

MANAGE NOW GMBH („MANAGE NOWMANAGE NOW“) PURCHASE ORDER TERMS AND CONDITIONS (PRODUCTS AND RELATED SERVICES)

1. **General** – This Purchase Order shall be governed by Manage Now Purchase Order Terms and Conditions hereinafter referred to as “these Terms and Conditions” as set forth below unless the Supplier has signed a separate supply agreement with Manage Now, in which case the terms and conditions of that agreement shall control the provision of Products and/or Services under this Purchase Order. Any inconsistent or additional terms or conditions proposed by the Supplier are hereby rejected and shall not bind Manage Now in any way. These Terms and Conditions shall, together with the Purchase Order (including its Schedules), regulate the purchase of the Products and/or Services defined in this Purchase Order.

2. **Definitions** – The following terms shall be used herein with the definitions stated in this Clause :

”Confidential Information” means any information regarding the business affairs, developments, trade secrets, know-how, personnel, customers, suppliers, specifications, drawings, designs, descriptions, operational and testing information, technical information and data, and all other information of a confidential nature furnished by Manage Now in connection with the Products and/or Services.

”Delivery Date” means the date for delivery of the Products or Services as set out in this Purchase Order or agreed between the parties in writing.

”Documentation” means materials provided in writing by Supplier ancillary to the use of Products or Services.

”Manage Now” means the Manage Now company which has issued this Purchase Order.

”Intellectual Property Rights” means any patents, trade marks, service marks, registered designs, applications for any of the foregoing, copyright, design rights, database rights, know-how, confidential information, trade and business and/or domain names and any other similar protected rights (whether registered or unregistered) in any country.

”Personal Data” means any information relating to an identified or identifiable natural person; an identified or identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number, to one or more factors including opinions (whether true or not) specific to his or her physical, physiological, mental, economic, cultural or social identity.

”Price” means the amount to be paid by Manage Now for the Products and Services pursuant to Clause 6 herein.

”Product(s)” means the products defined in the Purchase Order to be supplied by Supplier under this Purchase Order.

”Purchase Order” means this purchase order form and any Schedules to it or other items referred to in it but excludes any other printed terms or conditions of sale or purchase or other form of documents.

”Services” means any product related service(s), including, but not limited to, customizing, installation, commissioning, maintenance, technical support, consulting and training.

”Supplier” means the recipient of this Purchase Order.

”Support Services” means services for maintenance of Products, including the provision of updates, patches and upgrades for software Products as further detailed in the Purchase Order.

”Terms and Conditions” means these Manage Now Purchase Order purchasing terms and conditions.

“Warranty Period” means a minimum of Twenty Four (24) months or any other agreed period beginning on the later of acceptance, delivery or installation of Products and/or Services under this Purchase Order.

3. Purchase Order Acceptance – If the order confirmation deviates from the order, Manage Now will only be bound by the order if Manage Now has agreed to such deviation in writing. Any acceptance of deliveries or services as well as payments shall not constitute Manage Now’s agreement.

4. Changes to Purchase Order – Manage Now may, by giving written notice to the Supplier at any time not later than five (5) business days prior to the Delivery Date stated in this Purchase Order, change the Delivery Date(s), quantities or types of Product(s) or Service(s) ordered without incurring any additional costs or liability unless otherwise agreed in the Purchase Order.

5. Cancellation of Purchase Order – Manage Now reserves the right to cancel all or any part of this Purchase Order if this Purchase Order is not accepted by Supplier within three (3) business days from the date of issue by Manage Now, without incurring any liability whatsoever.

6. Price, Delivery, Title and Risk of Loss – Prices shall be stated in the currency agreed in this Purchase Order and be valid in accordance with Incoterms® 2010 Delivered Duty Paid (DDP) to delivery point unless defined otherwise in this Purchase Order. Supplier shall deliver all Products and/or Services at its expense undamaged to the delivery address set out in the Purchase Order during Manage Now’s normal business hours unless otherwise notified in writing by Manage Now. Supplier shall ensure that a description of the Products and/or Services, their quantity, Manage Now’s Purchase Order number and, where applicable, part numbers and revision levels, are clearly visible upon delivery. Unless this Purchase Order, specifies otherwise, prices include all fees, charges and expenses, including costs related to travel, accommodation, appropriate packaging incurred in connection with the fulfilment of this Purchase Order. In case of any inconsistency between these Terms and Conditions and Incoterms® 2010, these Terms and Conditions shall prevail. Supplier shall, when relevant, at its own cost prepare and submit to Manage Now all documents and drawings, if any, required under this Purchase Order. Partial deliveries or Services require the prior consent of Manage Now. Ownership to the Products passes to Manage Now upon delivery. Supplier commits to a world-wide best price policy for Manage Now. If Products and/or Services are custom-made for Manage Now, this best price policy is extended to comparison of a closest comparable product/service sold by Supplier.

For deliveries including installation or assembly and for services the risk will pass upon completion of the acceptance procedure. For deliveries not including installation or assembly, the risk will pass upon handover of the delivery at the agreed point of destination. For each shipment, Contractor shall enclose packing slips or delivery notes with details of the contents of the shipment and the complete order reference. If deliveries are made directly to a third party on request of Manage Now, Contractor shall clearly state on the delivery note that delivery is being made on behalf and for the account of Manage Now.

