Software Subscription Agreement

As of May 01, 2017

The following conditions are applicable to the customer, (the "customer"), as to customer's subscription purchase to access and the use of Software, as further defined below, from ACTICO Corp., an Illinois corporation, having a principal office at 200 S. Wacker Dr., Suite 3100, Chicago, IL 60606 (hereafter "**ACTICO**") for a time-limited Subscription Term, as further defined below and in customer's Offer letter. The terms that apply to the free use of Software for test purposes deviate from those set out here.

PLEASE READ ALL THE TERMS OF THIS SUBSCRIPTION AGREEMENT CAREFULLY AND IN THEIR ENTIRETY BEFORE ACCEPTING THE OFFER LETTER. THIS IS A LEGAL AGREEMENT BETWEEN YOU AS THE CUSTOMER AND ACTICO FOR THE ACTICO SOFTWARE AND SERVICES AND BY ACCEPTING, ACCESSING AND USING, AND/OR DOWNLOADING THE ACTICO SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS SUBSCRIPTION AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO ALL THE TERMS OF THIS SUBSCRIPTION AGREEMENT, YOU MUST NOT ACCEPT, ACCESS AND USE, AND/OR DOWNLOAD THE ACTICO SOFTWARE.

1 Definition and Software

1.1. "Effective Date" means the execution date of the Offer letter by the customer or the stated date on the Offer letter, whichever is later.

1.2. "Offer letter" means an ordering document specifying the Software to be provided hereunder that is entered into between customer and ACTICO including any addenda and supplements thereto. By entering into a Offer letter for the Software thereunder, customer agrees to be bound by the terms of this Subscription Agreement.

1.3. "Subscription Charges" means the charges payable by customer for access to and use of the Software for the Subscription Term as set out and described in customer's Offer letter, or if, none, at the ACTICO rates/list price in effect at the beginning of each 12-month period of the Subscription Term.

1.4. "Subscription Term" means the period during which ACTICO shall provide customer the Software and are permitted to access and use the Software as set out and described in customer's Offer letter or, if none, for there (3) years. Thereafter, the Subscription Term shall automatically renew for successive three (3) year periods, unless either party refuses such renewal by written notice one-hundred eighty (180) or more days before the renewal date.

1.5. The object of this Subscription Agreement is the time-limited subscription to access and use ACTICO software and all software patches, bug fixes, updates, upgrades, and new versions releases made available during the Subscription Term and in accordance with the Service Level Agreement set forth in Attachment A, and as may be defined in more detail in a separate Offer letter (hereafter "**Software**") for the Subscription Term. This Software consists of the executable program code and the corresponding documentation in electronic form. Unless otherwise stipulated in Section 1.5 or in a separate agreement in accordance with Section 4.4, the source code is not the object of this Subscription Agreement.

1.6. The Software contains open source software components ("Open Source Software"). The customer shall be provided with an up-to-date list of the Open Source Software components contained in the Software and the applicable Open Source Software license terms on request prior to the Effective Date of this Subscription Agreement or, at the latest, upon delivery of the Software. The customer has the right to use the Open Source Software components to the extent described in Section 2 of these license terms. Any use in excess of this (e.g. transfer of the Open Source Software components to third parties, processing of the Open Source Software components beyond the extent set forth in Section 2) is permissible if the customer accepts the Open Source Software license terms and thereby acquires further rights directly from the respective licensor of the Open Source Software components. In this case, the use of the Open Source Software components is governed solely by the respective Open Source Software license terms. The customer accepts that new versions of the Software might contain other or additional Open Source Software components and that the Open Source Software license terms might change and shall also comply with changes in the

legal obligations to this extent. ACTICO shall notify customers upon delivery of new versions of the Software or at the time of subsequent deliveries of the Open Source Software components contained in the Software and the applicable Open Source Software license terms. If the Open Source Software license terms of the Open Source Software components contained in the Software include the obligation to provide the source code, ACTICO will make the source code of the Open Source Software components available on an appropriate medium and within an adequate timeframe for use and transfer according to the Open Source Software license terms upon customer's request.

1.7. Insofar as software products from third-party providers are also supplied along with the Software, customer agrees to use said products exclusively in conjunction with the Software and under the third party terms and conditions that may be associated with the third-party software products.

1.8. ACTICO may provide technological measures in the Software designed to secure and prevent unsubscribed, unlicensed, illegal, or unauthorized access and usage of the Software, e.g. by blocking programs. The customer agrees that ACTICO may uses these measures to protect ACTICO against software piracy and agrees not to remove or circumvent such protective measures. To activate the Software following installation or expiration of the Subscription Term, and when changes are made to the Software and hardware environment, it may be necessary to apply for a license key.

