OTHER SIMILAR MEANS IN THE SERVICES INTERFACE OR AT OUR WEBSITE WHICH REFERENCES THIS AGREEMENT OR BY DOWNLOADING OR STARTING THE USE OF THE SERVICES, OR BY TAKING ANY AFFIRMATIVE ACTIONS SUCH AS BUT NOT LIMITED TO PAYING THE SUBSCRIPTION FEE FOR THE SERVICES YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, IF YOU DO NOT UNDERSTAND, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. SUCH ENTITIES AND ITS AFFILIATES SHALL ALSO BE CONSIDERED TO AGREE TO THE TERMS OF THIS AGREEMENT AND TO BE BOUND BY THEM BY TAKING ANY AFFIRMATIVE ACTIONS SUCH AS BUT NOT LIMITED TO PAYING THE SUBSCRIPTION FEE FOR THE SERVICES.

If you have any doubt regarding any of the provisions of this Agreement please seek professional legal advice before accepting it.

Particular attention should be paid to the limitation and exclusion of liability clauses in this Agreement.

1. Commencement

1.1 This Agreement comes into force from the moment you accept the agreement as described above or the Services are used for the first time, whichever is earlier.

2. Definitions

2.1 Documentation

Shall mean all and any electronic and written aids and descriptions developed by HW in relation to the Services, for which the Subscriber has paid a Subscription Fee for the right of use of such Services from time to time, and any descriptions developed by HW in relation to the Services or the Software used to provide access to the Services.

2.2 Services Enabler Keys or Enabler Keys

Shall mean the files, codes or computer messages which, like a key, enables the Subscriber to access and use the Services.

2.3 Hardware

The equipment used by the Subscriber to receive the Services.

2.4 HW Group

Shall mean the legal entities belonging to the HW group of companies.

2.5 Internal Users

Shall mean employees or contractual workers for the Subscriber or for Sub-Subscriber which have been authorized by the Subscriber to use the Services in their work for the Subscriber or for Sub-Subscriber, and for which the Subscriber has paid the respective Subscription fee for the right of use of the Services.



2.6 The Agreement

Shall mean this Subscription Agreement for the HansaWorld Services.

2.7 Subscription Fee

Shall mean the initial and/or periodical, normally monthly subscription fee that the Subscriber is required to pay for the right to use the Services.

The Subscription Fee, as specified in HansaWorld prevailing price list, is payable in advance for the next subscription period, normally one calendar month, unless otherwise stated in the Services pack description, HW prevailing Price list and/or invoice issued by HW. If the month is less than a full calendar month, the fee is not reduced or prorated.

2.8 Remote Support

Shall mean remote support regarding the Services (e.g. telephone support) that HW or HW partner provides.

2.9 Software

Shall mean the HansaWorld Software the right of use of which the User acquired under the End-User Licence Agreement for HansaWorld Software and which is used to access the Services.

2.10 Services pack description

Shall mean the basic description of the different Services which provide access to and/or enable different data processing functions, modules and/or number of Users entitled to use the Services included in the Service pack which HW makes available for subscription. The Service pack description is normally published at the HW web site as a part of HansaWorld Services prevailing Price List or separately, in the interface making the Services available to use or in the third party's environment which is being used for the distribution of the Services. Services pack description shall not be considered as the legally binding specification of the Services and functions.

2.11 Sub-Subscribers

Shall mean all third parties for which the Subscriber has acquired and paid for the right of use of certain Services. Such third parties are persons who or entities which are not Internal Users (such as, but not limited to, the Subscriber's affiliates, partners, customers and suppliers).

2.12 System

Shall mean the Services, software environment and interface making the Services available to use, including but not limited to HansaWorld Software providing the access to the Services and functions, together with hardware, third party software and most importantly the Subscriber's data and the Subscriber's unique settings.

2.13 Territory

Shall mean the territory where the HW distributor providing the Services is registered.

2.14 Updates

Shall mean new versions of the Services which HW may from time to time release and/or make available for subscription.

2.15 Use of the Services

Shall mean any and all means of the activities and/or interactions with the System such as, but not limited to, downloading, installing, opening, viewing, testing, copying the related Software and Services interface, entering data into the Services environment, entering and/or processing real data.

2.16 Applicability of Defined Terms

2.16.1 Where the context so admits, any reference to the singular includes the plural, any references to the plural includes the singular, and any reference to one gender includes all genders.

2.16.2 In this Agreement, a reference to a Clause is a reference to a Clause in this Agreement.

2.16.3 The Headings of this Agreement are for convenience only and shall not constrain or affect its construction or interpretation in any way whatsoever.

