General Terms of Use

for Keyline MIS Software

1. Licensor's liability: providing the software

1. Zaikio GmbH (hereinafter referred to as the "Licensor") hereby grants the Licensee a non-exclusive and non-transferable licence for the software Keyline (hereinafter referred to as the "software"). The Licensee is not entitled to grant any sub-licences to the software. The licence shall remain valid until the end of the Contract term and is limited to the number of devices agreed.

2. The Licensee can access the software hosted by the Licensor through his internet connection.

3. The functionality of the software, usable browsers and API documentation are available at www.keyline-mis.com.

4. The Licensor agrees to make the software available to Licensees through a third-party server. To the extent appropriate, Licensees can store data on the server for further use whilst using the software. A server uptime of 99% on average over a year can be expected. This excludes any previously announced maintenance intervals. The exact scope of services for hosting is available at www.keyline-mis.com.

5. Customer software customisations, consulting, integration and services are available only when ordered separately.

6. The Licensor is entitled to change the software, in particular to adapt it to reflect changes in technology. The Licensor shall notify Licensees of any significant changes that alter the overall functionality of the software at least two weeks in advance in a written form (e.g., email).

2. Licensee obligations: notice of defects, use by third parties

1. If the functionality of the software is disrupted in some way, the Licensee must notify the Licensor without delay, indicating the circumstances under which the malfunction occurred, its impact, and any possible causes. The Licensee will rely on qualified employees to make such notification.

2. The Licensee is not entitled to make the software available to third parties for use. Exceptions are made for his employees or freelance consultants, provided that they are included in the number of users agreed.

3. Licensee obligations: reproduction and copyright

1. The Licensee may not reproduce the software unless such is required in order to use it for (for example, uploading it to the memory). Printing out the programming code is also considered unauthorised reproduction.

2. The Licensee's right to reproduce the program code under the conditions of § 69e (1) of the German Copyright Act (UrhG) (decompilation for interoperability) remains unaffected. Outside the scope of § 69e UrhG, any further decompilation is prohibited.

3. The Licensee may not make changes to the software. This does not apply to changes such as may be necessary to eliminate faults when the Licensor is delayed or refuses to eliminate the same or otherwise unable to do so due to the opening of insolvency proceedings, for example.

4. Contract term and termination

1. The Contract shall enter into force upon signature of the appended Contract (hereinafter "the commencement of the Contract").

2. The Contract is signed for a specific term. If the Contract is agreed for a term of one or several years, the Contract shall last from the start date for the agreed term and then extend automatically for another year unless neither party cancels such extension at least 3 months before the respective expiry date. If the Contract has been agreed on a monthly basis, it may be terminated by either Party at any time without any advance notice.

3. The Contract may be terminated by either Party without notice for good cause. Such cause exists in particular when

   - the Licensee breaches these licence terms and conditions by using the software to an extent beyond that agreed herein and fails to remedy any such breach within a reasonable deadline to be set in a warning made by the Licensor;

- the Licensee is in arrears with the payment of licensing fees for two consecutive payment deadlines or is in arrears for a significant proportion of the fees or, within a period that spans more than two payment deadlines, is in arrears with the payment of fees equal to the fees for two months;

- insolvency proceedings have been opened against the assets of one Party or the petition to do so has been declined due to a lack of assets to cover the costs thereof.

4. All notices of termination and cancellation of automatic Contract renewal are made in written form, which may include email.

5. Once the Contract is terminated, the Licensee shall cease any and all use of the software and destroy all copies of the same. At the end of the Contract term, the data on the server(s) will be deleted; the Licensee must back up the data before such time via API.

5. Fees, number of users, and right of retention

1. The Licensee agrees to pay the fees for the Licensor's services as agreed for the number of users and Contract term per §§ 1.1 and 1.4.

2. The license is based on the number of users (people and API connections) that are logged in on average per day of a billing month. Licenses are granted in lots of 10 users.