2 Grant of Subscription Rights and Restriction

2.1. Subject to customer's compliance with the terms and conditions of this Subscription Agreement as a condition to the subscribed license to access and use the Software granted herein and upon payment in full of the Subscription Charges, ACTICO grants customer a non-exclusive, non-transferable, non-perpetual, limited license and right to install, access, and run the Software for the Subscription Term in a manner consistent with its design, documentation, and customer's Offer letter and may include loading the Software onto a customer's computer internal memory. Customer may only use the Software according to the customer's subscribed Offer letter granted by ACTICO. ACTICO offers several subscription types to meet the needs of its customer's particular subscriptions that are offered for the Software depending on the intended use of the Software.

Customer's Offer letter shall designate the specific application of the Software and Subscription Term. Usage shall be permitted only in those countries, geographical locations or regions, business site or unit, department, business use case, or individual(s) in accordance with the Offer letter. Unless otherwise specifically agreed, country shall be the country in which the customer has its registered office.

2.2. The customer must use the Software only for the purposes of transacting its own internal business. For the avoidance of further doubt and further clarity, the customer subscribed license rights may be exercised only on behalf and for the benefit of customer only, to the exclusion of its applicable parent, subsidiary, affiliates or any other related companies. In particular, the following are permitted only following the prior written approval of ACTICO: (i) operating a data center for third parties; (ii) temporarily making the Software available to anyone other customer (e.g. as application service providing, software as a service, or a cloud service); or (iii) using the Software to train people who are not employees of the customer. All forms of commercial sub-licensing are prohibited. It is likewise prohibited to use the Visual Rules for Finance software in the context of IoT (Internet of Things). IoT applications are applications based in the connection of or with physical objects.

If the number of qualified desktops or seats changes by more than 10% from that originally subscribed by customer as a result of: (i) an acquisition of an entity or an operating division, (ii) a divesture of an affiliate or an operating division; (iii) a merger, or (iv) organic growth, ACTICO will work with customer in good faith to determine how to accommodate the changed circumstances in the context of the type of customer's Offer letter. If customer acquires or merges with an organization with an existing Subscription Agreement, ACTICO will work with the surviving organization in good faith to accommodate its changed circumstances in the context of this Subscription Agreement.

2.3. Duplicating the Software is permitted only insofar as necessary for proper usage under the terms of this Subscription Agreement. The customer is entitled to make the required amount of backup copies of the Software in accordance with standard industry practice. Backup copies on portable data storage media should be marked as such and furnished with the copyright notice of the original data storage medium.

2.4. If the customer subscribes the Software as a development license, then it must use this Software exclusively for non-productive purposes (e.g. in test and development environments). In all other respects, the provisions of these license terms apply also to development licenses.

2.5. The customer is not entitled to sub-license the Software or usage of the Software without the express prior written approval of ACTICO.

2.6. The customer must not remodel the Software unless such work is necessary to remove compatibility problems in how the Software interacts with other programs the customer needs and ACTICO is either not willing or able to remove these problems in return for appropriate remuneration in line with standard market rates. In addition, the customer has the right to edit the components of the Software that are linked to program libraries licensed under the GNU Lesser General Public License (LGPL Version 2.1) for the customer's internal use and to analyze and reengineer them for this purpose. With respect to components of the Software that are linked to program libraries licensed under the GNU Lesser General Public License (LGPL Version 3), the customer has the right to analyze and reengineer them in order to edit the program libraries licensed under the LGPL Version 3 and to be able to rectify errors in the proprietary components. The information obtained through the aforementioned action and the edited proprietary components may not be disclosed.

2.7. The customer must not hire third parties who are competitors of ACTICO to carry out the work specified in Section 2.6, unless the customer demonstrates to ACTICO that the risk of disclosure of important trade secrets belonging to ACTICO (in particular concerning the functions and design of the Software) is entirely ruled out and receives the express prior written approval of ACTICO before any disclosure or beginning work under Section 2.6.

2.8. Decompilation of the Software is not permitted unless otherwise expressly authorized by ACTICO or allowed under any applicable law.

2.9. ACTICO reserves all rights not expressly granted to customer in this Subscription Agreement whether by estoppel, implication, or otherwise and any other use not expressly granted herein is strictly prohibited. ACTICO retains all rights, title, and interest in and to the Software and to any modifications, amendments, enhancements or derivative works thereof created by ACTICO to the Software, to market and sell the Software, and/or to use the Software for purposes other than those in pursuit of the customer's business activities. Customer acknowledges and agrees that it does not acquire any rights except as expressly stated herein, any configuration or deployment of the Software shall not affect or diminish ACTICO's rights, title, and interest in and to the Software, and if customer suggests any new features, functionality, or performance enhancements for the Software that ACTICO subsequently incorporates into the Software, such new Software features, functionality, or performance enhancements of existing Software shall be the sole and exclusive property of ACTICO without compensating or crediting customer or end user in question.

2.10. This Subscription Agreement does not grant any rights to use any trademarks, service marks, logos, trade names, trade dress (collectively, "ACTICO's Marks"), trade secrets, and/or other intellectual property rights belonging to ACTICO in the United States or any other countries. The customer expressly agrees that it may not, or assist or induce others to, import, manufacture, promote, advertise, offer for sale, sell, or otherwise use any product or service that bears ACTICO's Marks or other designation or colorable imitation on goods or services which is confusingly similar to ACTICO's Marks.