3. Scope of the Services

3.1 Free Trial

- 3.1.1 Upon registration for a free trial, if such free trial of the Services is provided, HW may make some of the Services either in full or in part available to the Subscriber on a trial basis free of charge until the earlier of (a) the end of the free trial period specified in the Services Pack description or HW web page for which the Subscriber is registered or is registering to use the applicable Services or (b) the start date of subscription to the Services. Additional trial terms and conditions may appear on the trial registration web page or in the Services pack description. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Terms and conditions of this Agreement with special conditions stated in Clause 3.1 apply also during the trial period.

ANY DATA THE SUBSCRIBER ENTERS INTO THE SYSTEM, AND ANY CUSTOMIZATIONS MADE TO THE SYSTEM BY OR FOR THE SUBSCRIBER, DURING USER'S FREE TRIAL PERIOD WILL BE PERMANENTLY LOST UNLESS THE SUBSCRIBER SUBSCRIBES TO THE SAME SERVICES AS THAT COVERED BY THE TRIAL, SUBSCRIBES TO THE UPGRADED SERVICES, OR EXPORT SUCH DATA FROM THE SYSTEM, BEFORE THE END OF THE TRIAL PERIOD. THE SUBSCRIBER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SYSTEM THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF THE SUBSCRIBER SUBSCRIBES TO THE SERVICES THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, THE SUBSCRIBER MUST EXPORT IT'S DATA FROM THE SYSTEM BEFORE THE END OF THE TRIAL PERIOD OR IT'S DATA WILL BE PERMANENTLY LOST.

DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY.

The Subscriber shall review any available Documentation (e.g. manuals, training materials, demos etc) as well as test the Services and the System during the trial period so that the Subscriber becomes familiar with the features and functions provided as well as finds it appropriate for itself and becomes familiar with the applicable fees and evaluates its material situation before the Subscriber starts the subscription to the Services. Should the Subscriber find the available Documentation, Services Pack description(s) not enough or the Free Trial Period not long enough for making a decision either the Services fit the purpose of the Subscriber and meet it's expectations, or to become fully familiar with the features and functions of the Services or to find out that applicable fees and terms are appropriate for the Subscriber, the Subscriber must not subscribe to the Services.

3.2 Right to use the Services

- 3.2.1 Upon subscription to the Services, HW grants to the Subscriber a non-assignable, non-transferable and non-exclusive possibility (right) to access and use the Services in the configuration agreed between the Subscriber and HW and/or stated in the Services pack description subject to the applicable Subscription Fee being paid for and the Subscriber fulfils its obligations under the present Agreement. The granted right to use the Services is only for a limited term of one calendar month on monthly subscription basis unless otherwise specifically agreed between HW and the Subscriber. The subscription term is renewing automatically for additional periods equal to the expiring term, unless terminated as provided herein. For the purposes of convenience and ease of understanding, monthly subscription by the Subscriber may also be referred to as "Subscription for the Services".
- 3.2.2 The Subscriber is granted the right to use the current distribution version of the Services at commencement of this Agreement or at the starting date of each renewal period as stated in the Clause 3.1.1 of the present Agreement whichever is later. Earlier versions of the Services can only be used on express agreement with HW.
- 3.2.3 HW reserves all rights not expressly granted to the Subscriber in this Agreement.

3.3 Subscription Fee and Payments

- 3.3.1 The Subscriber shall pay the Subscription Fee for the use of the Services and/or different types of the Services packs which the Subscriber is subscribed to in advance for the next subscription period and the amount of the Subscription Fee determined by HW's prevailing Price list is paid. The Subscription Fee is based on the Services and/or Services pack the Subscriber is subscribed to and not actual usage. Payment obligations are noncancellable and fees paid are non-refundable. The number of users and/or the Services pack configuration the Subscriber is subscribed to cannot be decreased/downgraded during the relevant monthly subscription term. Subscription fee is based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, Subscription Fee for additional users and/or additional Services added during a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.
- 3.3.2 There may be Initial subscription fee for some types of the Services, Services pack and such initial subscription fee shall be determined by HW's prevailing Price list. In case of termination of the present agreement by the Subscriber or HW no matter the reason of such termination as well as in any other event this Initial subscription fee is noncancellable and non-refundable. It is the Subscriber's own obligation in accordance with the terms of this Agreement and in particular it's Clause 3.1 to review any available Documentation (e.g. manuals, training materials, demos etc), if any, as well as test the Services during the trial period if such trial period is provided and becomes familiar with the features of the Services and functions available as well as finds it appropriate for itself and becomes familiar with the applicable fees and evaluates its material situation before the Subscriber starts the subscription to the Services and pays any initial and/or periodical subscription fee(s).