7. Taxes – Prices payable under this Purchase Order shall be inclusive of all taxes, duties, levies and the like imposed by any domestic or foreign governmental authority (exclusive of Value Added Tax, sales tax, use tax, GST or similar taxes) in respect of sale of Products and/or Services, including any sales, use, excise, withholding, services, consumption, import, export, custom or other tax, duty or levy. Unless otherwise agreed, and excluding as it relates to any Value Added Tax, Supplier shall pay all such sales, use, excise, withholding, services, consumption,

import, export, custom or other tax, duty or levy required to perform the Purchase Order.

8. Warranty on Price – Prices stated in this Purchase Order are fixed at the date of this Purchase Order and may not be varied unless stated in this Purchase Order. However Supplier shall pass on to Manage Now any decrease of prices including, but not limited to the prices on Supplier’s standard price list for Products and/or Services occurred before delivery.

9. Invoicing Terms – Supplier shall send the invoices describing the amount of Price and applicable Value Added Tax (VAT), with reference to this Purchase Order and line item number, to the address stated on this Purchase Order or otherwise designated by Manage Now. Duplicates of invoices must be identified as such. Supplier shall have the right to issue invoices at the timing: for Products or Project Services - upon Acceptance in accordance with Clause 12 herein; for Services on an ongoing basis: monthly in arrears unless otherwise designated on this Purchase Order.

10. Payment Terms – Payment for Products and/or Services delivered and accepted in accordance with Clause 12 shall be made by Manage Now to Supplier within thirty (30) days from receipt of an invoice issued in accordance with Clause 9 herein. Manage Now shall be entitled to set off any amount owing by Supplier to Manage Now against any amount payable by Manage Now under this Purchase Order. Manage Now shall be entitled to a three (3)% discount on invoice price for payment within fourteen (14) days of invoice receipt. The discount may also be deducted if Manage Now makes any counter-claim, or if Manage Now retains payments in a reasonable amount because of defects identified. In this case, the payment term shall start after the defects have been completely remedied. In no event a payment shall constitute Manage Now’s acknowledgment of Products or Services.

11. Epidemic Failure Clause – Supplier shall be liable for Epidemic Failures and all damages arising therefrom. In case Manage Now considers that an Epidemic Failure exists with respect to any Product, Supplier shall immediately perform remedies, including, but not limited to, replacing any or all units of such Product and/or correcting such Epidemic Failure.

Furthermore, Manage Now may, in its sole discretion take Manage Now's own corrective actions, including, but not limited to, any recall procedure. In the event Manage Now decides to take own corrective actions, Supplier shall, upon Manage Now’s request, immediately take any and all necessary actions to assist Manage Now, even after those Products are incorporated into or combined with any other products. In all cases, Supplier shall bear all costs and expenses incurred in connection with remedying such Epidemic Failure.

Supplier shall remedy the Epidemic Failure at no charge to Manage Now. In addition, Supplier undertakes to rectify all Products and not just those violating the agreed quality levels. Supplier acknowledges that, during rectification, the Products without Defect may also be replaced. Supplier also agrees to extend warranty coverage to all Products actually or reasonably expected to be affected by such Epidemic Failure.

In all cases, Supplier shall reimburse Manage Now all reasonable expenses for correcting the affected Products including, but not limited to, the costs associated with replacement or repair of such affected Products (e.g. costs for material replacement, expenses for removing the defective Products and for installing or attaching the repaired or delivered defect-free Products, cost for freight, travel, and handling). Supplier shall also be liable for any direct and indirect damages incurred by Manage Now caused by Epidemic Failures, including indirect claims from Manage Now’s customers or the end-users.

Notwithstanding Clause 10 (Payment), if Manage Now considers that an Epidemic Failure exists with respect to any Product, Manage Now may refuse any payments for any or all units of such Product accepted or deemed accepted by Manage Now under Clause 12 (Acceptance). The remedies and compensation under this Clause 11 are independent from the warranty set forth in Clause 14 (Warranties), and shall apply during, and after the expiration of, the Warranty Period applicable to Product.

In case Manage Now considers that an Epidemic Failure exists (or recognizes increased failure rates which may indicate an Epidemic Failure, Manage Now will notify Supplier as soon as possible and practicable.

12. Inspection of Deliverables/Acceptance – Manage Now may perform a delivery inspection and/or test of the Products and/or Services delivered by Supplier under this Purchase Order. Any defects found during such delivery inspection or test shall be duly documented and within thirty (30) days from delivery of the Products or Services be reported to Supplier in writing. If Manage Now does not report any defects within the stipulated time frame, the Products and/or Services shall be deemed to be subject to Acceptance. Acceptance does not waive Manage Now's right to subsequently reject Products which are found upon first usage to be non-functional. Unless found during delivery inspection, a defect shall be reported to Supplier within thirty (30) days after its detection. If Manage Now submits a report on defects, Supplier shall, at its own cost and without undue delay, replace or correct defective or non-confirming Products and/or Services. Manage Now shall after such replacement or correction within ten (10) days acknowledge the replaced or corrective Products and/or Services. Upon such acknowledgement or if Manage Now does not submit an acknowledgement to Supplier within the stipulated time frame, the Products and/or Services shall be subject to Acceptance. If Manage Now does not accept the Products and/or Services or if Supplier, when requested by Manage Now, fails to replace or correct defective or non-confirming Products or Services without undue delay, Manage Now may require a reduction of the Price or terminate this Purchase Order and/or replace or correct such Products and/or Services using other resources and in either event charge Supplier the costs or damages occasioned thereby, including without limitation any incidental or consequential damages. Operational use or payment of the Products and/or Services prior to formal Acceptance shall not constitute an implied declaration of Acceptance by Manage Now.