3 Delivery

3.1. Unless otherwise agreed, the Software shall be made available for download via internet. ACTICO provides the customer the data required for the download, in particular the URL and required passwords, upon the Effective Date of the Subscription Agreement or at the time the concerned programs are available. Sentences 1 and 2 of this Section 3.1 apply mutatis mutandis for deliveries undertaken in the context of subsequent performance.

4 Term and Termination of Subscription Agreement

4.1. Term and Renewal. This Subscription Agreement commences as indicated in the Offer letter and continues until all subscriptions granted in accordance with this Subscription Agreement and the Offer letter have expired or are terminated. The subscriptions shall automatically renew for additional periods of one (1) year after the initial three (3) year Subscription Period, at the ACTICO rates/list price in effect at the time of renewal unless either party gives the other written notice of non-renewal at least ninety (90) days prior to the end of the relevant Subscription Term.

4.2. Termination for Cause by Customer. A customer may terminate this Subscription Agreement for cause: (a) upon ninety days (90) days written notice of a material breach (such a material breach would include, but would not be limited to, ACTICO's failure to comply with any of the terms and conditions of this Subscription Agreement if such breach remains uncured at the expiration of such period; or (b) if ACTICO becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by customer, ACTICO shall refund customer any Subscription Charges covering the remainder of the Subscription Term after the date of termination.

4.3. Outstanding Subscription Charges. Termination resulting from ACTICO's uncured breach shall not relieve customer of the obligation to pay any Subscription Charges accrued or payable to ACTICO prior to the effective date of termination.

4.4. Termination for Cause by ACTICO. Without limiting the generality of any other clause in this Subscription Agreement, ACTICO may terminate this Subscription Agreement immediately upon written notice if any of the following events occur:

a.) Customer is in breach of any of the terms of this Subscription Agreement (such a breach would include, but would not be limited to, customer's failure to comply with any of the terms and conditions of this Subscription Agreement, and more specifically, customer's unauthorized reproduction, copying, distribution, modification, adaptation or the making of a derivative of or display of the Software or any of the key codes associated with the same) and fails to remedy such breach where it is capable of being remedied within thirty (30) days of notification by ACTICO;

b.) if customer fails to strictly comply with the provisions of Sections 1 (Software) or 11 (Confidentiality);

c.) Customer for any reason exceeds the scope of the license granted, destroys, or disposes of, or loses possession, control, or custody of the Software;

d.) Customer ceases to conduct business in the ordinary course, or is declared insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, if a petition for bankruptcy or the like is filed, or a receiver is appointed; or

e.) There is a change in control of the Customer which in ACTICO's reasonable opinion adversely affects ACTICO's position, rights or interests.

4.5. If notice is given to the Customer pursuant to Section 4.4, ACTICO may, in addition to terminating the Subscription Agreement:

a.) Repossess any copies of the Software, documentation, manual or any other property in the possession, control or custody of the Customer;

b.) Retain any Subscription Charges paid;

c.) Be regarded as discharged from any further obligations under this Subscription Agreement; and/ or

d.) Pursue any additional or alternative remedies provided by law.

4.6. Upon termination of this Subscription Agreement for any reason, the customer shall cease and desist all to use of the Software, shall return or destroy all copies, or partial copies, of the Software, shall erase all copies which are stored in computer memory or other similar form or media and shall furnish a written certification to ACTICO that all such copies have been returned or destroyed.

4.7. ACTICO's rights to payment and the rights and obligations under Sections 2.6, 2.9, 2.10, 7.1, 7.2, 8.1, 9.1 through 9.4, 11.1 through 11.3, 13.1 through 13.10, and any other provision that must survive any termination or expiration of this Subscription Agreement.

5 Subscription Charges & Payment.

5.1. Subscription Charges. Customer shall pay all Subscription Charges as specified in all Offer letters hereunder. All Subscription Charges are quoted and payable in the currency as set forth in the Offer letter, or if not stated therein, then in United States dollars. Except as otherwise specified herein or in an Offer letter , Subscription Charges are based on Software subscribed to and licensed under the Offer letter (not actual usage), and unless otherwise expressly indicated in this Subscription Agreement or the Order Form, payment obligations are non-cancelable, Subscription Charges paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant

Subscription Term stated on the Offer letter . If Subscription Charges are based on annual units, fees for subscriptions purchased in the middle of annual period will be charged for that annual period on a pro-rated basis and going forward based on the number of annual periods in full remaining in the Subscription Term, if any.

5.2. Invoicing & Payment. Subscription Charges for the Software will be invoiced in advance and otherwise in accordance with the relevant Offer letter . Unless otherwise stated in the Offer letter , charges are due net thirty (30) days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information with ACTICO. Because the Software Subscription is pre-paid, changes made to customer's subscription (including cancellations or terminations) will not take effect until the end of the then applicable Subscription Term.