- 3.3.3 In case the payment of the Increased First subscription fee gives the Subscriber the right to a reduced recurring periodical subscription fee in future the reduction will be for a maximum of 60 (sixty) calendar months unless otherwise agreed with HW in writing or expressly announced by HW in HW's prevailing Price list or Services Pack description which were in force at the date of the payment of such Increased First subscription fee. Any further subscription payments following the reduction will be per HW's prevailing Price list.
- 3.3.4 HW is entitled to unilaterally change the prevailing Price list and/or Services pack description by putting notification of such change at HW website or in the third party's environment which is being used for the distribution of the Services at least one month prior to such change. If HW exercises this right, the Subscriber has the right to terminate this Agreement with immediate effect and to ask for a reimbursement of any Subscription Fee paid in advance for the period exceeding 3 (three) months from the date of such termination or to opt for the keeping the previous Subscription fee rate fixed on condition that the Subscriber shall not be eligible for any upgrade and update of the Services and if such option is provided by HW ("the Previous Subscription fee"). The Previous subscription fee may be adjusted annually by HW in accordance with the Consumer Price Index change in the territory where the Subscriber is registered and/or uses the Services. The Subscriber must notify HW in writing about the decision to terminate the Agreement under this Clause 3.3.4 during 30 (thirty) calendar days from the date when the Price list and/or Services pack description had been changed or Price list and/or Services pack description change had been notified as described in this Clause 3.3.4 whatever is earlier.
- 3.3.5 The Subscriber shall provide HW with and maintain a valid and updated credit card information, or shall provide HW with and maintain a valid purchase order or alternative document reasonably acceptable to HW. If the Subscriber provides credit/debit card information to HW, the Subscriber hereby authorizes HW to charge such credit/debit card for the Services the Subscriber is subscribed to for the Initial Subscription fee, Subscription Fee for the initial subscription term and any renewal subscription term(s) until the subscription is terminated in accordance with terms and conditions of this Agreement. Such charges shall be made in advance, either monthly or in accordance with any different billing frequency stated in the applicable Services pack description or HW prevailing Price list. If method of payment specified and/or agreed between the Subscriber and HW is other than a credit/debit card, HW will invoice the Subscriber in advance either monthly or in accordance with any different billing frequency stated in the applicable Services pack description or HW prevailing Price list or HW invoice. Unless otherwise stated in the HW invoice, invoiced charges are due net 30 (thirty) days from the invoice date. The Subscriber is responsible for providing a complete and accurate billing and contact information to HW and notifying HW of any changes to such information. HW takes no responsibility if any credit/debit card charge is not authorised or declined by the credit/debit card issuer or any third party or the invoice payment is delayed and/or declined by any third party.
- 3.3.6 The Subscriber's right to use the Services is suspended if the Subscriber has not duly fulfilled the payment terms for the Subscription Fee. HW will use its best efforts to keep the Subscriber's Services configuration and database available to be used again during 30 (thirty) days after the Subscription Fee is overdue subject to the Subscription Fee payment obligation is fulfilled. Should the Subscription Fee be overdue for more than 30 (thirty) days the Subscriber may be charged a fee according to the HW prevailing Price list for the possibility to renew the subscription subject to HW finds it possible to renew the subscription.
- 3.3.7 If any charges are not received from the Subscriber by the due date, then at HW discretion such charges may accrue late interest at the rate of 0.5% of the outstanding balance per day, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date the payment is received by HW.
- 3.3.8 Unless otherwise stated, HW fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). The Subscriber is responsible for paying all Taxes associated with any payments/subscriptions hereunder. Should HW have the legal obligation to pay or collect Taxes for which the Subscriber is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Subscriber, unless the Subscriber provides HW with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, HW is solely responsible for taxes assessable against it based on HW income, property and employees in the Territory of its registration. In case the Territory of registration of HW and the Subscriber are different the Subscriber is solely responsible for any Taxes associated with any payments/subscriptions hereunder which are assessable by any local, state, provincial, federal or foreign jurisdiction of the Subscriber.
- 3.3.9 The Subscription Fee unless otherwise specifically stipulated in the Services pack description or HW prevailing Price list does not include inter alia the following: (i) Original installation or installation of updates of the Software, System, and/or services; (ii) Remote Support; (iii) Consultations about the Software and Services; (iv) Assistance with problems caused by hardware or other software; (v) Restoring of lost data; (vi) Education and seminars; (vii) any other services not expressly stated in the respective Services pack description or HW prevailing Price for the Services the Subscriber is subscribed to.