13. Delays and liquidated damages – Time shall be of the essence regarding any time or period given for delivery, dispatch, performance or completion in the Purchase Order. Deliveries will be deemed on time, if they arrive at the agreed point of destination before or on the agreed delivery date. Deliveries that require installation or assembly as well as services will be deemed on time if the acceptance procedure has been completed before or on the agreed delivery date. The Supplier shall immediately notify Manage Now of any anticipated or actual delay. In the event that an agreed Delivery Date is delayed, and such failure is not due to circumstances for which Manage Now is responsible, Manage Now has a right at its option to either (i) claim liquidated damages or (ii) terminate this Purchase Order without liability. Where liquidated damages apply, Manage Now may set off any liquidated damages from an invoice from Supplier. Supplier shall, for each commenced week of delay, pay to Manage Now as liquidated damages five per cent (5%) of the total value of this Purchase Order. The maximum liquidated damages due to a delay shall be limited to twenty-five (25%) per cent of the total value of this Purchase Order. Payment of liquidated damages is not the sole and exclusive compensation for delays and Manage Now has a right, at its option, to require compensation under this Clause and/or any other compensation Manage Now is entitled to under these Terms and Conditions and at law.

14. Warranties – Supplier warrants that the Products and all replacements shall be new, free and clear of all

liens, encumbrances, security interest, and other claims arising due to Supplier. Supplier warrants that the Services shall be performed in a professional manner, with all reasonable skill and care, at least to industry standards by appropriately trained and experienced personnel. Supplier warrants that from the later of acceptance, delivery or installation (unless defined otherwise in this Purchase Order) and for the duration of the Warranty Period, the Products shall conform with the description and other particulars stated in this Purchase Order and these Terms and Conditions, be of satisfactory quality and fit for its purpose including be free from all defects in materials, workmanship and installation.

Supplier furthermore acknowledges and agrees, that product functionality, compatibility and security are an essential interest of Manage Now and its customers. Supplier therefore additionally represents and warrants, that any and all digital Products as well as digital elements in the Products will maintain their functionality and compatibility with all IT environments, platforms and interfaces as indicated in the respective product specifications of the manufacturer over the entire lifecycle of the respective Product as published by the manufacturer from time to time, at least however over the agreed warranty period. For this purpose Supplier shall provide to Manage Now and/or customer manufacturer certified updates for the Products from time to time, and Supplier shall inform Manage Now and/or customer proactively of the availability of such updates, as well as on how to download and how to install such updates, the decision if and when to download and install however remaining within the sole reasonable discretion of Manage Now and /or its respective customers.

In addition, Supplier represents and warrants that he will (or will have the manufacturer) constantly monitor any and all digital Products and digital elements sold by him for security risks and provide timely security updates to Manage Now and its customers over the entire lifecycle of the Product, at least however over the agreed warranty period. Supplier will promptly notify Manage Now about any security related or other issues that may adversely affect the digital Products or digital elements and will include in such notice an evaluation of the resulting risk for Manage Now and/or its customers with those issues and the reasonably expected impact that the issues may have on Manage Now or its customers

Such patches and -updates to keep up functionality, compatibility and IT security over the respective lifecycle period of the digital Product or digital element shall form part of the Product deliverables and shall be provided free of charge during such period and shall not be subject to signing a separate hardware or software support agreement.

If Supplier provides Manage Now with any standard software (including new program versions delivered during the course of Purchase Order fulfillment - if any) or hardware (including e.g. provided drivers or firmware) under the Purchase Order, Supplier will deliver them free of harmful software (e.g. malicious code, viruses, worms, Trojan horses). This has to be verified with an up-to-date scan software at a reasonable date before delivery. Supplier declares that this check showed no signs of harmful software. This regulation applies to any provision of software, including temporary and advance provision, e.g. for testing purposes. Furthermore, Supplier warrants that the standard software or hardware to be delivered by him is free of functions which might endanger the integrity, confidentiality or availability of the standard software, of other software or hardware or of data or which might run contrary to the confidentiality or security interests of Manage Now such as functions which enable unwanted diversion of data, functions which enable unwanted modification/manipulation of data or process logic or functions which enable unwanted introduction of data or unwanted expansion of functions. A possible activity of a function is considered to be unwanted if that activity has neither been requested by Manage Now in the service description nor has been offered by the Supplier with a concrete description of the functionality and the activity as well as its effects, nor has

been explicitly authorized by Manage Now on an individual basis (“opt-in”).