5.3. Overdue Payments. Any payment not received from customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at ACTICO's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

5.4. Suspension of Software, Updates and New Releases. If your account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, ACTICO reserves the right to suspend providing you with access to the Software and any of its updates, upgrades or new released version of the Software, without liability to customer, until such amounts are paid in full.

5.5. Taxes. Unless otherwise stated, Subscription Charges do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with customer's purchases hereunder, excluding taxes based on ACTICO's net income or property. If ACTICO has the legal obligation to pay or collect Taxes for which customer is responsible under this section, the appropriate amount shall be invoiced to and paid by customer, unless customer provides ACTICO with a valid tax exemption certificate authorized by the appropriate taxing authority.6 The Customer's Cooperation and Information Obligations.

6 **The Customer's Cooperation and Information Obligations**

6.1. The customer shall bear the risk for the Software meeting its expectations and needs; if in doubt on any point, the customer should seek advice or clarification from ACTICO or third parties with professional expertise before signing the agreement.

6.2. Setting up a hardware and software environment for the Software of adequate size and dimensions is the sole responsibility of the customer. The customer shall thoroughly test the Software before use to ensure it is free from defects and works properly in the existing hardware and software configuration. This applies also to Software that the customer receives within the framework of any applicable warranty. The customer undertakes to check the results generated with the Software prior to actual use and to promptly notify ACTICO of any possible faults in the Software. The customer must supply all necessary information in this regard at ACTICO's request.

6.3. The customer shall observe the instructions provided by ACTICO regarding operation of the Software; moreover, the customer shall keep abreast of current instructions and notices by visiting the ACTICO website (www.actico.com) at regular intervals and take this information into account during operation.

6.4. The customer shall give ACTICO access to the Software for the purpose of finding and correcting errors; this can occur directly and/or via remote access at ACTICO's discretion.

6.5. ACTICO is entitled to verify whether the Software is being used in compliance with the usage rights granted to the customer. The customer is entitled to require ACTICO that the audit be carried out by a representative of the licensor or a third-party who is bound to professional confidentiality. For this purpose, ACTICO shall be permitted to demand information from the customer, in particular concerning the period and scope of usage of the Software, as well as being further entitled to inspect the customer's books and records, hardware and software insofar as they yield information about the period and scope of usage of the Software. For this purpose, ACTICO must be granted access to the customer's business premises during normal working hours following notice of at least 2 weeks. The customer

shall make all reasonable efforts to ensure that the audit by ACTICO can take place and will cooperate with the audit. ACTICO shall use all information it becomes aware of during the audit exclusively for the purposes of verifying that the subscribed license is being used in the proper, agreed, legal manner. The customer is entitled to require that the audit be carried out on site by a representative of ACTICO who is bound to professional confidentiality. The costs of the audit shall be borne by ACTICO, unless the audit determines that the customer is using or has used the Software beyond the agreed scope (subscription does not cover actual usage). In this case, the customer shall bear the costs of the audit. In the case of the license not covering actual usage, the customer shall be further required to purchase the missing rights on the basis of the list prices for comparable services that are generally valid at the time of the audit plus liquidated damages of ten percent (10%) of the value of the lacking coverage.

6.6. The customer shall make appropriate provisions for the eventuality of the Software not working properly either in part or in full (e.g. by means of daily data backups, fault diagnosis, regularly checking data processing results, etc.). Unless the customer explicitly states otherwise in advance, ACTICO shall be entitled to assume that all customer data it can come into contact with is backed up. Customer also agrees not to make a claim against ACTICO for lost data, inaccurate output, and lost profits from use or modification of the Software. Customer further agrees to indemnify and hold ACTICO harmless from any and all claims based on use or modification of the Software.

6.7. Markings on the Software – in particular copyright notices, trademarks, serial numbers, etc. – must not be removed, altered, or rendered indecipherable.

6.8. The customer is responsible for installing the Software. At the customer's request, ACTICO can carry out the installation in return for a fee to be separately agreed.

6.9. The customer shall absorb the costs of all disadvantages and extra charges that accrue to ACTICO as a result of the customer breaching the above cooperation and information obligations.

7 Warranty

7.1. ACTICO warrants from the Effective Date that the Software is substantially in compliance with the product description as well as the specifications according to the user manual and/or system requirements ("**Specifications**"). The said warranty shall be subject to the customer complying with its obligations under this Subscription Agreement.

