



SOFTWARE LICENSE AGREEMENT

This Software License Agreement (hereinafter "SLA") sets forth the terms and conditions under which IDEN TEC SOLUTIONS AG, including any and all of its subsidiaries unless explicitly agreed otherwise (hereinafter "IDEN TEC"), will license Software for use by its customers (hereinafter the "Customer"). IDEN TEC and Customer are hereinafter collectively referred to as "Parties" and individually as "Party". Customer's general terms and conditions or any other general terms and conditions regarding Software, if included in its acceptance offer or offer to IDEN TEC, shall not be applicable, even if they were not rejected explicitly in any individual case by IDEN TEC. The delivery of any Goods or the rendering of any service by IDEN TEC shall not imply the acceptance of any conflicting provision, in particular Customer's general terms and conditions or any other general terms and conditions regarding Software.

1. DEFINITIONS.

Defined terms and acronyms with capital letters shall have the meaning defined below. For the avoidance of doubt, the terms and acronyms shall apply only to this SLA and to no other agreement between the Parties, unless expressly agreed otherwise in this SLA:

"Confidential Information" as used in this SLA means and includes Software and Software Specifications, Third-Party Software, Documentation, and any information regarding either Party's business, operations or activities. Both Parties understand that the Software and Documentation comprise Confidential Information and know-how that are the exclusive property of IDEN TEC.

"Customizations" or **"Modifications"** means Customer-specific Software development, including changes to the base code as well as interfaces.

"Documentation" means any operator and user manuals, training materials, and other materials provided by IDEN TEC for use with the Software.

"Effective Date" means the date when this SLA becomes effective. This SLA shall become effective upon Customer's acceptance of this SLA, or installation of the Software on a Customer server, or usage of the Hardware, Documentation and/or any other goods supplied by IDEN TEC to Customer, whatever occurs first.

"Enhancement" means a generally released revision to or version of the Software that includes features and function enhancements to the Software. The term "Enhancement" shall not include any software revision or version that (i) contains material new features not included in Updates, (ii) may be priced and offered separately as optional additions to the Software and (iii) is not made generally available to similarly situated customers without separate charges. IDEN TEC shall determine, in its sole discretion, what does not constitute an Enhancement. Any Enhancement shall be provided at the sole discretion of IDEN TEC.

"Error" means any failure of the Software to substantially conform to the Documentation.

"Firmware" means the software programs that run on non-server based hardware.

"Functional Specifications" means the Detailed Functional Specification ("DFS") developed for Customer in which the process flows, interfaces and hardware requirements are defined. Acceptance of the DFS defines the scope of the Modifications.

"General Terms of Delivery" means the terms and conditions under which IDEN TEC is willing to sell Goods to its customers. IDEN TEC's *General Terms of Delivery* can be found under IDEN TEC's website <https://www.identecsolutions.com/home/archive/>. IDEN TEC reserves the right to change the *General Terms of Delivery* from time to time.

"Goods" means any and all goods (for example Hardware) and any logical follow-on from IDEN TEC available for purchase by Customer.

"Hardware" means the hardware, equipment and other Goods to be purchased by Customer from IDEN TEC under a purchase agreement.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual

property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"License Fee" means the license fee for the Software as set forth in the written purchase agreement between the Parties and shall not include any New Version and Enhancement. The License Fee does not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If IDEN TEC is required to pay any such amounts, Customer shall reimburse IDEN TEC in full. The License Fee is fixed for a 12-month period following the Effective Date and is subject to change thereafter.

"New Version" means any new version of the Software, which from time to time may be publicly marketed and offered for purchase by IDEN TEC in the course of their normal business, being a version that contains such significant differences from the previous version as to be generally accepted in the marketplace as constituting a new product. Any New Version may be provided at the sole discretion of IDEN TEC for a fee.

"Open Source Software" means Software, which may be available without charge for use, modification or distribution and generally but not limited to such software licensed under the GNU General Public License, Lesser General Public License, Apache.

"Section" means a section of this SLA.

"Site" means the operational location for which the Software is licensed. The number of sites and or users for which Customer is licensed to use the Software may be further specified in any agreement between the Parties.

