

These Terms of Use apply to the SmartWe Software-as-a-Service offer ("SMARTWE") from SmartWe World AG ("SMARTWE WORLD") for business or self-employed 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 of business shall not apply, even if SMARTWE WORLD has not expressly excluded their applicability. For additional services from third-party providers that are integrated into SMARTWE, the terms and conditions of the respective third-party provider apply.

1 Scope of services

- 1.1 The service relates to provision of access to and use of the SMARTWE software application and storage of the data generated by the customer in using SMARTWE. Details of the scope of services are set out in the specification applicable at the time of signing the contract. The latest updated specification is published on the SMARTWE WORLD Web site. SMARTWE WORLD shall provide the customer on request with the applicable version of the specification at the time of contracting. The specification does not represent a listing of warranted characteristics in law. SMARTWE WORLD develops SMARTWE according to its own judgment and skills, taking into account changing technical conditions and user requirements where appropriate. The customer's right of use relates to the latest version made available by SMARTWE WORLD.
- 1.2 The availability that SMARTWE WORLD is obligated to maintain is based on the specification. During the said periods of availability, operation may be interrupted for preventive maintenance purposes where necessary. SMARTWE WORLD shall keep such interruptions as short as possible, using all technical and operational resources available and shall give as much advance notice of them as possible. The customer must report any identified bugs to SMARTWE WORLD immediately.

2 Access to SMARTWE

- 2.1 SMARTWE is accessed and used via a Web browser over the Internet. Details of the applicable system requirements and the Web browsers supported by SMARTWE are described in the online help. On registering, customers are issued with a user name and password which they can then change themselves. User names and passwords must be kept secret, and must not be transferred or made available for use by third parties.

3 Start date of contract, contract term and notice of termination

- 3.1 If the customer has acquired a test license, SMARTWE WORLD shall provide time-restricted access to SMARTWE free of charge. At the end of the test period access authorization will be cancelled. Access will then be blocked, and the customer will have no right of access to any data generated during the test period, unless he enters into a contract for regular use of SMARTWE within four weeks after the end of the test period.
- 3.2 A contract shall be created by an order from the customer and acceptance by SMARTWE WORLD. The test period ends with the conclusion of the contract; use of SMARTWE is subject to a fee from the month the contract was concluded.
- 3.3 The contract shall run for an indefinite period of time. The customer may duly terminate the contract ten (10) days' prior to the end of a calendar month. SMARTWE WORLD may terminate the contract no less than six (6) months' prior to the end of a calendar month. Notice of termination must be given in writing. Where SMARTWE WORLD provides the facility to give notice of termination by way of a secure online customer service area, the customer may do so by completing the relevant on-screen form.
- 3.4 The right of either party to terminate the contract prematurely for cause, subject to the applicable legal provisions, remains unaffected. SMARTWE WORLD may terminate the contract prematurely for cause if, among other reasons, the customer (a) defaults on payment of the fee, or a substantial portion of the fee, relating to a specific billing period on two (2) consecutive due dates or defaults on payment of the fee in an amount corresponding to the fee relating to two billing periods over a period covering more than two (2) due dates for payment, and/or (b) if the customer is considered likely to be unable to meet its payment obligations; such likelihood is suspected where the customer or a third party has applied for instigation of insolvency proceedings in respect of the customer's assets.
- 3.5 On termination of the contract, the obligation of SMARTWE WORLD to store customer data maintained and administered in SMARTWE shall also end. SMARTWE WORLD shall make available such data for the customer to download by the date of termination of the contract. Customers are obligated to download their data themselves prior to the contract termination date. On termination of the contract, SMARTWE WORLD shall store the customer's data for a period of six months, after which the data will be deleted. Should the customer require SMARTWE WORLD to provide this data during the six-month storage period, SMARTWE WORLD is entitled to charge the customer a fee of up to €50 for this service.

4 Payment terms

- 4.1 The amounts and scheduling of the remuneration payable for the services rendered by SMARTWE WORLD are set out in the price list applicable at the time of signing the contract. All prices are exclusive of the applicable statutory sales 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. Should payment be made by direct debit, the customer shall authorize SMARTWE WORLD to collect payment for all fees incurred in the course of the contract relationship. The authorization shall also apply where the customer gives notice of a change in bank details. The customer shall be obligated to ensure that the account contains sufficient funds. If payment is to be made by credit card, then 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 for the added administrative expenses. In the SMARTWE WORLD of a returned credit card payment in which the customer is at fault, SMARTWE WORLD will charge a fee of €50 for the resulting costs.
- 4.4 SMARTWE WORLD shall provide an electronic invoice pertaining to each payment transaction in the online customer service area. Customers can view and download current and past invoices in pdf format. Issuing of invoices by e-mail shall be free of charge. If the customer requests an invoice by post, SMARTWE WORLD may charge an administration fee of €2.50 per invoice.
- 4.5 SMARTWE WORLD may increase its fees giving written notice of a further two (2) months prior to the end of a calendar month. If the customer does not give due notice of termination of the contract by the date on which the fee increase is to take effect, the increased fee shall apply from the said date.