3.4 Users and configuration

- 3.4.1 The Subscriber is granted the right to use the Services for the number of users and in configuration described in the Services Pack description or HW's prevailing Price List for which the Subscriber is subscribed for and duly paying the Subscription Fee for. The Subscription Fee is subject to the HW prevailing Price list, Services pack configuration and Services pack description, and the terms of the present Agreement.
- 3.4.2 Subject to the terms and conditions of the present Agreement and specifically Clause 3.4.1. the Subscriber is granted the right to use the Services for the following users: (i) All Internal Users of the Subscriber; and (ii) Sub-Subscribers and their Internal Users,

but only for the purpose of accessing and modifying the Subscriber's or Sub-Subscriber's data. Thus, the Subscriber shall have no right whatsoever to allow such Sub-Subscribers or Internal Users of Sub-Subscriber to use the Services for processing of any other parties' data. Apart from the situations stated in this Clause 3.4.2, the Subscriber shall have no right to grant access to the Subscriber's or any third party's data by means of the Services, the Software and the System.

3.4.3 To the extent that the Subscriber permits the Internal Users of the Subscriber, as stated in Clause 3.4.2, to access and use the Services and the System as stated in Clause 3.4.2, it shall be the sole responsibility of the Subscriber to ensure that the stated users do not violate the terms and conditions of this Agreement.

3.4.4 To the extent that the Subscriber permits Sub-Subscribers and their Internal Users, as stated in Clause 3.4.2, to access and use the Services and the System as stated in Clause 3.4.2, it shall be the joint responsibility of the Subscriber and the respective Sub-Subscriber to ensure that the Sub-Subscriber expressly agrees:

- (i) To be legally bound by the terms and conditions stated in this Agreement; and
- (ii) To be jointly and severally liable with the Subscriber for the fulfilment of the terms and conditions of this Agreement (which inter alia means that HW has a right of claim under this Agreement directly against the Sub-Subscriber); and
- (iii) To have no right of claim directly against HW under this Agreement. All claims under this Agreement must be made by the Subscriber.

3.4.5 Where the Subscriber and/or the Sub-Subscriber fails to fulfil the obligation stated in Clause 3.4.4, it shall be deemed breach of this Agreement, and such breach shall entitle HW to terminate this Agreement under Clause 9 and pursue all remedies available to it.

3.4.6 The Subscriber and the Sub-Subscriber shall be jointly and severally liable for the fulfilment of the terms and conditions of this Agreement by the Sub-Subscriber, including the Internal Users of the Sub-Subscriber.

3.5 Functions

3.5.1 The Services provided and the functions made available to the Subscriber under this Agreement are standard services provided "as is" and with all faults, and it shall be the responsibility of the Subscriber alone to ensure that the Services and the functions available by using the Services fulfil the User's requirements.

3.5.2 The Subscriber shall have the right to adjust or otherwise modify the Services and the Software used to provide the Services, including but not limited to the Application Code of the Software used for providing the Services to the extent that such adjustment or modification is required for the use of the Services stipulated in this Agreement, and to the extent that the Subscriber has acquired and paid for the certain Services providing tools to perform such adjustments or modification where this is allowed by HW.

3.5.3 In case the Subscriber subscribes to such Services which make the tools to make additions to the System possible, the Subscriber will refrain from making similar Services or programming code with similar functionality or functions or packs of the Services that HW is providing for subscription. In case this happens the Subscriber will pay HW the relevant Subscription Fee.

3.5.4 HW is entitled to revoke the right to use certain Services, if HW at its sole discretion finds security problems in this (these) version(s) of the Services or HW finds the cost of maintaining this (these) Services or Pack of Services unreasonably high. In such cases HW shall not be obliged to give any detailed explanations nor any notice period to the Subscriber. If HW exercises this right, the Subscriber has the right to terminate this Agreement with immediate effect and to ask for a reimbursement of any Subscription Fee paid in advance for the period exceeding 3 (three) months from the date of such termination. Initial Subscription Fee is noncancellable and not reimbursable.

3.5.5 During the time of validity of this Agreement HW can, in its sole discretion, update or modify the Services or Services packs by adding functions or taking away functions available for Subscribers of certain Services, correcting errors in the functions available through the use of Services and in the Software used for providing the Services, etc. In case HW exercises the right to take away certain functions and these functions are essential the Subscriber has the right to terminate this Agreement with immediate effect and to ask for a reimbursement of any Subscription Fee paid in advance for the period exceeding 3 (three) months from the date of such termination.

3.5.6 HW makes the best effort to document the basic functions available for the users of Services in the online Documentation and/or in printed material. HW shall make no representation that this Documentation is complete or correct.