If any Products are found to be defective during the applicable Warranty Period, Manage Now may, without prejudice to any other right or remedy it may have, require the Supplier at the Supplier's cost and without undue delay, at Manage Now's option either repair or replace the defective Products to ensure that the Products are compliant with this Purchase Order and these Terms and Conditions. Costs and risk for the return shipment of defective Products shall be borne by Supplier. In this regard Supplier is also obliged to reimburse Manage Now for the necessary expenses for removing the defective Products and for installing or attaching the repaired or delivered defect-free Products, Supplier warrants to Manage Now that it shall co-operate with Manage Now, its agents, subcontractors and any third parties providing the Services as reasonably requested by Manage Now, ensure that the Services conform with the Service Description set out in this Purchase Order and achieve the Service Levels agreed in this Purchase Order. If any the Services are not in accordance with this Purchase Order, or if Supplier otherwise fails to fulfil its obligations under this Purchase Order, Manage Now may without liability at any time and without prejudice to its other rights or remedies, by written notice require Supplier to re-perform the Services as soon as reasonably practicable at no cost or liability to Manage Now. If Supplier fails to replace or correct defective or non-confirming Products or Services without undue delay or refuses to do so, Manage Now may require a reduction of the Price or withdraw from this Purchase Order in whole or in part and/or replace or correct such Products and/or Services using other resources and in either event charge Supplier the costs or damages occasioned thereby, including without limitation any incidental or consequential damages.

Supplier undertakes only to deliver products that have been manufactured in accordance with the relevant safety regulations and guidelines and that are marked with the necessary safety symbols under applicable law. Supplier warrants that the Products comply with the national and European environmental protection and waste management regulations and that the transport, external and sales packaging used by Supplier can be refilled or re-utilized as materials according to the applicable statutory regulations. Proof of usability of any sales packaging must be submitted upon request.

In case of product liability Supplier shall defend, indemnify and hold harmless Manage Now from and against any third party claims caused by defective Products. In case of fault liability, this shall not apply if and to the extent that Supplier can prove Manage Now's fault.

15. Support Services – If any Support Services are required such services shall be agreed in the Purchase Order. Invoicing for Support Services may be sent by Supplier to Manage Now monthly in arrears. Service Levels, availability and related Service Levels Credits shall be agreed upon in the Purchase Order.

16. Discontinuation of Supply – Subject to the warranties set forth herein, Supplier warrants that for two (2) years after the completion, expiration or termination, as relevant, of this Purchase Order, Supplier shall be available, if applicable, to perform necessary and appropriate maintenance, repairs, engineering changes, and the like and shall keep all necessary parts on hand for any repairs at Supplier's then current rates or other commercially reasonable charges, whichever are lower. After this two (2) year period, Supplier shall (i) give not less than six (6) months prior written notice if it intends to no longer provide such Services or Products, and (ii) provide Manage Now all necessary information and documentation, whether or not proprietary or confidential, necessary to enable Manage Now to maintain and repair such Products, either directly or through one or more subcontractors.

17. Software, Documentation and Guarantee of Non-Infringement – Where the Products shall include

software, firmware or components thereof, and/or where and to the extent that any Intellectual Property Rights subsist in the Products and/or the respective documentation, then the Supplier hereby warrants and represents that (i) it has obtained all necessary approvals, rights, titles, consents, authorizations and licenses to sell, resell or otherwise transfer the Products/Services and/or documentation to Manage Now for Manage Now's own use or for further distribution in order to be fully suitable for the intended use as contemplated under this Purchase Order, and/or to permit third parties to use each copy of such software, firmware or components thereof and to make such other copies as are reasonably necessary to support their intended use and (ii) neither the supply of Products /Services and/or documentation to Manage Now nor Manage Now's use or further distribution of the Products/Services and/or documentation as contemplated under this Purchase Order including a distribution via affiliates and sales channel partners infringes or otherwise violates any Intellectual Property Rights, licenses, rights, titles or other proprietary interests.. The foregoing explicitly includes any open source software (e.g. General Public License (GPL) or equivalent licenses) or other third-party software components integrated into or provided with the Products or Services. As far as the Supplier integrates third party software components which require forwarding of an end user license agreement the Supplier takes care to provide the end user license agreement to Manage Now inside the Products. Supplier further guarantees that it has fulfilled and continuously fulfills any applicable obligations related to open source software or other third-party software components integrated into or provided with the Products or Services. Supplier shall notify Manage Now in writing of any open source software or third-party software included in the Products. Supplier undertakes to provide Manage Now and its customers with all required license terms. Supplier moreover undertakes - as far as the respective open source licenses require - to provide Manage Now and its customers with all necessary source code and build scripts in order to enable Manage Now and its customers to create an executable version of such open source software which should be provided directly to the Manage Now customer in case of physical distribution of the Products directly from the Supplier to the Manage Now customer. Supplier also undertakes to list all open source software which are integrated in the Products with name and version and to reproduce the corresponding license texts integrated in the Products. In addition, Supplier shall provide Manage Now and its customers with any and all information required by the respective open source license obligations. If Supplier fails to comply with these obligations, Supplier shall defend, indemnify, and hold Manage Now and its customers harmless, from and against, including but not limited to, any damages, claims, loss, costs, and expenses arising out of any such breach. Where the Products are created or modified for Manage Now, the Supplier hereby grants Manage Now a license (save that such license shall be exclusive) for the period commencing immediately upon their creation until such time as all Intellectual Property Rights are fully and completely vested in Manage Now.