7.2. Notwithstanding the foregoing, ACTICO does not warrant that the Software will (i) meet customer's requirements, (ii) operate in combination with hardware, software, systems or data not expressly specified in writing by ACTICO, (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay. ACTICO is not responsible for problems caused by (a) use of the Software outside the scope of this Subscription Agreement or not in compliance with the Specifications; (b) any modification to the Software not made by ACTICO; (c) any change in or modification to the operating characteristics of the Customer's system that is inconsistent with the requirements of the Specifications; (d) use of the Software with hardware or software that is not represented in the Specifications as interoperable with the Software; or (e) accident, physical, electrical or magnetic stress, failure of electrical power or environmental controls, or causes other than ordinary use. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, CUSTOMER expressly acknowledges and agrees that use of the Software is at CUSTOMER's sole and entire risk. CUSTOMER ASSUMES ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF THE SOFTWARE AND AGREES NOT TO USE THE SOFTWARE IN ANY SITUATION WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY, OR BUSINESS COULD OCCUR FROM A SOFTWARE ERROR. Except for the express warranties set forth in this Section 7, the Software, Specifications, and related documentation are provided "AS IS" and without warranty of any kind and ACTICO EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND/OR CONDITIONS REGARDING MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT OR NONINFRINGEMENT, OR AND ANY WARRANTY ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ACTICO DOES NOT WARRANT INTERFERENCE WITH CUSTOMER ENJOYMENT OF THE SOFTWARE THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-

FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. The entire risk as to the results and performance of the Software is assumed by CUSTOMER. FURTHERMORE, ACTICO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SOFTWARE, SPECIFICATIONS, OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACTICO OR ACTICO'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, CUSTOMER (AND NOT ACTICO OR ACTICO'S AUTHORIZED REPRESENTATIVE) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. IF THE CUSTOMER IS RECEIVING A LICENSE FOR THE SOFTWARE FOR EVALUATION PURPOSES, THE WARRANTY SET FORTH IN SECTION 7.1 SHALL NOT APPLY AND CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE IS LICENSED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY. THE CUSTOMER IS SOLELY RESPONSIBLE FOR A LIABILITY ARISING OUT OF DATA OR CONTENT SUPPLIED BY THE CUSTOMER.

8   Limitation of Liability

8.1. In no event SHALL ACTICO, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE WHETHER UNDER ANY THEORY OF RECOVERY (INCLUDING CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, DATA, PROFITS, INCOME OR SAVINGS, BUSINESS INTERRUPTION, AND THE LIKE) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR ANY SOFTWARE OR SERVICE OF ACTICO, OR CUSTOMER'S USE, MODIFICATION, PRODUCTION, DELIVERY, MISUSE OR INABILITY TO USE THE SOFTWARE OR RELATED DOCUMENTATION, OR ANY PORTION THEREOF, EVEN IF ACTICO CUSTOMER HAD OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDiNG THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OR EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. ANY PROVISION HEREIN TO THE CONTRARY

NOTWITHSTANDING, ACTICO'S AGGREGATE MAXIMUM LIABILITY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT FOR ALL DAMAGES, LOSSES, OR ANY CAUSES OF ACTION WHATSOEVER UNDER ANY OR ALL THEORIES OF RECOVERY (INCLUDING CONTRACT, WARRANTY, NEGLIGENCE, TORT, AND STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER (EXCLUDING IMPLEMENTATION FEES AND REIMBURSED EXPENSES) FOR THE SUBSCRIBED LICENSE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM THAT GAVE RISE TO SUCH LIABILITY.

9   Third-Party rights

9.1. ACTICO guarantees during the Subscription Term in accordance with the following provisions that the Software does not violate any third-party rights at the time of the transfer of risk:

a.) Should third parties assert a claim against the customer that their rights have been violated, ACTICO shall exempt the customer from all resulting claims for damages that are legally established without further recourse by a court of law and for which ACTICO is responsible, including, where applicable, court costs and the legal defense costs refundable under the provisions of the German Code of Civil Procedure (Zivilprozessordnung). ACTICO shall support the customer in the in-court and out-of-court settlement of such disputes with third parties.

b.) If, pursuant to Section 9.1(a), a third party claim is made or if the customer is ordered to desist from using the Software or a part thereof by means of either (i) the non-appealable decision of a court of law or (ii) being served with a temporary injunction, then ACTICO shall at its sole and absolute discretion either procure the customer the right to continue using the Software, replace or modify the Software so as to remove the infringement while retaining the agreed functionalities, or, if the two above mentioned alternatives prove impossible or unreasonably onerous for ACTICO to achieve, cancel the customer's rights to the Software in writing and reimburse the value of the Software while taking into account a 3-year usage life for the Software (i.e. linear depreciation on the remuneration paid for the usage rights). Insofar as acceptable for the customer, the cancellation shall be

limited to the extent required to prevent the infringement.

9.2. The customer's claims under this Section 9 shall be subject to the proviso that (i) the customer promptly notifies ACTICO about the assertion of claims by third parties; (ii) the customer furnishes ACTICO with copies of all correspondence with the claimant and courts in this regard promptly after receiving the respective items of correspondence; (iii) the customer supplies ACTICO with the information necessary to defend against the claim; and (iv) the sole right, authority and control of the defense or settlement of the claim, to conduct the case through the customer, as well as the right to be the final arbiter on whether to conclude proposed in-court and out-of-court settlements remains with ACTICO.