3. If the Parties agree to a Contract term of one year or more, the Licensor shall bill the Licensee for these fees on an annual basis, payable in advance. If the Parties agree to a monthly contract terms, fees are payable each month in advance. Invoices will be issued in written form.

4. The Licensor is entitled to block the services defined in §§ 1.1 and 1.4 of these Terms of Use for as long as the Licensee is in arrears in the payment of the invoice provided that such legal consequence was noted in the warning provided the Licensee and once the grace period granted therein has expired.

5. The Licensor reserves the right to change the fee per device with six weeks' notice sent in written form, including email. Such a change may not exceed the previous fee per unit by more than 5 per cent. Any increase in the fees greater than 5 per cent shall entitle the Licensee to terminate the Contract with 4 weeks' notice in written form (including email) after such an increase.

6. Extensions and partial cancellations

1. The Licensee can at any time, with effect for the next billing month, extend the Contract in text form for additional users (always in lots of 10 users) against payment.

2. The Licensee is entitled to terminate a number of users, which can be divided by 10, at any time with effect for the next billing month in text form. However, half or more of the users agreed upon at the start of the Contract cannot be reduced by partial termination but by solely by termination.

3. The Licensee shall provide the Licensor with the information required to track its actual usage volume and also allow the Licensor to conduct appropriate tests.

7. *Warranty*

1. With regard to the granting of the possibility of use according to §§ 1.1 and 1.4, the warranty provisions of §§ 535 et seq. BGB; the Licensor must therefore keep the software in a condition suitable for the contractual use, in other words, to eliminate defects in particular. The no-fault liability for damages per §536a para. 1 Alt. 1 BGB is hereby excluded.

2. The Licensee is obliged to have a qualified staff member examine the software and its functionality immediately upon being issued the licence and to notify the Licensor in written form (including email) of any defects, describing them fully.

3. If the Licensee fails to notify the Licensor, the software shall be considered to have been approved, unless the defect in question is not detectable during the required examination.

8. *Liability*

1. The Licensor is liable for damages only if caused by the

   - culpable violation of an essential contractual obligation or

   - caused by its gross negligence or intentional act.

   - violation of those essential contractual obligations that enable the proper execution of the Contract and compliance with which the Licensee can regularly rely.

2. If the Licensor is found liable for the breach of an essential contractual obligation as defined above such as has not been caused by its gross negligence or intentional act, the liability shall be limited to those damages that the Licensee would reasonably expect based on the circumstances known at the time the Contract was signed.

3. The Licensor is responsible for the loss of data only if his culpability has been established and likewise only to the extent described above and also only to the extent such loss would have been unavoidable even if the Licensee had undertaken all appropriate precautions, including the making of any back-up copies.

4. This limitation of liability also applies to the personal liability of employees, representatives, and boards/organs of the Licensor.

5. Any further liability is hereby excluded.

9. *Other provisions (reference list, right to make changes, applicable law)*

1. The Licensee agrees that the Licensor may publish its name as a reference client and use its situation as part of a case study. The Parties will coordinate the content to be published.

2. Each Party may only offset invoices only with such claims as are undisputed or court-ordered.

3. Both Parties undertake to keep confidential any and all knowledge concerning business secrets and data security measures acquired in the course of this contractual relationship.

4. The Licensor is free to change these General Terms of Use with the Licensee's consent. The Licensor will provide the Licensee with a copy of these new Terms of Use in written form. The Licensee is free to object to the revised Terms of Use within two weeks upon receipt of the same by making notice in written form. If the Licensee fails to provide this notice of objection, its consent shall be deemed granted. The Licensor will notify the Licensee of the intended consequences of its actions.

5. Any Licensee Terms and Conditions that conflict with these do not apply.

6. If any provision of these Terms of Use is or shall become invalid or unenforceable either in whole or in part, this shall not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provision will be replaced by one which is valid or enforceable such as comes closest to the intention of the original one. The same applies to any loopholes in these terms.

7. In the event of dispute between the parties related to these agreements, they agree that the courts in Mainz shall have jurisdiction. German law applies exclusively with the exclusion of the UN Sales Convention.

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