In any case of the supply of software, firmware or components thereof, Supplier shall use its best efforts to ensure that the software, firmware or components thereof are delivered free from all known viruses at any time and agrees to use suitable virus scanner programs conforming to the state of the art, in order to fulfill this obligation.

Manage Now shall not be responsible for the effective legal integration or the validity of any specific terms of an End User License Agreement submitted by Supplier.

18. Intellectual Property Rights Indemnities – Supplier warrants and represents that it owns the necessary Intellectual Property Rights in the Products, Services and Documentation related to their sale hereunder and Manage Now's use and distribution thereof, free and clear of any encumbrances, and has procured the necessary consents in relation to moral rights or otherwise necessary to make this warranty. Supplier at its own cost and expenses shall defend, indemnify and hold Manage Now and its affiliates and customers (collectively hereafter in this Clause, "Manage Now Indemnitees") harmless from any and all claims, costs, expenses, damages or other liabilities, includ-

ing court costs and reasonable attorneys' fees, arising out of or relating to any alleged or actual patent, trademark, copyright or other intellectual property infringement claims or alleged or actual claims based on misappropriation of trade secret or other proprietary rights arising out of or relating to the manufacture, use, transfer, sale or other distribution of the Products, Services or Documentation, whether alone or in combination with other items. Supplier shall immediately inform Manage Now of any possible, alleged or actual infringement of Intellectual Property Rights it attains knowledge of. If the manufacture, use, transfer, sale or other distribution of any of the Products, Services or Documentation by a Manage Now Indemnitee constitutes an infringement or misappropriation or is enjoined, Supplier shall, at its own costs, expenses and option, (i) procure for all Manage Now Indemnitees the right to continue using, transferring, selling, and otherwise distributing such Product, Service or Documentation, (ii) modify such Product, Service or Documentation so that it becomes non-infringing, while conforming to the applicable specifications, or (iii) replace such Product, Service or Documentation with a non-infringing substitute, which conforms to the applicable specifications. If the Supplier is unable to do so, then the Supplier undertakes at its own costs and expenses and option to refund in full all payments made by Manage Now for the Product, Service or Documentation and reimburse Manage Now upon demand for all additional loss, costs and expenses incurred by Manage Now in purchasing any substitute Product, Service or Documentation. Additional or other statutory rights are not affected hereby. Any liability regarding Intellectual Property Rights shall be subject to the normal statutory limitation periods.

19. Compliance with Law and Corporate Social Responsibility – The Supplier (including all of its directors, officers, and employees) shall be obliged to comply especially with the applicable laws and regulations, and conduct business based on company policies, which are equivalent to said laws and regulations. Furthermore, the following applies:

- The Supplier will act in accordance with all requirements stipulated in this Clause 19 and will take appropriate measures to ensure compliance with these requirements and principles
- The Supplier will use best efforts to promote these Ethical Standards among its suppliers. Supplier shall especially not instruct, cause or permit any third party to violate the conditions set forth in this Clause 19 on behalf of the Supplier or Manage Now.
- The Supplier shall inform Manage Now of the measures it adopted to ensure compliance with the rules, restrictions and principles herein, on Manage Now's request.
- The Supplier shall immediately notify Manage Now in writing in the event of a failure to comply with any provision of this Clause 19.

The Supplier shall especially – but not limited to – comply with the following regulations, which are highly significant for Manage Now:

- The Supplier shall comply with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and all other applicable anti-corruption laws and regulations, including, but not limited to, the laws and regulations of where the Supplier resides or does business in connection with the transaction(s) contemplated by this Agreement and in connection with any other business transactions involving the Parties.

The Supplier covenants that it has not and shall not, in all activities in connection with the performance of the transaction(s) contemplated by the Parties, directly or indirectly, offer or pay, promise to pay or authorize such offer or payment of any money or anything of value to any individual, including a government official, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire or preserve or obtain business.

The Supplier warrants and represents that it has no public official as its director, officer, controlling shareholder, employees who will be involved in this Agreement and that no public official has a controlling in-

terest in Supplier at the date of this Agreement. Supplier shall immediately notify Manage Now in writing if such warranty or representation is no longer true.

- The Supplier will not engage, actively or passively, neither directly nor indirectly, in extortion or any violation of basic human rights of employees or any child labor. Moreover, Supplier will take responsibility for the health and safety of its employees.
- The Supplier will act in accordance with the applicable environmental laws.
- The Supplier will comply with all applicable foreign trade laws and export control regulations as well with the corresponding sanction lists and anti-money-laundering laws and regulations.
- In all activities in connection with the performance of the transaction(s) contemplated by the Parties, the Supplier will comply with the applicable cartel and competition law and regulations.

The Supplier agrees to keep accurate books, accounts, records, contracts, invoices, emails and other electronic files and accompanying documentation (collectively, hereinafter “Documents”) in connection with the transaction(s) contemplated by this Agreement and in connection with any other business transactions involving the Parties.

Manage Now reserves the right to audit the Documents by itself or by outside auditors acting on Manage Now’s behalf, upon notice. The Supplier agrees to fully cooperate in any such audit.