9.3. ACTICO has no liability to customer if the third party claim is based upon:

a.) the combination of the Software with any other item that is (1) not furnished to customer by ACTICO, (2) described in ACTICO's specifications or documentation or (3) reasonably contemplated by the parties to be used in connection with the Software;

b.) the modification of the Software other than (1) by ACTICO or (2) as described in ACTICO's specifications or documentation or reasonably contemplated by the parties;

c.) the use of other than a current release of licensed Software if such release has been provided to customer,

d.) the use of the Software as part of an infringing process not described in ACTICO's specifications or documentation or contemplated by the parties; or

e.) a product that Customer designs or markets.

9.4. This Section 9 states ACTICO's entire liability and customer's sole and exclusive remedy with respect to claim of violation of any third party rights by the Software under this Subscription Agreement.

10 Reference list

10.1. ACTICO is entitled to include the customer – both its name and company logo – in its reference list and present this list to third parties and publish it for advertising purposes. However, the customer shall be entitled at any time to require that this usage stop in the future. This shall not, however, oblige ACTICO to recall or modify advertisements that have already been published at the time the customer makes this demand.

11 Confidentiality

11.1. The customer acknowledges and agrees that the Software and the print and/or electronic documentation provided by ACTICO for the Software (excluding the open source software components) and any other materials that ACTICO has marked as confidential or that should otherwise be deemed confidential (hereafter "**Confidential Information**") constitute and contain valuable proprietary products and trade secrets of ACTICO embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, subject to the other terms and conditions of this Subscription Agreement, customer agrees that (and take precautions to ensure that its employees and authorized contractors agree that) the Confidential Information shall be held in strict confidence and not to make Confidential Information available to third parties, except where necessary for the exercise of the rights accorded to the customer under these license terms and where said third parties are bound by confidentiality obligations at least as restrictive as those contained herein. To safeguard the Confidential Information, the customer must apply the same degree of care (although never less than a reasonable degree) as it applies to its own Confidential Information of similar importance.

11.2. The obligation to confidentiality defined in this Section 11 does not apply to Confidential Information (a) that the customer lawfully possessed prior to the Effective Date of this Subscription Agreement; (b) that is or becomes public knowledge without any breach, act, or omission on the part of the customer; (c) that the customer has lawfully received from third parties without confidentiality restrictions; (d) that ACTICO discloses to third parties without confidentiality restrictions; (e) that the customer can demonstrate was developed of its own accord and without reference to the Confidential Information; (f) that must be disclosed by act of law; or (g) that the customer discloses with the prior written approval of ACTICO.

11.3. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), Customer is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Subscription Agreement:

a.) *IMMUNITY*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

b.) *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

12   Export controls

12.1. In addition to any applicable license restrictions contained in this Subscription Agreement, Customer acknowledges that the Software, related technical data, and technical support services are subject to compliance with U.S. laws and regulations that restrict export and re-export of software, technical data, and services (including "deemed export"), and that diversion contrary to such laws and regulations is prohibited by law. Customer shall comply with all applicable U.S. and local export control laws and obtain proper export licenses before re-export of the Software and/or related technical data provided under this Subscription Agreement. Without limiting the foregoing, Customer shall not knowingly transfer or supply the Software or services provided under this Subscription Agreement to any person, company, or entity prohibited by or located in countries prohibited by U.S. export law or any other applicable export law. Further information regarding U.S. export laws can be found at www.bisc.doc.gov. "Re-export" means an actual shipment (if on physical media such as CD) or other transmission (e.g., downloaded over the Internet, emailed, etc.) of the Software and/or technical data from the country of original delivery destination to another foreign country, person, or entity. If Customer fails to comply with the terms of this section, in addition to ACTICO's remedies at law, and in

equity, ACTICO may suspend performance of its obligations under this Agreement until Customer is in compliance.

12.2. Where the customer passes on, transfers, or otherwise cedes the Software to be delivered by ACTICO under this Subscription Agreement to third parties in this country or abroad, the customer must observe the applicable provisions of customs and (re-)export control law and obtain the authorizations and licenses required for this purpose.

12.3. The Software to be delivered must not be used for military purposes or in the service of nuclear technology.

13   General provisions

13.1. Relationship of Parties. Customer's relationship with ACTICO at all times during the Term of this Agreement shall be that of an independent contractor. Customer shall not have, and shall not represent that it has, any power, right or authority to bind ACTICO or to assume or create any obligation or responsibility, expressed or implied, on behalf of ACTICO or in ACTICO's name, except as herein expressly provided. Nothing stated in this Agreement, nor the services rendered hereunder, shall be construed in any way or manner as constituting customer and ACTICO as partners or as creating the relationship of employer/employee, franchiser/franchisee, or principal/agent between parties or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

13.2. Waiver. No waiver, or failure to assert any right or remedy hereunder, by either ACTICO or Customer with respect to any breach or default or to enforce at any time any provision of this Agreement or no course of dealing, shall be deemed to constitute a continuing waiver of any subsequent breach or default or of any other right to remedy, unless such waiver is expressed in writing and signed by the party to be bound. No consent, waiver, or access by either party, express or implied, shall constitute a subsequent consent, waiver, or access.