3.6 Communication Functionality

3.6.1 In case the Services make a communication (e.g. telephony, voice communication, video communication, written electronic communication) function available to the Subscriber HW does not guarantee that the Subscriber can communicate without disruptions, delays or communication-related flaws. HW shall not be liable for any such disruptions, delays or other omissions in any communication experienced when using the Services.

3.6.2 The Subscriber acknowledges and understands that the content of the communication spread by the use of the Services is entirely the responsibility of the person and/or entity from whom such content originated. HW is not liable for any type of communication spread by means of using the Services. The Subscriber is obliged to comply with any applicable laws concerning inter alia mass electronic mailing, auto-dial and similar and HW is not liable for any violations of applicable laws the Subscriber may commit. In case the Subscriber violates this obligation it will indemnify HW against all and any claims resulting from such actions of the Subscriber, it's employees, directors and agents.

3.7 Hosting Functionality

3.7.1 In case the Services make available for the Subscriber to use a data hosting functionality (i.e. providing data space on a server owned by HW or leased by HW from the third party or parties for storing Subscriber's data and/or Software) the Subscriber's data or/and the Software can be stored on a remote location (e.g. data centre, cloud) and not at the Subscriber's own server.

3.7.2 HW has a right to subcontract hosting to other parties provided that HW uses its best efforts to find and to choose, however at the HW own discretion, the most suitable partners who provide appropriate, in the opinion of HW, level of data safety and data transmission safety.

3.7.3 The Subscriber acknowledges that HW exercises no control whatsoever over the content of the information passing through its or HW partner's sites and equipment and facilities used by HW to provide the hosting function to the Subscriber, and that it is the sole responsibility of the Subscriber to ensure that the information it transmits and receives complies with all applicable laws and regulations. In case the Subscriber violates this obligation it will indemnify HW against all and any claims resulting from such actions of the Subscriber, it's employees, directors and agents.

3.7.4 The Subscriber is obliged to ensure the availability of its own data at the Subscriber's location(s) in the very unlikely but still possible event where there is no access to the data stored at a remote location or the Subscriber's data at the remote location is lost (e.g. but not limited to the even of a natural or technological disaster, events beyond HW direct control, disruption of the normal way of rendering the related services by the third parties etc.). The Subscriber is solely responsible for taking appropriate measures (e.g. but not limited to producing a daily or, depending on the Subscriber's business specifics, an hourly back-up of the Subscriber's data and storing it at the Subscriber's location as well as producing a printed hard copy of the needed parts of the Subscriber's data on a regular basis) to ensure that the disruption of the availability of the access to the Subscriber's data at the remote location or loss of the Subscriber's data at the remote location could have only potential and short term negative effect on the Subscriber's business as well as will not result in any direct or indirect damages which would exceed an actual amount of the Subscription Fee paid for the respective subscription period.

3.7.5 The Subscriber acknowledges that HW exercises no control whatsoever over the measures the Subscriber is obliged to take under the Clause 3.7.4 and that it is the sole responsibility of the Subscriber to ensure that these measures are appropriate for restoring the System and fit for the purpose. The Subscriber's obligations under the Clause 3.7.4 and 3.7.5 are in force even if HW or it's partners are providing remote back-up services to the Subscriber.

3.8 Payment processing functionality

HW as a part of Services may provide only the interface facilitating the processing of the electronic payments and is not actually process the electronic payments. <to look at NetSuite>

3.9 Special provisions related to certain functionalities and services

HW is entitled at it's own discretion to make certain new or modified services available for subscription and there maybe special provisions and limitations of liability for such services and/or functionalities issued by HW from time to time and published at HW's website or in the interface making the Services available to use, or in the third party's environment which is being used for the distribution of the Services. It is sole responsibility of the Subscriber to make itself familiar and to agree to such special provisions and limitations of liability before starting to use the respective Services. These special provisions and limitations of liability become an inseparable part of this Agreement from the moment the Subscriber downloads the necessary software or start the use of such Services or takes any affirmative actions such as but not limited to paying the respective Subscription Fee for these Services, whatever is earlier. The Subscriber has no right to start using such Services before agreeing to the applicable special provisions and limitations of liability for such Services, if any. In case of any doubt regarding the existence of such special provisions the Subscriber shall contact HansaWorld Group Legal Department ("legal@hansaworld.com") and receive a copy of such provisions and limitations of liability or the official written confirmation of absence of such provisions and limitations of liability from HW before starting to use and/or subscribing to such Services.