Any breach of the obligations stipulated in these Ethical Standards shall constitute a material breach of contract by the Supplier. Manage Now may terminate this Purchase Order or suspend or withhold payment effective immediately upon written notice to the Supplier, if it has a good faith belief that the Supplier has breached or has caused a breach of this Clause 19. Manage Now will not be liable for any claims, losses, or damages arising from or related to failure by the Supplier to comply with this Clause 19 or related to the termination of this contract under this Clause 19. Supplier shall indemnify and hold Manage Now harmless against any such claims, losses, or damages caused by a failure of Supplier to comply with the provisions of this Clause 19.

19a. German Minimum Wage Act – Supplier is obliged to comply with the regulations of the German Minimum Wage Act (“German Minimum Wage Act”). In addition, Supplier shall ensure that any of its involved subcontractors comply with the provisions of the German Minimum Wage Act and that its subcontractors impose the respective obligations to their subcontractors.

Furthermore, Supplier shall indemnify and hold harmless Manage Now and all other Manage Now Affiliates receiving works and services under this contract from any and all third party claims or from payment of contributions to a joint scheme for parties to a collective agreement according to Sec. 13 German Minimum Wage Act and Sec. 14 German Posted Workers Act arising from any infringement of the regulations of the German Minimum Wage Act by the Supplier or its subcontractors.

In case Supplier does not comply with its obligations to pay minimum wages to its employees or to pay contributions to a joint scheme for parties to a collective agreement for which Manage Now as entrepreneur is liable like a guarantor in accordance with Sec. 13 German Minimum Wage Act and Sec. 14 German Posted Workers Act or if Supplier fails to ensure that its subcontractors comply with the respective obligations, Supplier shall reimburse Manage Now for all incurred damages and losses.

Upon request of Manage Now Supplier is obliged to prove to Manage Now the duly payment of minimum wages by providing Manage Now with respective documents (i.e. documents in accordance with Sec. 17 German Minimum Wage Act, in particular complete records of employee working hours and complete wage statements of the employees of the Supplier, including wages which are paid abroad). Supplier is obliged to perform regular monitoring of its subcontractors.

20. Exports – The parties acknowledge that the export or re-export including immaterial transfer of products or software products as well as technical support, their respective Documentation and other materials supplied under this Purchase Order may be subject to export control laws and regulations of the United States, the Federal Republic of Germany, the European Union (EU), Japan [and other countries. Supplier must at its cost obtain all licenses, consents and approvals as may be required from time to time under local laws and regulations and those of any other country, including but not limited to the U.S. Export Administration Regulations that may affect or regulate such export. Supplier shall, on request, provide a copy of any such licenses, consents or approvals to Manage Now as well as any export control classification numbers, tariff codes, country of origin. Preference declarations and any other information reasonably requested by Manage Now in connection with the import or subsequent export of the Products, Services and Documentation. Supplier releases, defends, indemnifies and holds harmless Manage Now and its affiliates and its customers, servants and agents (collectively hereafter in this Clause, “Manage Now”) harmless against all actions, claims and demands, damages and expenses (including attorneys’ fees and other cost of defending or settling any action, claim or demand) which may be instituted against Manage Now arising out of a breach of this Clause by the Supplier or the negligence of the Supplier, its agents, employees or of any other person for whose acts or omissions the Supplier is vicariously liable. Manage Now shall not be obliged to comply with obligations arising from this contract if and to the extent Manage Now is prevented by import or export regulations (including but not limited to those of Germany, the European Union, the USA or Japan).

In particular, Supplier shall be obliged to provide the following basic export details, if applicable, as soon as possible, at the latest, however, on the date of contract signature:

- U.S. Export Control Classification Number (ECCN) in accordance with the Commerce Control List (CCL) and all necessary license exception (e. g. ENC)
- Encryption Registration Number (ERN) for self-classified goods
- European Export Control Number (AL) (only for contractors in the EU)
- Combined Nomenclature/ Customs Tariff Code
- Country of origin
- Gross weight
- Net weight.

21. Required Insurance – Whilst performing its obligations under this Purchase Order (and for a period of seven years thereafter, Supplier shall maintain in force policies of insurance including at a minimum (i) workers compensation insurance as required by law, (ii) public liability to the value of EUR 10 million per claim, (iii) products liability to the value of EUR 10 million per claim and in the aggregate in any insurance year, (iv) professional indemnity; or errors and omissions; insurance to the value of EUR 10 million per claim and (v) any other policies that it is required to maintain by law. Supplier shall be able to provide Manage Now evidence of the insurance terms and amounts upon request by Manage Now. If the Supplier fails to comply with this Clause, Manage Now may

arrange such cover, at the Supplier's cost.

22. Permitted Processing and access to Personal Data – The Supplier shall only process any personal data processed in connection with any Purchase Order for the purposes of fulfilling its obligations under such Purchase Order and on the documented instructions of Manage Now or as otherwise required by applicable law. In the latter case, the Supplier will inform Manage Now of any such requirement before processing, unless the relevant law prohibits such information on important grounds of public interest. If the Supplier is processing personal data on behalf of Manage Now as controller, the Supplier will enter into a separate data processing agreement with Manage Now in accordance with Article 28 (3) GDPR.