13.3. Assignment. Customer agrees that neither this Agreement, nor any interest, licenses, rights, and/or obligations may be transferred, assigned, or conveyed, in whole or in part, to a third-party or parties without the prior written consent of ACTICO and any assignment or attempt in violation thereof, without the prior written

consent of ACTICO, shall be null and void. Notwithstanding the foregoing, the Parties expressly agree that ACTICO may transfer, assign, or convey this Agreement, any interest, license, rights, and/or obligations, in whole or in part, to a third-party or parties at any time and without prior notice to and consent of Customer. This Agreement is binding on all permitted assignees and successors in interest.

13.4. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof shall be settled solely by final and binding arbitration in Chicago, Illinois in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The Parties may agree on the selection of a single arbitrator, but if they cannot so agree, each party shall select an arbitrator and the two selected arbitrators shall select a third arbitrator. Each party shall be responsible for its costs of the arbitration. The award by the arbitrator or arbitrators shall be final and binding, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

13.5. Injunctive Relief. The Parties expressly acknowledge and agree that ACTICO may seek from a court any interim or provisional relief, including, but not limited to immediate, temporary or permanent injunctions, restraining orders, or a decree of specific performance that may be necessary to protect the rights or property of ACTICO, including reasonable attorneys' fees and costs incurred therewith, without proving actual damage or posting a bond or other security. In particular, but not in limitation of the aforesaid, the parties acknowledge that the covenants contained in Section 11 is unique and integral to this Agreement, and that the breach or threatened breach of said covenants could constitute irreparable harm for which monetary damages would not provide an adequate remedy. The remedies provided in this section shall be cumulative and not exclusive and are in addition to any other remedies, which either party may have under this Agreement or applicable law.

13.6. Severability. The language of all parts of this Subscription Agreement, shall in all cases be construed as a whole, according to its fair meaning and in such manner as to be consistent with the intent of the parties. In the event that a court of competent jurisdiction deems any provision of this Subscription Agreement to be unreasonable, invalid, illegal, void, or unenforceable, for any reason and to any extent, such provision shall be modified in such a manner so as to be valid and fully enforceable to the maximum extent permitted by law. Those provisions found unreasonable, invalid, illegal, void, or unenforceable shall not affect the remaining provisions of this Subscription Agreement, which shall remain valid and enforceable according to it or their terms and in full force and effect. Notwithstanding the foregoing, if applicable law prohibits or restricts customer from fully and/or specifically complying with this Subscription Agreement or prevents the enforceability of this Section 13.6, this Subscription Agreement shall immediately terminate and customer must immediately discontinue any use of the Software.

13.7. Governing Law. THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT OR REGARD TO ITS CHOICE OR CONFLICT OF LAW RULES OR PROVISIONS, TO THE EXTENT PERMISSIBLE. THE 1980 UNITED NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AS REVISED SHALL NOT APPLY.

13.8. Construction. Each party acknowledges and confirms that it and its counsel have reviewed this Subscription Agreement and that the rule of construction to the effect that the language of this Subscription Agreement or any ambiguities are to be resolved against the drafting party shall not apply to this Subscription Agreement or be employed in the interpretation and/or construction of this Subscription Agreement.

13.9. Entire Agreement. The Offer letter, this Subscription Agreement, together with all exhibits, constitutes the entire Offer letter between the parties pertaining to the subject matter herein and supersedes any and all prior or contemporaneous understandings, representations, or agreements, whether written or oral. Except as expressly set forth herein, neither party makes nor shall be bound by any warranties, representations, covenants, or agreements, express or implied. This Offer letter shall not be modified or amended except by a written agreement signed by an authorized representative of both parties. In the event of any conflict between the Offer letter and this Subscription Agreement and its Attachments, the terms of the Offer letter shall govern.

13.10. Counterpart Execution. The Offer letter may be executed in two or more counterparts, each of

which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. Counterpart signature pages to the Offer letter transmitted by electronic mail in portable (.pdf) or facsimile transmission shall be valid and acceptable and have the same binding legal effect as physical delivery of the paper document bearing an original signature.

ATTACHMENT A
Service Level Agreement

These terms apply to the performance of the service level and/or maintenance services provided by ACTICO ("Provider"):

1   Definitions

1.1. "**Patch**" shall refer to the elimination of Errors.

1.2. An "**Error**" is something that impairs the customer's ability to use one or more functions of the Software as described in the Software documentation.

1.3. "**Error Rectification**" means creating a solution for an Error in the form of a Patch or an Update that removes the Error; alternatively, it means correcting or clarifying the documentation when the Error resides there.

1.4. An "**Update**" is a new version of the Software that contains program improvements or new and/or modified functionalities. Updates are provided in the form of major releases and minor releases.

1.5. "**Version**" refers to the Software released for circulation, which the Provider shall designate with the letters X, Y, and Z, whereby X stands for a major release, Y for a minor release, and Z for a Patch.