3.10 External Components: Hardware and Third Party Software

3.10.1 In order to ensure that the Services made available to the Subscriber are capable of certain functions, the Subscriber needs appropriate and working computer equipment, compatible and functioning operating system and correctly installed required language support. Certain functions and Services require special third party software and hardware. It is the Subscriber's responsibility to ensure that it has the legal right to use such third party software and hardware and to install and test that these external components work together with the Software required for the use of Services. During updates and upgrades of HW Services or during replacement or upgrades of the external components extra care has to be taken to test that all functions work as expected.

3.10.2 Portions of the Software used for the provision of the Services to the Subscriber may utilise or include third party software and other copyrighted material. Acknowledgements, licensing terms and/or disclaimers for such material are contained in the "online" electronic documentation for the Subscriber, and the Subscriber's use of such material is governed by their respective terms.

3.11 Routines and Methods

3.11.1 The Subscriber is responsible for setting up, testing and documenting routines and methods for use of the Services, software and hardware, as well as for methods of supervision, changes, as well as methods of work and workflow.

3.12 Data Protection

Some jurisdictions place procedural demands on the processing and storing of data relating to persons and/or companies. It is the sole responsibility of the Subscriber to ensure that all necessary legal and/or formal procedures in respect of data protection are fulfilled, including any required registration procedures, in order to comply with data protection laws.

3.13 Problem Reporting

3.13.1 HW maintains an international problem reporting system. A website and an e-mail address is maintained and viewed by HW product managers on a regular basis. If a problem certain functions made available for the Subscriber through use of Services is repeatable using the latest English version and the test data supplied, and the problem is in the opinion of HW significant, HW will attempt to solve the problem in the next standard version of the Services.

3.14 Updates and Upgrades

3.14.1 The nature of Updates and Upgrades is that they are improvements and/or enlargements to the Services and/or Services packs, and that functions thus can be changed or removed compared to the version being replaced. It is the Subscriber's sole responsibility to ensure that an Update or Upgrade is fit for purpose and works together with the Subscriber's hardware and with the Subscriber's data. The Subscriber understands that newer versions of third party software and newer hardware might be required in order to use an Update or Upgrade.

3.14.2 In connection with the implementation of Updates, HW shall not represent or warrant that the Subscriber will be able to make full use of any adjustments or other modifications of the Services.

3.15 Data and Backups

3.15.1 The Subscriber is responsible for ensuring the appropriate data integrity and security in the System.

3.15.2 The Subscriber is solely responsible for making and keeping backup copies of the Subscriber's data, client part of the Software used for the provision of the Services and any other files and any data needed to restore the System.

4. Use for Illegal Purposes

4.1 The Subscriber is obliged to ensure that the Services are not used in such a way that would breach the applicable laws. The Subscriber will indemnify HW against all claims and losses arising from any such use and from any use that is not in accordance with the terms of this Agreement.

4.2 The Services may include the function which may be used to reproduce materials. The Subscriber is entitled to use the Services only for reproduction of non-copyrighted materials, materials in which the Subscriber owns the copyright, or materials the Subscriber is authorised or legally permitted to reproduce.

5. Limitation of Liability

5.1 In no event and no matter the circumstances shall HW be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (collectively "losses") (which for purposes of this Agreement shall be deemed to include, but not be limited to the loss of goodwill, or loss as a consequence of any kind of business interruption or cost of replacement system) arising out of or in connection with this Agreement or the use of Services or the Software used to access or use the Services even if HW was advised of the possibility of such losses and regardless of whether the cause of action is in contract or tort. Accordingly, the Subscriber cannot claim, demand or seek recovery from HW for any of the foregoing losses, and HW will not indemnify the Subscriber for such claims.

5.2 HW shall have no responsibility or liability in respect of any confirmations or promises given or representations made by third parties, including HW resellers, HW partners and external consultants, regarding the Services or the Software used to access or use the Services.

- 5.3 To the maximum extent permitted by applicable law, HW disclaims any liability for the rendered Services as a consequence of loss or damage to property which, in view of its nature, is normally intended for commercial use.
- 5.4 HW shall have no responsibility or liability for any adjustments or other modifications in the functions available through the use of Service, the Services and support performed by the Subscriber itself or provided by third parties or partners of HW. Further, HW shall have no responsibility for any defects and/or interruptions of the Services and the Software used to access and use the Services which are a consequence of external factors, including other software programs, or a consequence of the integration of or interaction between the software making Services available and the Licensee's own hardware and software environments.
- 5.5 In all and any event, no matter the circumstances, HW's total aggregate liability for loss or damage arising out of or in connection with this Agreement or the use or performance of the Services and the Software used to access the Services shall not exceed the amount of the Subscription Fee actually paid by the User.