"SMA" means Support and Maintenance Agreement subject to a separate written agreement between the Parties.

"Software" means machine readable object code format of (i) programming software embedded into the Goods (for example Firmware) to enable performance of basic functions (for example operating programs) and/ or (ii) application programs and/or (iii) any Updates, Patches and Fixes and related documentation and specifications and/or (iv) any New Version and related documentation and/or (v) any Third-Party Software and related documentation and or Open Source Software and related documentation embedded in the IDEN TEC owned Software or otherwise supplied by IDEN TEC to Customer. The term "Software" excludes any Third-Party Software.

"Specification" means the functionality set out in the Documentation.

"Third-Party Software" means any third-party software program(s) required to run licensed Software under this SLA.

"Updates, Patches and Fixes" means enhancement and or, modification and or corrective changes made to the Software that establish or restore substantial conformity with any agreement between the Parties, if any, and or installation of supplied Software releases and or error corrections. An update may constitute a generally released revision to or version of the Software. Updates, Patches and Fixes shall be provided at the sole discretion of IDEN TEC.

2. SOFTWARE LICENSE.

2.1 **Grant.** The Software is licensed, not sold. Subject to the terms and conditions set forth in this SLA, IDEN TEC hereby grants to Customer a non-exclusive, non-transferable, license to use the Software and Documentation supplied by IDEN TEC to Customer solely in connection with IDEN TEC's *General Terms of Delivery* at the Site, and only for Customer's internal business purposes and subject to any limitations described in the relevant detailed Functional Specification and/or project plan and/or statement of work, whatever the case

may be (hereafter the "License"). Upon full payment of all invoices for all Goods and services, if any, under a purchase agreement, the License granted to Customer shall be valid for a 12-month period and shall terminate thereafter automatically. After the initial 12-month period, Customer may elect to renew the License for additional 12-month periods, at IDENDEC's then-current License Fee and on the basis of this SLA (hereafter "Renewal"). Such a Renewal shall include any New Version free of charge if generally available at the time of the Renewal. The grant of the License, including the Renewal, shall become effective only if Customer fully complies with all of the terms and conditions of this SLA.

2.2 Scope of Rights. Customer may:

2.2.1 Install, use and execute the Software on the server on which it is initially installed for operational use. Customer may, upon prior written notice to IDENDEC, move the Software to a different server, or, in the event of a disaster, run the Software on a back-up server;

2.2.2 Use and execute the Software only in connection with internal business operations as defined;

2.2.3 Use the Software only at the specified Site;

2.2.4 Make copies of the Software for backup and archival purposes, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) IDENDEC's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to IDENDEC upon request. All copies that are made by Customer shall be the property of IDENDEC; and

2.2.5 Make copies of the Documentation for Customer's internal use only, provided that IDENDEC' copyright and other proprietary legends are reproduced on each copy.

2.3 **Restrictions.** IDENDEC reserves all rights (such as rights under intellectual property laws) not expressly granted in this SLA. In addition to other restrictions set forth in this SLA, Customer may not:

2.3.1 Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof, except as expressly authorized under this SLA;

2.3.2 Except as expressly permissible under Section 2.2, use the Software for the benefit of third-parties in a commercial, retail, service bureau or similar enterprise;

2.3.3 Publish, rent, lease, or lend the Software;

2.3.4 Work around any technical restrictions or limitations in the Software;

2.3.5 Except as permitted pursuant to applicable law not capable of variation by contract, reverse assemble and/or decompile the Software or otherwise examine the Software for purposes of reverse engineering; or

2.3.6 Remove the labels or any proprietary legends from the Software or its Documentation.

2.4 **Title.** IDENDEC reserves all rights not expressly granted. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software, Third-Party Software, Documentation, and all material relating to the Software and Third-Party Software.

2.5 **Right to Audit.** IDENDEC shall have the right, at any time during normal business hours, to audit Customer's use of the Software, Third-Party Software and Documentation, including all material relating to the Software and Third-Party Software, to monitor compliance with this SLA. Notwithstanding the provisions of Section 4 and 11, if an audit reveals that Customer has exceeded the restrictions on use, Customer shall pay for the cost of the audit and any additional license fees and support fees charged by IDENDEC for such established usage.