The Supplier shall at all times have in place technical and organisational measures to protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. Such measures shall be appropriate to the risks of varying likelihood and severity to the rights and freedoms of individuals that arise as a result of the processing, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing. Only Supplier's authorized personnel with responsibility for privacy and security issues and personal data and with a legitimate role in fulfilling Supplier's obligations under this Purchase Order shall have access to the processed personal data ("need to know principle"). The Supplier shall ensure that any persons including its employees authorised to process, or otherwise have access to, the processed personal data have committed themselves to confidentiality on appropriate terms.

The Supplier will provide such assistance to Manage Now in relation to requests from data subjects exercising their rights laid down in Chapter III of the GDPR and Manage Now's obligations pursuant to Articles 32 to 36 GDPR, which the Supplier is reasonably able to provide. The Supplier will notify Manage Now without undue delay and in reasonable detail upon becoming aware of the occurrence of any personal data breach affecting the personal data processed on behalf of Manage Now (or any customer of Manage Now) while in the Supplier's possession or under its control. The Supplier will, in relation to any such data security incident, take reasonable steps to identify and correct the underlying cause of the data security incident so as to mitigate or exclude the risk of re-occurrence of similar data security incidents. The Supplier will delete all personal data processed in connection with a Purchase Order and which is in its possession or under its control following the end of the provision of the relevant services or delivery of the relevant goods or works unless agreed otherwise or to the extent storage is required by applicable law.

Unless agreed otherwise, the Supplier shall not engage any other person (other than its own employees) to process the personal data except with Manage Now's express prior written consent. The Supplier shall ensure that each (if any) subprocessor is party to a written contract binding on it with regard to Manage Now and imposing on the subprocessor obligations which are (at least) equivalent to those imposed on the Supplier by this Clause 22 and any separate data processing agreement. The Supplier shall, promptly upon request by Manage Now, provide Manage Now with a copy of each such contract, provided that the Supplier may redact such copy contracts so as to remove information in which the Supplier has a reasonable interest in confidentiality. Notwithstanding any consent given by Manage Now the Supplier shall remain responsible to Manage Now for the compliance by any subprocessor with the terms of the applicable privacy laws, this Clause 22 and any separate data processing agreement.

The Supplier shall not transfer, disclose or allow access by a person, or permit the same by another person, to a country or territory outside the European Economic Area except with Manage Now's express prior written consent.

The Supplier shall permit and contribute to all reasonable audits, including, without limitation, inspections, conducted by Manage Now or the third-party controller (or auditors appointed by either of them), as reasonably necessary to demonstrate the Supplier's compliance with this Clause 22 and any separate data processing agreement. Manage Now shall give the Supplier reasonable notice of any audit or inspection to be conducted.

Insofar as Manage Now orders any products (including hard- and software) from the Supplier, which can be used to process personal data, the Supplier shall ensure that these products are designed and built in accordance with applicable data privacy requirements.

23. Audit – The Supplier shall maintain records and supporting documentation of all financial and non-financial transactions under this Purchase Order and compliance with the obligations of Clauses 19 and 20 herein sufficient to permit a complete audit in accordance with this Clause for a period of seven (7) years, or longer if required by law. Supplier must, at no additional cost to Manage Now, at Manage Now's request and to the extent necessary to fully assess the performance of the services and their inclusion in the internal control procedures of Manage Now, provide to Manage Now and its internal and external auditors, inspectors, regulators and other agents or representatives, access at reasonable times and on reasonable notice to Supplier's and, if relevant, subcontractors premises, Supplier environment (including systems and networks), Supplier personnel and all materials relating to this Purchase Order and must provide information about its operations and financial position to Manage Now. Manage Now shall have a comprehensive and unhindered right of inspection and audit, including the right to make copies of relevant documents. Manage Now shall also have rights of access to all documents, data storage media and systems at Supplier insofar as these concern the Products or Services. Persons performing internal audit functions at Supplier or carrying out external audits prescribed by law are not subject to obligations of confidentiality vis-à-vis Manage Now or its auditors.

24. Intellectual Property Rights – With the exception of any pre-existing Intellectual Property Rights or any open source software, all Intellectual Property Rights in any material created in the performance of its obligations under this Purchase Order vests in, or is hereby transferred or assigned to, Manage Now immediately upon creation. To the extent, if any, that any such Intellectual Property Rights are not assigned hereunder, Supplier hereby grants to Manage Now a perpetual, irrevocable, royalty-free, exclusive license under such Intellectual Property Rights to manufacture, use, sell, distribute or otherwise exploit such Intellectual Property Rights. Supplier shall in each individual case inform Manage Now immediately about inventions created in the performance of its obligations under this Purchase Order. Insofar as can reasonably be requested by Manage Now, Supplier shall assist Manage Now with regard to the filing of patents and other statutory rights on such inventions, as well as their processing and defense.

25. Performance Indemnities to Manage Now – Supplier shall indemnify Manage Now against all loss, costs, damages, expenses (including court costs and reasonable attorneys' fees) which Manage Now may incur or become liable arising from i) defective Products and/or Services, including but not limited to defective workmanship, design or services supplied or provided by Supplier; ii) loss or damage to property; iii) death or injury to personnel; iv) any claim by a third party; or (v) non-compliance with any applicable laws, caused or contributed to by, or resulting from any act or omission of the Supplier, its officers, employees, sub-contractors and agents.