2   Software Service Levels

2.1. Updates shall be developed at intervals set by the Provider and made available to the customer as a download.

2.2. Subject to the provision of Patches in accordance with section 3.

3   Support Services

3.1. The Provider shall provide the contact person designated by the customer (as stipulated in section 4.1) a telephone hotline and a ticket system for receiving Error reports from the customer within the defined service times.

3.2. The Provider shall make all efforts to eliminate Errors reported by the customer in accordance with the following rules. Errors arising in relation to the Software shall be classified according to severity into the following Error classes and then processed in adherence to the response times. The Provider shall notify the customer within the response times that work is underway on eliminating the Error and shall forward the Error notification to a qualified member of staff. The response times begin when the Provider receives the respective notification and are only brought to account within the defined service times. Errors shall be allocated to Error classes by mutual agreement.

Error Class	Description
1	The Error critically impairs the customer's ability to use the Software. The Software has broken down or stopped working.
2	The Error severely impairs the customer's ability to use the Software. The usability of the Software is severely curtailed, e.g. as a result of malfunctions or erroneous output.
3	The Error has little impact on the usability of the Software. The Error does not result in any critical losses of functionality. Although the usability of the Software is impaired, the Software still works.

3.3. The Provider offers the customer Support Services as described below:

Service time	9am to 5pm CST
Working week	Monday to Friday
Response time for Error class 1 in business days	1
Response time for Error class 2 in business days	2
Response time for Error class 3 in business days	3

All service times are within Central Standard Time (CST) time zone. Service times as specified above exclude Federal Holidays in the USA.

3.4. Insofar as it becomes apparent that a class 1 or 2 Error cannot be resolved in the short or medium term, the Provider shall provide a workaround if available.

3.5. Following initial publication of an Update of the Software, the Provider shall provide support for the version in question during the applicable Subscription Term.

3.6. Should several Errors be present at the same time, the Provider shall be entitled to set elimination priorities while taking into account the interests of all customers who use the respective Software.

3.7. The Provider shall satisfy the requirement to eliminate an Error by providing the customer with a Patch or Patches along with the corresponding installation instructions, notifying the customer thereof, and offering the customer phone support to fix any installation problems that might occur or else pointing out a workaround, insofar as the latter is deemed acceptable to the customer in light of the effects of the defect and the inconvenience presented by the proposed workaround.

3.8. Insofar as the Error cannot be eliminated by providing a Patch or a workaround, the Provider shall be entitled at its own discretion to carry out the support measures on the customer's premises or via remote access. The customer must ensure at its own cost that the technical prerequisites are in place for this purpose in accordance with the Provider's specifications. Insofar as during the course of the maintenance period the customer wishes the Provider to keep available the necessary infrastructure for ensuring remote access capability at all times, a separate agreement must be concluded to this end.

3.9. The Provider shall provide Software support only on platforms that are approved in the documentation or other installation instructions. The Provider alone shall determine for which platform a version of the Software is made available.

3.10. General inquiries regarding the use of the Software are not part of the Support Services. The Provider offers specific training courses for this purpose.

3.11. Moreover, Support Services shall not cover the elimination of Errors caused by the following:

- Data, software, or hardware originating from third-party manufacturers or the customer,
- Amendments to the Software not carried out by the Provider,
- Use by the customer of the Software in a manner that does not conform to the documentation.

Insofar as it is determined while investigating a reported Error that one of the causes specified in section 3.11 is cause of the Error or that the Error is not a Software Error, the costs thereby incurred shall be charged separately on a time and material basis according to the agreed prices for other services or alternatively according to the Provider's list prices. In case employees take action outside of the specified periods in the context of support, a pro rata hourly rate is calculated as follows. The additions are not charged cumulatively. The higher addition applies.

- Between 5pm and 10pm CST on workdays 50%
- Saturday, Sunday and Holidays 100%

4   Obligations on the Part of the Customer

4.1. Unless explicitly agreed otherwise, the customer shall nominate to the Provider two designated authorized employees for support requests.

4.2. For each support request, the customer must provide the following details: customer's name, Software version, operating system version, development environment version, and a detailed description of the Error along with a proposal for an Error class in accordance with section 3.2.

4.3. In individual cases, the customer must deliver one or more executable program parts or other information to the Provider on request for the purpose of illustrating or reproducing the Error.

4.4. For the elimination of Errors that occur only in the customer's system environment, the customer shall provide system access via remote administration or else shall refund the resulting travel expenses in accordance with Individual agreement other Provider's applicable travel expenses guidelines.

5   Data Protection

The Provider is entitled to collect, process, and use personal data belonging to the customer in accordance with the respective applicable statutory data protection regulations insofar as such actions are necessary for the proper implementation of this agreement. The Provider shall comply with the respective applicable statutory data protection requirements and take appropriate technical and organizational measures to protect data.

6   Amendments to Maintenance Terms

The Provider reserves the right to periodically review its service level agreement terms and amend them as appropriate.