2.6 **Assignment.** The License granted hereunder is personal to Customer and may not be assigned by any act of Customer or by operation of law unless in connection with a transfer of all or substantially all of the assets of Customer or with the written consent of IDENDEC. Notwithstanding the foregoing, Customer is entitled to assign such License to any third-party, when transferring ownership of the entity for which the Goods were purchased, under the condition that the SMA between the Parties is transferred to that new entity.

2.7 **Third-Party Software.** Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party's license or purchase agreement. All Third-Party Software provided to Customer under this SLA shall be used only in accordance with the applicable license from the third-party and only in conjunction with Software.

2.8 **Ownership of Customizations.** IDENDEC shall own all right, title and interest (including all associated intellectual property rights) in and to any Customizations, Enhancements, Modifications, improvements, derivations, extensions or other changes to the Software and/or Documentation, including any that result from the joint efforts or collaboration of IDENDEC and the Customer. In no event, however, shall Customer have any right to make such changes to the Software and the Documentation.

2.9 **Services.** The License Fee shall not cover any fee for providing any services, including without limitation, training, support and maintenance, and implementation services. Services to be provided by IDENDEC shall be set forth in a separate written agreement mutually agreed by the Parties.

3. SUPPORT.

3.1 For the first 12-month period beginning on the Effective Date, and at IDENDEC's own expense, IDENDEC shall provide Customer with

- a) telephone or electronic support during IDENDEC's normal business hours in order to help Customer locate and correct problems with the Software, and
- b) internet-based support system generally available seven days a week, twenty-four hours a day.

3.2 Any support service as mentioned in Section 3.1 shall terminate automatically after the first 12-month period following the Effective Date.

4. TERM.

This SLA shall begin on the Effective Date, or usage of the Hardware, Software, Documentation and/or any other goods supplied by IDENDEC, whatever occurs first. This SLA shall remain in full force and effect until the purchase agreement between the Parties, in connection with the Software or this SLA, has been terminated.

5. TERMINATION FOR BREACH.

5.1 This SLA may be terminated by either Party upon written notice with immediate effect, if the other Party:

5.1.1 is in material or persistent breach of any of its obligations under this SLA and either that breach is incapable of remedy, or that Party has failed to remedy such breach within 20 (twenty) days after receiving written notice requiring it to do so; or

5.1.2 ceases trading, is unable to pay its debts, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over all or any substantial part of its assets, or is subject to any analogous act or proceeding under foreign law to any of those mentioned in this Section 5.1.2, or in each case, if the other Party has reasonable cause to suspect that any of the events in this Section 5.1.2 is likely to happen.

5.2 The Software license granted pursuant to Section 2.1 shall lapse immediately on written notice,

- c) if Customer is in material or persistent breach of any of its obligations under this SLA and either that breach is incapable of remedy, or that Customer has failed to remedy such breach within 20 (twenty) days after receiving written notice requiring it to do so; or
- d) if the purchase agreement between the Parties in connection with the Software has been terminated or otherwise becomes ineffective.

6. POSTTERMINATION RIGHTS.

6.1 Upon the termination of this SLA, all rights granted to Customer under this SLA shall forthwith terminate and immediately revert to IDENDEC and Customer shall discontinue all use of the Software, the Documentation, and the like.

6.2 Upon termination of this SLA, IDENDEC may require that Customer furnishes to IDENDEC a certificate which certifies with respect to the Software, including any documentation, any Third-Party Software, and each and every copy thereof, that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of the Software and any Third-Party Software have been destroyed. The foregoing shall also apply to Software or portions of the same that has been modified or combined with other programs.

7. FEE AND PAYMENT TERMS.

7.1 Customer shall pay IDENDEC the License Fee set forth in IDENDEC's *General Terms of Delivery* or as otherwise agreed between the

Parties in any written agreement. Unless otherwise explicitly agreed, the License Fee shall be payable in full by Customer upon the execution of this SLA, or usage of the Hardware, Software, Documentation and/or any other goods supplied by IDENDEC, whatever occurs first.

7.2 The License Fee does not include any amounts for taxes and/or customs. Customer shall pay all applicable taxes and/or customs levied by any tax authority or any other competent authority based upon this SLA, the Software and/or for any services performed by IDENDEC.

