

General Terms and Conditions

SCHEDULES

Schedule 1: Software Use and Restrictions

Schedule 2: Support Services Terms

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The General Terms and Conditions ("**General Terms**"), together with all applicable Schedules (collectively, the "**Agreement**") are a legal agreement between you, a legal entity ("**Client**"), and MADiscover GmbH ("**MADiscover**" or "**Company**"). If you are not legally able to be bound by the Agreement or do not want to consent to the terms of the Agreement, your use of the Products is strictly prohibited. Your use of the Products is subject at all times to this Agreement, as amended from time to time. If you do not unconditionally agree to the foregoing, discontinue the installation or use of the Products. If you proceed with use, you are (i) representing and warranting that you are authorized to bind the Client; and (ii) agreeing to the Terms.

Order of Precedence. The General Terms are applicable to all MADiscover Products and Services and set forth the terms under which the Client may use MADiscover Products and Services. Certain Products are subject to additional terms and conditions, which are set forth in the applicable "Schedule." In the event of a conflict or inconsistency between any of the General Terms and a Schedule, the Schedule will govern.

1. Preamble

- 1.1. These General Terms and Conditions (hereinafter “GTC”) shall exclusively be applied to and govern all sales of materials, equipment, products (including all software included in such products or which the products consist of, hereinafter “Products”) and provision of support and other services (hereinafter “Services” and, together with Products, “Products/Services”) belonging to, or, rendered by MADiscover GmbH (hereinafter the “Company”) to their Clients (hereinafter “Client”).
- 1.2. These GTC shall apply to all present and future sales which the Company provides for the Client, even if in any specific case there is no further explicit reference to the GTC in subsequent contractual agreements.
- 1.3. These present GTC shall in any event take precedence over the General Terms and Conditions of the Client; similarly, any General Terms and Conditions of the Client will only be deemed to have legal effect if they have been acknowledged in writing by the Company and are not at variance with the present GTC.

2. Definitions

- 2.1. **MADiscover Materials** means all MADiscover proprietary materials, including, but not limited to, Deliverables, Products and intellectual property related to Products and Documentation.
- 2.2. **Deliverables** means any written reports and materials that are created specifically for Client as a result of Professional Services provided hereunder, as set forth in Schedule 5 (“Professional Services Terms”).
- 2.3. **Delivery** with respect to Software and Cloud Services means when the Software or Cloud Service is made available by MADiscover.
- 2.4. **Documentation** means manuals or other materials provided by MADiscover related to the Products in electronic or other form, as amended from time to time by MADiscover.
- 2.5. **Effective Date** shall mean the date of Delivery of the Products.
- 2.6. **Cloud Service** means the right to use a cloud system or platform hosted by MADiscover, which provides the services and functionality set forth in the applicable Specification.
- 2.7. **Cloud Service Term** means the length of time for which a Cloud Service is purchased.
- 2.8. **Intellectual Property Rights** means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the Austria, the United States, or any other state, country or jurisdiction.
- 2.9. **Product** means, collectively, any Hardware, Software, Subscriptions, Cloud Service, Services and any combination thereof.
- 2.10. **Order** means a written purchase order or similar ordering document, signed or submitted to MADiscover under which the Products are provided for Client’s use.
- 2.11. **Professional Services** means consulting services provided by MADiscover under a Statement of Work and/or set forth on an Order.
- 2.12. **Software** means software embedded in Hardware, used to provide a Cloud Service or any software licensed to Client as a Subscription, including any Updates thereto.
- 2.13. **Service or Services** means Professional Services and Support Services.
- 2.14. **Specification** means the functionality for the Product as documented in Product description or data sheet.

- 2.15. **Statement of Work** or **SOW** means a document between MADiscover and Client, describing Professional Services, rates and timelines for those Professional Services.
- 2.16. **Subscription** means a license provided by MADiscover for a Subscription Term under which MADiscover provides access to certain features and functionality, as described in the Specification, which is provided subject to the applicable Schedule, if any, and these General Terms.
- 2.17. **Subscription Term** means the length of time for which a Subscription is purchased.
- 2.18. **Support Term** means the length of time for which the Support Service is purchased.
- 2.19. **Support Services** means the maintenance and technical support services provided by MADiscover with respect to each Product, as described in Schedule 3 ("Support Services Terms").
- 2.20. **Update** means minor enhancements, error corrections and bug fixes to the Software.
- 2.21. **NFP (not for production) Product** means any Product which is restricted for evaluation purpose usage. Client must not use NFP products in a production environment.

3. Conclusion of Contract

- 3.1. By ordering the Products/Services, the Client is making a binding offer. The order is accepted by means of a written confirmation of the order, or by rendering/delivery of the Product/Service to the Client. Offers made by the Company are non-binding and subject to confirmation. This applies even if the Company has provided the Client with product descriptions.
- 3.2. The GTC also govern the time upon earlier installations or first use of software if the Client is granted an evaluation.

4. Object of Purchase

- 4.1. The scope, type and quality of the Products/Services are determined by the contents of the order confirmation or invoice. Any other specifications or requirements will only become an integral part of the contract if the parties agree to this in writing or if the Company has confirmed this in writing. Any requests for additions and changes made subsequent to conclusion of the contract shall be remunerated separately in accordance with the specified conditions; these present GTC shall also apply to such requests for additions and changes.

