

These Terms and Conditions apply to the Cloud offer of SmartWe from SmartWe World AG (SMARTWE WORLD) to commercial or self-employed professional users under the terms of section 14 of the German Civil Code (BGB) (referred to in the following as "customers"). The customer's general terms and conditions shall not apply, even if SMARTWE WORLD has not expressly contradicted the validity. For additional services of third party providers that are integrated in SmartWe, the terms and conditions of the respective provider also apply.

1 Scope of services

- 1.1 The object of the service is the provision of the software application SmartWe as well as the storage of the data generated by the customer in using SmartWe. SMARTWE WORLD further develops SmartWe at its own reasonable discretion, taking into account any changes in technical conditions and user requirements. The customer's right of use relates to the latest version made available by SMARTWE WORLD.
- 1.2 SMARTWE WORLD strives for the highest possible availability of SmartWe. Irrespective of this, operations may be interrupted for preventive maintenance work if necessary. SMARTWE WORLD shall keep such interruptions as short as possible using all technical and operational resources and shall announce any interruptions as early as possible.

2 Access to SmartWe

- 2.1 SmartWe is accessed and used via a Web browser or via mobile app via the Internet. The applicable system requirements and information about Web browsers supported by SmartWe can be obtained from the currently valid release notes. Upon registration, the customer will receive access to SmartWe. User name and password must be kept secret and must not be transferred or made available for use by third parties.

3 Start of contract, duration and termination

- 3.1 If the customer has acquired an access, SMARTWE WORLD shall provide time-restricted access to SmartWe free of charge. Unless the customer concludes a contract for the regular use of SmartWe within this period,

- access will be blocked after expiry of the time limit, without the customer being entitled to the data created during the test period.
- 3.2 A contract will be concluded by an order of the customer and acceptance by SMARTWE WORLD. The test period ends upon conclusion of the contract, the use of SmartWe is subject to a fee from the month the contract was concluded.
- 3.3 The contract shall run for an indefinite time. The customer can duly terminate the contract ten (10) days, SMARTWE WORLD six (6) weeks prior to the end of a calendar month. Notice of termination must be given in writing. Where SMARTWE WORLD provides the possibility to terminate the contract by way of a secure customer service area, the customer can terminate the contract there.
- 3.4 The right of either party to terminate the contract under the statutory conditions for good cause remains unaffected. SMARTWE WORLD may terminate the contract for good cause if, among other reasons, the customer (a) is in default for two consecutive dates with the payment of the remuneration of a billing period or a not inconsiderable part of this remuneration or, in a period extending over more than two due dates, is in default with the payment of the remuneration in an amount equal to the remuneration for two billing periods, and/or (b) if the customer presumably will not be able to fulfil his payment obligations.
- 3.5 Upon termination of the contract, SMARTWE WORLD will no longer be obligated to store customer data maintained and managed in SmartWe. Customers are obligated to download their data themselves prior to the termination of the contract. After termination of the contract, the customer data is stored for a period of six months by SMARTWE WORLD and will then be deleted after this period. Should a customer require SMARTWE WORLD to provide the data during the storage period, SMARTWE WORLD will demand a fee according to expenditure.

4 Payment terms

- 4.1 The amount and due date of the remuneration for the services of SMARTWE WORLD are based on the price list valid at the time the contract is concluded. All prices are subject to the applicable statutory value added tax (VAT).
- 4.2 Customer payments shall be made by direct debit or credit card at the beginning of the month following the month of billing. If payments are to be made by direct debit, the customer shall authorize SMARTWE WORLD to collect payment for all fees incurred under the contractual relationship.

This authorization shall also apply where the customer gives notice of a change in bank details. The customer is obliged to ensure that the account has sufficient funds. If payment is to be made by credit card, the customer agrees to allow his credit card details to be forwarded to Heidelberger Payment GmbH for processing the payment.

- 4.3 If the customer causes a debit note to be returned, for example, due to the account containing insufficient funds, SMARTWE WORLD will charge a fee of €50.00 for the added administrative expenses. If the customer causes a chargeback of a credit card payment, SMARTWE WORLD will charge the customer €50.00 for the resulting costs.
- 4.4 SMARTWE WORLD will provide an electronic invoice for each payment transaction.
- 4.5 SMARTWE WORLD may reasonably increase the remuneration giving written notice of at least two months prior to the end of a calendar month. If the customer does not duly terminate the contract at the latest by the time at which the increase in remuneration is to take effect, the increased remuneration shall apply from that time.

5 Customer's rights of use

- 5.1 SMARTWE WORLD grants the customer a simple (non-exclusive), non-sublicensable, non-transferable right of use to the SmartWe cloud product provided in each case, limited in time to the duration of the contract in accordance with the following provisions.
- 5.2 The customer's right is restricted to the access to the SmartWe software for data processing to handle the customer's own business activities by persons authorized by the customer. SmartWe is not transferred to the customer. The permitted scope of use results from the licensed number of persons authorized to access the software simultaneously.
- 5.3 All rights to SmartWe are retained by SMARTWE WORLD. Any use beyond the use permitted above is not permitted: in particular, the customer is not entitled to use the software beyond the permitted scope, to copy it, pass it on to third parties or make it accessible to third parties, whether to rent or lend it, or to change or otherwise modify the software.