8. ADDITIONAL RESPONSIBILITIES OF CUSTOMER.

Customer shall allow remote access, on each server on which the Software is installed, and at Customer's sole expense, for IDENDEC's use on a twenty-four hour, seven-days-per-week basis.

9. WARRANTIES.

9.1 **Software.** IDENDEC warrants that the Software will operate in substantial conformance with its then-current Documentation for a period of ninety (90) days after operational use of the Hardware for which the Software is procured by Customer. IDENDEC agrees to correct or replace a material non-conformity of which it receives written notice during the warranty period. Notwithstanding the foregoing, the warranty set forth in this Section 9.1 shall not apply to Updates, Enhancements and Error corrections. IDENDEC's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty is the correction or replacement of any non-conformity. Customer shall provide IDENDEC with written notice that non-conformity exists, and IDENDEC shall have a reasonable period of time, based on the severity of the non-conformity, to correct the Software. IDENDEC further warrants that to the best of its knowledge, the Software does not contain any viruses.

9.2 **Exclusions/Disclaimer.** IDENDEC's warranty obligations and other obligations under this SLA with respect to the Software, are expressly conditioned upon Customer's proper use of the Software, as well as Customer's compliance with the warranty conditions as specified in clause 8.3 of IDENDEC's *General Terms of Delivery*, and do not include:

9.2.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of IDENDEC;

9.2.2 Problems and errors that IDENDEC cannot reproduce. In the event only Customer can reproduce problems and/or errors, Customer shall cooperate with IDENDEC to the extent necessary in order to help IDENDEC to reproduce such problem and/or error;

9.2.3 Problems relating to or caused by any hardware, Third-Party Software, or software that was not supplied or authorized in writing by IDENDEC. For purposes of clarification, IDENDEC shall not be responsible or incur any liability hereunder, on whatever grounds, for any error, defect, or malfunction of the Software which is caused by, or results from, any installation or delivery of the Software by any other third-party, or by Customer prior to the Effective Date;

9.2.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured; and

9.2.5 Errors, defects, and malfunctions that are traceable to Customer's errors or system changes shall be billed at IDENDEC's time-and-material charges, including out-of-pocket expenses.

9.2.6 THE ABOVE ARE LIMITED WARRANTIES AND THEY ARE THE ONLY WARRANTIES MADE BY IDENDEC WITH RESPECT TO THE SOFTWARE, EXCEPT THAT IDENDEC AGREES TO PASS THROUGH ANY WARRANTIES EXTENDED FOR THIRD-PARTY SOFTWARE INCORPORATED INTO THE SOFTWARE. IDENDEC MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED AND IDENDEC DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IDENDEC SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SLA FOR CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT IDENDEC'S LIABILITY IN CONNECTION WITH THE SOFTWARE, WHETHER ARISING IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO IDENDEC FOR THE LICENSING OF THE SOFTWARE.

10. CONFIDENTIAL INFORMATION.

10.1 IDENDEC's Confidential Information, which may be included in the Software, is subject to the confidentiality provisions set forth in IDENDEC's *General Terms of Delivery* and this SLA. In addition, Customer recognizes that IDENDEC regards the Software as its proprietary information and as confidential trade secrets of great value. Customer agrees not to provide, or to otherwise make available in any form the Software, or any portion thereof, including Documentation, or any Third-Party Software, to any person other than employees of Customer without the prior written consent of IDENDEC. Customer further agrees to treat the Software, including the Documentation, Software Specifications and any Third-Party-Software with at least the same degree of care with which Customer treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Software and any Third-Party Software.

10.2 Except as otherwise provided in this SLA, each Party agrees that it shall not use or disclose to any third-party any Confidential Information of the other Party for any reason, except to its employees, subcontractors or advisors who require such knowledge in the ordinary course of their employment or service for such Party. Each Party shall take all necessary action to ensure that its employees, subcontractors or advisors comply with the confidentiality provisions of this Section 9.

10.3 The receiving Party shall promptly inform the other Party if any confidential information has been in possession of the receiving Party prior to its disclosure, such information has become known, or is required to disclose such information by order of court, competent authority or a third-party. Either Party shall be obliged to impose the same confidentiality obligations, as set forth in this Section 9, to any third-party used for the fulfillment of their services.