6. Exclusion of Liability

- 6.1 The Services are provided "as is" and, to the fullest extent permitted by applicable law, HW makes no warranties or representations and accepts no conditions in relation to the Services. Accordingly, the User shall have no right to raise claims against HW if the Services contain inconveniences, and HW does not correct errors or inconveniences, or where the Services are not free of interruptions or errors.
- 6.2 Where any liability has been limited in this Agreement, such limitation shall have effect to the maximum extent permitted by applicable law. In some jurisdictions, mandatory, statutory legislation does not allow such exclusion or limitation of liability which may entail that the limitations stated herein do not apply to the Subscriber, either in whole or in part.
- 6.3 The express terms of this Agreement are in place of all terms and obligations implied law, custom or otherwise, all of which are excluded to the fullest extent permitted by applicable law.

7. Force Majeure

- 7.1 Neither party shall be held liable for any damage sustained by the other party as a direct or indirect consequence of the non-performing party being delayed, prevented or hindered in the performance of its obligations under this Agreement as a result of a force majeure situation. Force majeure situations include war and mobilization, catastrophes of nature, strikes, lock-out, fire, damage to production plant, import and export regulations, power shortages and other unforeseeable circumstances beyond the control of the party concerned.

8. Transfer

- 8.1 The Subscriber shall have no right to sell/rent/lend or in any other way transfer or assign the right to use the Services or any right or obligation under this Agreement to any third party without the prior written consent of HW. Where such consent is obtained, the transfer shall be executed according to general and Subscriber's specific guidelines for such transfer set by HW.
- 8.2 HW has the right to transfer its rights and obligations under this Agreement in whole or in part to another company within the HW Group or a third party, and the Subscriber hereby irrevocably agrees with such transfer.

9. Term and Termination

- 9.1 This Agreement continues until all Subscriber's subscriptions have expired or been terminated. Subscriber's subscriptions ordered and paid continue for the specified term (normally one month). Except as otherwise specified or agreed, all user subscriptions shall automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term.
- 9.2 This Agreement can be terminated by the Subscriber with immediate effect in the event of the change of the Price list (as provided in the Clause 3.3.4 hereof), in the event HW revokes the right to use certain version(s) of the Services packs (as provided in the Clause 3.5.4 hereof) and in the event HW exercises its right to take away functions and these functions made available through use of the Services are essential (as provided in the Clause 3.5.5 hereof)
- 9.3 In the event of the Subscriber's material breach of this Agreement, HW shall have the right to terminate Agreement with immediate effect by written notice to the Subscriber and be entitled to claim damages in this connection according to applicable law and pursue all remedies available to it.
- 9.4 HW can terminate this Agreement with immediate effect without prior notice if the Subscription Fee has not been paid within 30 days of the due date.
- 9.5 HW or the Subscriber can terminate this Agreement with immediate effect by giving written notice to the other party if that

party ceases to conduct its operation in the normal course of business or files or becomes subject to any kind of insolvency proceedings.

9.6 This Agreement does not limit HW rights to terminate the Agreement under the provisions of the law applicable to this Agreement.

9.7 Upon the termination of this Agreement, the Subscriber shall immediately cease using the Services.

9.8 **The Subscriber is aware that in case it is stipulated by mandatory, statutory legislation that the Subscriber is obliged to maintain accessibility to its accounting data after the Subscriber's rights to use the Services have terminated, it is the sole responsibility of the Subscriber to comply with such legislation. For this purpose the Subscriber may, while this Agreement is still valid, print out all required Subscriber's data and keep it archived in printed format or transfer the data to any other environment or use any other means that it considers suitable to fulfil such Subscriber's obligations.**

9.9 Upon termination of this Agreement, the Subscriber except as otherwise specified in Clauses 3.3.4, 3.5.4 and 3.5.5 is not entitled to any reimbursement of the Subscription Fee paid in advance. Any such reimbursement of the Subscription Fee paid by the Subscriber under the present Agreement shall be paid by HW if possible by the same payment method as the Subscription Fee was originally paid by the Subscriber during 30 (thirty) days after the termination notice issued by the Subscriber under the Clause 3.3.4, 3.5.4 or 3.5.5 is received by HW.

10. Validity and Severability

10.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties, and such provision shall not affect the legality and validity of the other provisions.

11. Survival Clause

11.1 Any terms of this Agreement which, by their nature, extend beyond the day this Agreement comes to an end shall remain in effect and thus bind the parties.

12. Waiver

12.1 If either party does not exercise, or delays exercising, a right or remedy provided by this Agreement or by law, that failure or delay will not amount to a waiver of that right or remedy by that party. The fact that a party does exercise a right or remedy provided by this Agreement or by law does not prevent that party from exercising that right or remedy again, or exercising another right or remedy.