5 Customer's rights of use

- 5.1 SMARTWE WORLD grants the customer a simple (non-exclusive), non-transferable rights of use of the SMARTWE Software-as-a-Service product made available, prohibited from sublicensing and time-restricted to the duration of the contract, in accordance with the following provisions.
- 5.2 The rights of the customer are restricted to access to the SMARTWE software for data processing and for the handling of the customer's business activities by persons authorized by him. SMARTWE is not transferred to the customer. The permitted scope of use is based on the licensed number of persons authorized to access the software at any one time.
- 5.3 All rights to SMARTWE are retained by SMARTWE WORLD. No use beyond that stipulated above shall be permitted: The customer shall, in particular, not be

entitled to use the software beyond the permitted scope; to copy it ; to distribute it or make it available to third parties; to loan or hire it out; or to modify or rework it in any other way.

6 Obligations of the customer

- 6.1 The customer shall be obligated to provide the necessary data fully and accurately and to advise of any changes immediately. This applies in particular to addresses, e-mails and bank or credit card details. The customer agrees to allow SMARTWE WORLD to transmit by e-mail information and statements regarding the contractual relationship.
- 6.2 The customer shall be responsible for establishing the necessary customer-side preconditions for use, in particular the telecommunications link between the customer and SMARTWE WORLD through to the point of transfer. The router output of the server on which SMARTWE is made available is the point of transfer of the services provided by SMARTWE WORLD.
- 6.3 The customer shall be obligated to configure his or her systems and programs (including adequate anti-virus protection, and particularly to prevent them spreading) such that the security, integrity and availability of the systems deployed by SMARTWE WORLD in delivering its services is not impaired.
- 6.4 The customer shall administer passwords and other access details with care and keep them secret. The customer shall also be obligated to pay for services which third parties use or order by way of his access data and passwords, where he is responsible for such action. The customer shall inform SMARTWE WORLD immediately as soon as he becomes aware that unauthorized third parties have knowledge of login names or personal passwords. Furthermore, the customer shall be obligated to change a password immediately if he has reason to suspect that a third party has knowledge of it.
- 6.5 The customer shall regularly, and by means in keeping with the importance of the data, back up data main-tained and administered using SMARTWE on its own systems in machine-readable form, so that the data can be restored in the event of loss when using SMARTWE..
- 6.6 The customer shall immediately notify SMARTWE WORLD of identified bugs in SMARTWE and provide SMARTWE WORLD with appropriate support in eliminating them.
- 6.7 The customer must not use SMARTWE for illegal purposes or for any purposes that contravene official rules or regulations.
- 6.8 In the event of any material infringement against the aforementioned obligations, SMARTWE WORLD shall be entitled to block access to SMARTWE and terminate the contract. SMARTWE WORLD shall still be entitled to payment of fees in the

event of access being blocked. Where the customer is responsible for an infringement against obligations, he shall compensate SMARTWE WORLD for any loss thereby incurred. The customer shall indemnify SMARTWE WORLD against any claims of third parties arising from such culpable infringement against obligations.

7 Hidden defects

- 7.1 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.
- 7.2 SMARTWE WORLD shall fulfill its warranty obligations by subsequent correction or by advising the customer of a means to avoid the effects of the defect without impairing the specified and ordered functionality.
- 7.3 If the corrective action fails, the customer may request a reduction of the remuneration payable or may terminate the contract due to failure to enable, or withdrawal of, use in accordance with the contract provisions.
- 7.4 Liability of SMARTWE WORLD regardless of culpability in respect of pre-existing defects is excluded.

8 Liability

- 8.1 SMARTWE WORLD shall pay full compensation for damages, on whatever legal grounds, only in SMARTWE WORLDes of intent, gross negligence or lack of warranted characteristics. In other SMARTWE WORLDes of infringement against an obligation material to fulfillment of the contract purpose (cardinal obligation), compensation shall be limited to the foreseeable and typical loss.
- 8.2 SMARTWE WORLD shall only be liable for restoration of data if, and to the extent that, the loss is not the result of inadequate data backup by the customer.

9 General provisions

- 9.1 The customer consents to SMARTWE WORLD obtaining information pertaining to him from the credit reporting agency SCHUFA HOLDING AG, Kormoranweg 5, 65201 Wiesbaden, Germany. He consents to SMARTWE WORLD providing SCHUFA with data relating to contravention of contract payment terms, where admissible in accordance with the German Data protection Act after taking into consideration all

affected interests. SCHUFA stores and transmits the data to its contract partners within the EU in order to furnish them with information for assessing the creditworthiness of natural persons. The main contract partners of SCHUFA are banks and credit card and leasing companies. SCHUFA also discloses information to retail, telecommunications and other companies which render supplies and services on credit. SCHUFA only discloses personal data when a justified interest in its disclosure has been credibly represented. SCHUFA discloses address details in order to identify debtors. When issuing information, SCHUFA may additionally provide its contract partners with a credit score, calculated from its database, to assess the likely credit risk in each case. Customers can obtain details from SCHUFA of the information held pertaining to them. Further information relating to the SCHUFA credit reporting and scoring system is contained in a fact sheet obtainable on request.

- 9.2 All claims, of whatever kind, arising from or connected to this contract are subject to the law of the Federal Republic of Germany, excluding the UN Conventions on the International Sale of Goods (CISG).
- 9.3 The sole jurisdiction in respect of all disputes arising from or connected to this contract lies with the courts of Karlsruhe, provided the customer is a business, a legal entity under public law or a specially designated fund under public law, or is subject to no general jurisdiction within Germany.

Date: December 2017

SmartWe World AG, Karlsruhe