10.4 Both Parties shall be authorized to take actions that are necessary to ensure compliance with the terms of this SLA, including, without limitation, inspection of premises.

10.5 The obligations set forth in this Section 9 shall not apply to any information that (a) is publicly available; (b) is obtained by the receiving Party from a third-party as a matter of right; (c) is already known or independently developed by the receiving Party; or (d) is required to be disclosed by law. Furthermore, it is agreed that IDENDEC may disclose any Confidential Information to, and exchange the same between its affiliates, as it deems necessary under the condition that the affiliate will treat such information as stated under this Section 9.

10.6 This Section 10 will continue for an indefinite period, at minimum, however, for a period of five (5) years from the Effective Date, or usage of the Hardware, Software, Documentation and/or any other goods supplied by IDENDEC, whatever occurs first, and will inure to the benefit of and bind the successors and assigns of the Parties hereto.

11. INTELLECTUAL PROPERTY INDEMNIFICATION.

11.1 **Scope.** IDENDEC, at its sole discretion, reserves the right to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this SLA. IDENDEC shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, subject to Customer's consent, which shall not be unreasonably withheld, conditioned or delayed.

11.2 **Notice.** IDENDEC shall give Customer prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on IDENDEC's rights in the Software.

11.3 **Alternatives.** IDENDEC shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 11.1, IDENDEC may, at its sole discretion, (a) procure for Customer, the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate any contract between the Parties in connection with the Software and refund the License Fee paid by Customer, less depreciation using a five-year, straight-line method of calculation.

11.4 **Exclusions.** IDENDEC shall have no obligation under this Section 11 with respect to any claim or action that is based upon or caused by: (a) Customer's use of the Software in breach of any term or condition of this SLA; (b) use of the Software in combination with any equipment, product, software, data or system not provided or authorized in writing by IDENDEC; (c) modification of the Software other than by a representative of IDENDEC; (d) use of any version of the Software other than the most current version of the Software, where use of the most current version would have avoided the claim of infringement.

11.5 **Sole Remedy.** This Section 11 states IDENDEC's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

12. PENALTIES.

If Customer fails to comply with the provisions laid down in this SLA, Customer will be liable to a penalty in the amount stipulated below without derogating from any other remedy that IDENDEC is entitled to under applicable law. Thus, Customer shall pay IDENDEC a penalty per week of default with the terms of conditions of this SLA, of 1% (one percent) of the total charges to be paid under the purchase agreement between the Parties in connection with the Software. Customer's total liability for penalties in such a case shall be limited to a maximum of 15% (fifteen per cent) of the total price payable under the aforesaid purchase agreement.

13. LIMITATION OF LIABILITY.

13.1 IDENDEC'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS SLA FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY CUSTOMER TO IDENDEC. IN NO EVENT SHALL IDENDEC BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

13.2 The limitation of liabilities in Section 13.1 shall not operate to exclude or to limit IDENDEC's liability for death or personal injury caused by its negligence or the negligence, gross negligence, fraud or willful misconduct of its employees or agents or for fraud, or as otherwise prescribed by applicable law from which the Parties cannot deviate by means of a mutual agreement.

14. MISCELLANEOUS.

14.1 **Customer List; Press Release.** Customer hereby authorizes IDENDEC to use Customer's name in its list of customers, which IDENDEC may publish from time to time. IDENDEC shall not use Customer's name in any press release that is not approved in advance by Customer.

14.2 **Changes.** IDENDEC reserves the right to amend, change or modify this SLA from time to time at its sole discretion.

14.3 **Notices.** Any notice or other communication required or permitted under this SLA in writing shall be deemed delivered when mailed, by certified mail-return receipt requested, postage prepaid to the principal place of business address of the Party concerned.

14.4 **Excusable Delays.** Neither Party shall incur liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this SLA, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the Party.

14.5 **Statute of Limitations.** No Party may commence an action under this SLA in the event of a breach, more than one (1) year after the occurrence of the breach, or, in the event the breach is not discovered by the injured Party when it has occurred, more than one (1) year after the breach could, in the exercise of due diligence, have been discovered by such Party.