26. Limitation of Liability – Either party's total cumulative liability to the other party for any and all claims arising out of or in connection with this Purchase Order for breach of contract, breach of warranty, breach of statuto-

ry duty or negligence (or other tort) is limited to ten (10) million EUR. This limitation of liability shall not apply to claims for Supplier's obligations of indemnification hereunder or for breaches of confidentiality, data protection, or to injury to persons or death, or to damages related to fraud, misconduct, default, or gross negligence. Notwithstanding the foregoing Clause, and regardless whether the Supplier has been advised of the possibility of such loss or damages, a party shall not be liable for loss of production, loss of profits, loss of anticipated savings, loss of goodwill or any other indirect, incidental, special or consequential damages; provided, however, that the above limitations shall not apply so far as it relates to damages Manage Now suffers arising from Supplier's obligations of indemnification hereunder or for breaches of confidentiality, data protection, or to injury to persons or death, or to damages related to fraud, misconduct, default, or gross negligence.

27. Applicable Law – This Purchase Order shall be governed by and construed according to the laws of the Federal Republic of Germany. The conflict of laws provisions and the “UN Convention on Contracts for International Sale of Goods” dated April 11, 1980 (CISG) shall not apply.

28. Place of Jurisdiction – Exclusive place of jurisdiction for any disputes arising from or in connection with this contract shall be Munich, Germany.

29. Entire Agreement – Unless in accordance with Clause 1 of these Terms and Conditions, Supplier has signed a separate supply agreement with Manage Now which shall instead govern this Purchase Order, this Purchase Order otherwise constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior undertakings, agreements, representations and warranties. Each party acknowledges that, in entering into this Purchase Order, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein.

30. Severability – If any provisions of this Purchase Order (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Purchase Order, and the validity and enforceability of the other provisions of this Purchase Order shall not be affected.

31. Modifications – No amendments or additions to this Purchase Order or these Terms and Conditions is binding unless made in writing and signed by duly authorized representatives of each party.

32. Subcontractors – Supplier may use sub-manufacturers and/or subcontractors upon Manage Now's prior written consent. Supplier shall make such sub-manufacturers and/or subcontractors to comply with the standards and requirements contained in this Purchase Order and shall be fully liable for their non-compliance therewith.

33. Confidentiality; Publicity – Any Confidential Information which one party has disclosed or may hereafter disclose (the “Disclosing Party”) to the other party in connection with the Products or Services covered by this Purchase Order and which is designated as confidential by explicit identification or from the context of disclosure shall be deemed to be confidential or proprietary information and shall only be disclosed to those of its employees, advisors, contractors or subcontractors who have a need to know and are under obligations of confidentiality and shall not otherwise be disclosed to any third party without Disclosing Party's prior written consent. Supplier shall not, without obtaining Manage Now's consent, in any manner, advertise or publish the fact that the Products or Services ordered hereunder have been contracted for or furnished by Supplier to Manage Now.

34. Assignment – The Supplier may not assign, delegate or transfer all or any part of its right or obligations under this Purchase Order without the prior written consent of Manage Now. Manage Now shall be entitled to transfer or assign its rights and obligations under this Purchase Order in total or partially to affiliated companies according to Sec. 15 ff. German Stock Corporation Act. The Supplier hereby grants ex ante his consent to the assignment of claims or the transfer of this Purchase Order.

35. Force Majeure – If a party ("Affected Party") is unable to perform its obligations because of any event outside its reasonable control, including but not limited to strikes by employees of a third party, fires, wars, acts of God, governmental controls ("Force Majeure Event"), then it shall promptly notify the other party of its inability to perform and the nature and extent of the circumstances that amounts to a Force Majeure Event. Subject to compliance with the aforesaid, the Affected Party's obligation to perform those obligations affected by the Force Majeure Event shall be suspended for the duration of the delay arising directly out of the Force Majeure Event but the Affected Party shall otherwise comply in full with all its obligations under this Purchase Order and these Terms and Conditions. If a delay in performance by Supplier arising directly out of a Force Majeure Event continues for more than sixty (60) days, Manage Now may at its election, by notice to the Supplier, modify or cancel this Purchase Order without being liable to the Supplier in damages or otherwise.

36. Termination – Manage Now may by notice in writing to Supplier terminate this Purchase Order forthwith if Supplier is in material default of this Purchase Order or if Supplier becomes or threatens to become or is in jeopardy of becoming subject to any form of bankruptcy or insolvency administration.

37. Survival – Notwithstanding anything to the contrary in these Terms and Conditions, the expiration or termination of this Purchase Order shall not affect or prejudice any provisions of these Terms and Conditions which are expressly or by implication intended to continue in effect after such expiration or termination. This applies in particular to the protection of personal data and confidential information as provided in Clause 22 and Clause 33.

38. Security Declaration – With respect to any goods that are stored, transported, delivered or commissioned on behalf of Manage Now, Supplier undertakes to (i) use a secured company building and secured depots for storage and loading and (ii) to protect such locations and goods from non-authorized access during storage, loading, and transportation. Furthermore, Supplier is obliged to ensure that the staff members used in production, storage, loading, transporting and commissioning such goods are reliable.