Obligations of the customer

- 5.4 The customer is obliged to provide necessary data completely and correctly and to notify changes immediately. This applies in particular to

- address data, bank details or credit card details and the e-mail address. The customer agrees that information and declarations concerning the contractual relationship are transmitted by SMARTWE WORLD via e-mail.
- 5.5 The customer is responsible for creating the necessary customer-side preconditions for use, in particular the telecommunications connection between the customer and SMARTWE WORLD up to the exchange point. The router output of the server, on which SmartWe is provided, is the exchange point of the services of SMARTWE WORLD.
- 5.6 The customer shall be obliged to configure his or her systems and programs in such a way (e.g. sufficient protection against computer viruses, in particular their spread) that neither the security, integrity nor the availability of the systems deployed by SMARTWE WORLD to deliver its services is impaired.
- 5.7 The customer shall administer passwords and other access data with care and keep them secret. The customer is obliged to pay for services which third parties will use or order using the customer's access data and passwords, where he is responsible for such action. The customer must inform SMARTWE WORLD immediately as soon as he becomes aware that unauthorized third parties have access codes or a personal password. Furthermore, the customer is obliged to immediately change the password if he has reason to believe that a third party has knowledge of it.
- 5.8 The customer will, keeping in mind the importance of the data, regularly store data which is maintained and administered using SmartWe on its own systems in machine-readable form, to ensure that data can be restored in the event of loss when using SmartWe.
- 5.9 The customer must inform SMARTWE WORLD of any recognizable faults in SmartWe and support SMARTWE WORLD to a reasonable extent in eliminating them.
- 5.10 The customer must not use SmartWe for illegal purposes or for any purposes that contravene official rules or regulations.
- 5.11 In the event of a material breach of the aforementioned obligations, SMARTWE WORLD is entitled to block access to SmartWe and to terminate the contractual relationship. SMARTWE WORLD is entitled to remuneration in the event of access being blocked. If the customer is responsible for a breach of duty, he shall be obliged to compensate SMARTWE WORLD for the damage resulting from the breach of duty. The customer shall indemnify SMARTWE WORLD against all third party claims based on such culpable breach of duty.

6 Defects of quality and title

- 6.1 SMARTWE WORLD guarantees that, for the duration of the contract, the SMARTWE software made available will be free of material defects that impair the use of the software more than insignificantly, and that the customer's right of use in accordance with the contract is not hindered by rights of third parties.
- 6.2 SMARTWE WORLD shall provide the warranty by supplementary performance or by showing the customer a possibility to avoid the effects of the defect without detrimentally affecting the functionality owed.
- 6.3 If the supplementary performance fails, the customer may demand a reduction of the remuneration or terminate the contract extraordinarily due to failure to grant or withdrawal from the contractual use.
- 6.4 Liability of SMARTWE WORLD for initial defects is excluded regardless of fault.

7 Liability

- 7.1 SMARTWE WORLD shall only pay damages, irrespective of the legal grounds, in the event of intent or gross negligence. In other cases, SMARTWE WORLD shall only be liable for breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), limited to compensation for foreseeable and typical damage.
- 7.2 SMARTWE WORLD shall only be liable for restoration of data if, and to the extent that, the damage is not the result of inadequate data backup by the customer.

8 General Provisions

- 8.1 The customer agrees that SMARTWE WORLD obtains information from the credit reporting agency SCHUFA HOLDING AG, Kormoranweg 5, 65201 Wiesbaden, Germany. The customer agrees that SMARTWE WORLD may transmit data to SCHUFA regarding non-contractual payment behavior, insofar as this is permissible under the GDPR (DSGVO) and the new Federal Data Protection Act (BDSG-new) after weighing up all affected interests. SCHUFA stores and transmits the data to its contractual partners in the EU internal market in order to provide them with information for assessing the creditworthiness of natural persons. SCHUFA's contractual partners are primarily credit institutions, credit card and leasing companies. In addition, the SCHUFA provides information to trade, telecommunications and other companies that grant services and deliveries against credit. SCHUFA only

makes personal data available if a justified interest in this has been credibly demonstrated in individual cases. SCHUFA provides address data for debtor identification. When issuing information, SCHUFA may additionally provide its contract partners with a probability value, calculated from its database, to assess the likely credit risk in each case. The customer can obtain information from SCHUFA about data pertaining to him. Further information on the SCHUFA information and score procedure is contained in a fact sheet which is available on request.

- 8.2 All claims, of whatever kind, arising from or in connection with this contract are subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 8.3 Exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Karlsruhe, provided that the customer is a business person, a legal entity under public law or a special asset under public law or has no general place of jurisdiction in Germany.

Date: February 2020

SmartWe World AG, Karlsruhe, Germany