13. Applicable Law and Jurisdiction

13.1 All and any disputes arising out of the application of this Agreement or otherwise related to this Agreement shall be governed by the laws of the Territory without regard to any choice of law principles, and shall, subject to Clause 15.2, be settled exclusively by the court where the HansaWorld distributor is situated. The parties expressly consent to the jurisdiction and venue of the said court and hereby waive all objections to the same.

13.2 Clause 15.1 does not prevent HW from seeking or obtaining injunctive relief or other extraordinary relief in any courts with jurisdiction. To the extent permitted by applicable law, HW may take concurrent proceedings for injunctive relief in any number of jurisdictions.

14. Consent to Use of Data

14.1 By signing this Agreement, the Subscriber hereby expressly accepts that any Subscriber specific information received from HW on the basis of the contractual relationship regulated by this Agreement, e.g. concerning the Services the Subscriber subscribed to, including Company Registration No., Nace codes, Name of Subscriber, Address, Tel. No., Fax No., E-mail Address, URL, Contact Name and the name of the Subscriber's supplier, may be used internally within the HW Group only for the purpose of internal administration of the subscription to the Services.

14.2 The Subscriber accepts that this Agreement establishes an ongoing relationship, where HW has the right and obligation to inform the Subscriber of possibilities regarding the Services that in the opinion of HW might be of interest or importance to the Subscriber. The HW might use pop-up messages in the Software used for accessing the Services and ads in its website, along with fax, mail, email and phone text messages to communicate such information to the Subscriber. If the Subscriber wishes not to receive such information in some or all of these media, the Subscriber has to specifically notify HW of it by writing to the corresponding e-mail or calling the support line indicated in the HW web-site.

14.3 The Subscriber agrees that HW may collect and use technical and related information, including but not limited to technical

information about the Subscriber's computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of the updates, support and other services to the Subscriber, and to verify compliance with the terms of this Agreement. HW may use this information, as long as it is in a form that does not personally identify the User, to improve HW Services or technologies to the Subscriber.

15. Confidentiality

- 15.1 Each of the parties shall treat as confidential information which comes into its possession as a result of or in connection with the performance of this Agreement, whether such information relates to the business, sales, marketing or technical operations of either party or the clientele of either party or otherwise, save that which is generally known or that is already in its possession other than as a result of a breach of this Clause or in the public domain.
- 15.2 Neither party shall, without the written permission of the other party, knowingly disclose such confidential information to a third party, unless otherwise required by law or in connection with the performance of the rights and obligations of the parties under this Agreement.

The Subscriber acknowledges that HW is a development company and that free flow of development ideas is a fundamental basis of HW business. Therefore the parties agree that any ideas obtained or received during the performance of the rights and obligations of the parties under this Agreement that generate development ideas is not considered confidential information.

For the avoidance of doubt, the Subscriber acknowledges that any discounts and/or special Subscriber's specific provisions and/or terms HW may offer to the Subscriber is strictly confidential and the Subscriber shall not, without the written permission of the other party, disclose such confidential information to a third party, unless otherwise required by law.

The operation of this Clause shall survive the termination of this Agreement.

16. Notices

- 16.1 Any notice of legal nature under this Agreement, such as inter alia Notice of Termination of this Agreement, shall be given by sending it by registered post to other party's registered office.
- 16.2 Any notice of informative nature which has no legal consequences can be given also by sending it by facsimile transmission or by e-mail.
- 16.3 Any such communication will be deemed to have been made to the other party:
- (i) if by letter, three (3) days from the date of posting; or
 - (ii) if by facsimile transmission, on the day of transmission; or
 - (iii) if by e-mail, on the day on which the communication is first stored in the other party's electronic mailbox.

17. Priority

- 17.1 This Agreement replaces any previous agreements and any previous representations regarding the Services and the terms of use of the Services.
- 17.2 Any additions or changes to this Agreement have to be made in writing, signed by both parties and dated same day or after the date of this Agreement.

18. Export Compliance and Anti-Corruption

- 18.1 Export Compliance. The Software, related services and other technology HW makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. The Subscriber shall not permit users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

18.2 Anti-Corruption. The Subscriber hereby confirms that they have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of HW employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business if allowed by the applicable law, do not violate the above restriction. If the Subscriber learns of any violation of the above restriction, the Subscriber will use reasonable efforts to promptly notify HansaWorld Group Legal Department Compliance Division (legal@hansaworld.com).

For and on behalf of HW:

(Full legal name and address)

(Date)

(Name and Title of the signatory)

For and on behalf of the Customer:

(Full legal name and address)

(Date)

(Name and Title of the signatory)