14.6 **Export Controls.** Customer understands and acknowledges that the laws and regulations of Austria, Norway, Germany, the European Union, the United States of America and other applicable countries may restrict the export and re-export of commodities, Software and technical data of the respective origin to certain countries. Customer acknowledges and agrees to comply with all applicable local and international export and re-export restrictions and regulations ("Export Controls Laws") with respect to the use of the Software. Customer agrees to indemnify and hold IDENDEC harmless from any loss, damages, liability or expenses incurred by IDENDEC as a result of Customer's failure to comply with any Export Controls Laws with regard to the Software.

14.7 **Additional Terms.** Depending on the capabilities of the Goods, which Customer has purchased from IDENDEC, how such Goods are configured, and how Customer uses them, additional IDENDEC and third-party terms may apply to the use of certain features and services regarding the Software. For all conditions not covered by this SLA, IDENDEC's *General Terms of Delivery* shall apply. In case of a conflict between the provisions of this SLA and those of the IDENDEC's *General Terms of Delivery*, including any referenced documents thereto, or any other documents the provisions of this SLA shall take precedence.

14.8 **Severability.** If any provision of this SLA is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the

extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions. In the event any provision of this SLA is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner that gives effect to the intent of the Parties in entering into this SLA..

14.9 Anti-Corruption.

14.9.1 Without limiting the obligation to comply with applicable laws and regulations in accordance with this SLA, the Parties represent, warrant, covenant and agree that either Party and their officers, directors, employees, agents, representatives and sub-suppliers and their contractors and subcontractors will not, directly or indirectly, in any way that relates to this SLA (1) offer, promise, pay, give, or authorize any financial or other advantage, or anything else of value, to any other person or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the recipient for past conduct; (2), offer, promise, pay, give, authorize, request or receive an improper advantage, or accept an offer thereof, in connection with a position, office or assignment; or (3) request, receive or accept, for the benefit of himself or anyone else, any financial or other advantage, or anything else of value, as an inducement or a reward for violating a duty of loyalty to IDENDEC or Customer, or improperly performing a function that relates in any way to this SLA or to the Parties.

14.9.2 All financial settlements, billings and reports rendered to a Party from the other Party shall properly reflect the facts about all activities and transactions handled for the account of the other Party. The data may be relied upon as being complete and accurate in any further recordings and reporting made by a Party or its representatives for whatever purpose.

14.9.3 A Party shall, upon the other Party's request, give a written statement to the other Party confirming that it has complied with all requirements of Section 14.9.

14.9.4 A Party shall immediately report to the other Party, any act or omission which could possibly be seen as a breach of Section 14.9. In such instances the Party giving notice shall give the other Party access to all documents which in the Party's reasonable opinion may be relevant to determine whether such a breach has occurred. Either Party shall also immediately report to the other Party, any requests or solicitations for advantages or anything of value as mentioned in Section 14.9.1.

14.9.5 Both Parties shall require their sub-suppliers and their suppliers and sub-suppliers, contractors and subcontractors to agree to and comply with contractual provisions substantially identical to those contained in Section 14.9.

14.10 Jurisdiction and Governing Law.

14.10.1 All disputes or claims arising out of or in connection with this SLA, including disputes relating to its validity, breach or nullity, shall fall within the exclusive jurisdiction of the competent court at IDENDEC's domicile. This SLA is subject to Austrian law, excluding any referral rules. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply with regard to this SLA.

14.10.2 In the event Customer is incorporated in a country, which is not a member state of the European Union (EU) or the European Economic Area (EEA), the following shall apply within Section 14.10:

All disputes or claims arising out of or in connection with this SLA, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna ("Vienna Rules") by one (1) arbitrator appointed in accordance with the said Vienna Rules. The provisions on expedited proceedings shall be applicable. The governing law of this SLA shall be the substantive law of Austria. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply with regard to this SLA. The seat, or legal place, of arbitration shall be Vienna, Austria. The language to be used in the arbitral proceedings shall be English.

14.11 **Successors.** This SLA shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, and assigns.

(Effective from 01.08.2019)