5. Prices

- 5.1. All prices are exclusive of VAT and/or other applicable product or transaction taxes and are expressed in Euros. A separate individual price is calculated for every Product/Service. This price is only valid for a specific defined Product/Service and therefore does not apply to other, even similar Products.
- 5.2. The prices of Products are based on the costs at the time of the initial price quotation. Services (programming, training, advisory services via telephone, repairs, etc.) shall be charged based on work expenditure in accordance with the rates valid on the day of performance of the Services. Deviations from the work expenditure calculated in the contractually agreed price that are not attributable to the Company shall be charged according to actual incurred expenses.
- 5.3. The following costs are not included and are for the Client's expense, unless expressly agreed otherwise: prices of packaging, transportation and travel costs, including transport insurance, storage costs, costs of carriage, import duties, taxes, levies, etc.
- 5.4. Currency fluctuations, increases in prices of materials, auxiliary materials and raw materials, wages, salaries, social security charges, costs imposed by the government, levies and taxes, transportation costs, import and export duties, or insurance premiums, arising between the order confirmation and delivery of sold Products/Services entitle the Company to increase the agreed price accordingly.

- 5.5. The Client shall be charged separately for travel expenses and daily subsistence allowances and accommodation in accordance with the respectively valid rates. Travel times are deemed to be working time.

6. Terms of Payments

- 6.1. The invoices presented by the Company are to be settled according to these GTC without any deductions and free of expense. These GTC agreed upon for the entire order shall also apply per analogy to partial invoices. The payment of the Products/Services shall generally be made without delay unless explicitly stated otherwise on the invoice. MADiscover can also request a full or partial advanced payment before delivering any Products/Services. Payments must, in principle, be paid by bank transfer to the account of the Company at the Bank: Raiffeisen-Landesbank Tirol AG, account holder: MADiscover GmbH, IBAN: AT07 3600 0000 0088 4288, BIC: RZTIAT22 free of charges and deductions. After a separate written agreement with the Company, the Client may also choose an alternative form of payment (e.g. cash payment, PayPal, bank transfer).
- 6.2. Discounts on payments require a separate written agreement. In the event of a delay in payment, including with partial payments, any discount agreements entered into shall be null and void. Payments by the Client shall only be deemed to have been made when the amount is received by the Company on its account.
- 6.3. The Client shall not be entitled to withhold payment for reasons of incomplete delivery, guarantee or warranty claims or deficiencies.

7. Reservation of Ownership

- 7.1. The Company will retain ownership of the Products sold until all present and future receivables arising out of the purchase contract and ongoing business relationship (secured claims) have been paid in full. The Products subject to reservation of ownership may neither be pledged to third parties nor assigned by way of security until the secured claims have been paid in full. The Client bears the full risk for the reserved Products, in particular the risk of destruction, loss or deterioration. The Company shall be entitled to charge incurred transport and manipulation charges in the case of withdrawal of the goods.

8. Delivery

- 8.1. The delivery time is individually agreed or specified by the Company when the order is accepted. The Company endeavors to do his utmost to meet the performance (completion) date as closely as possible. The anticipated dates of performance can only then be met if the Client provides all the work and all the documentation necessary to this end in full at the dates prescribed by the Company and if he fulfils his duty to cooperate to the extent required.
- 8.2. If the Company is unable to comply with binding delivery/performance times for reasons, for which the Company is not responsible (in particular unavailability of the respective Products or employees or third-party providers required for performance of the Services), the Company will inform the Client of this without delay and will at the same time inform the latter of the anticipated new delivery time. If such circumstances make delivery/performance impossible or unacceptable, the Contractor can be released from his delivery obligation.
- 8.3. Should it turn out during delivery of Services that it is impossible to perform the order from a factual or legal point of view, the Company is obliged to immediately notify the Client thereof. If the impossibility of performance results from a default of the Client or if it results from a subsequent alteration of the performance description by the Client, the Company is entitled to withdraw from the order. The costs and expenses that have been accumulated up to this time for the activities of the Company are to be reimbursed by the Client.

- 8.4. The Company shall not be responsible for delays in delivery and increases in costs caused by incorrect, incomplete or subsequently changed data and information or, respectively, such documents provided and same shall not lead to default of the Company. Supplementary costs arising thereof are borne by the Client.

9. Returns

- 9.1. Client may cancel all purchase orders for Products (excluding renewals) within 14 days delivery of software ("Cancellation Period"). After the Cancellation Period, all purchase orders are non-cancellable, and the fees paid to the Company for Products/Services are nonrefundable. Fees for Services provided by the Company are non-cancellable and nonrefundable once performance commences.
- 9.2. In the event that it was explicitly agreed that Client has to accept Products/Services according to an agreed procedure which is later than 14 days after the order, the acceptance cannot be cancelled after it.
- 9.3. In the event that the agreed delivery period is exceeded due to the sole fault or unlawful conduct of the Company, the Client is entitled to withdraw from the respective order by means of a registered letter in case that essential parts of the convened service cannot be performed even if a reasonable period of grace is set and in case that the default occurred without the Client's fault.

10. Professional Services

- 10.1. If applicable, Professional Services will be provided in accordance with these General Terms and Schedule 4 ("Professional Services Terms").

11. Support Services

- 11.1. **Support Services Purchase.** Support Services may be purchased separately or may be bundled into the price. Client is not entitled to Support Services until MADiscover receives payment in full for such Support Services.
- 11.2. **Support Services Entitlement.** For Clients with active Support Services, the following shall apply:
- 11.2.1. Support Services will only be available for the specific Product for which the Support Services is purchased. Applying Updates or receiving Support Services on systems where no valid entitlement has been purchased is strictly forbidden and in violation of this Agreement.
- 11.2.2. For Software during the purchased Subscription Terms, Client is entitled to Updates to Software. MADiscover shall provide Client with all Updates, without additional charge, in accordance with Schedule 3 ("Support Services Terms"). Upon Delivery to Client, each Update will constitute Software and will thereafter be subject to and governed by this Agreement, including without limitation the license and warranty terms.
- 11.2.3. Support Services for Software are always required for continued access to the full functionality and proper operation of the Product. Client acknowledges that failure to pay for ongoing Support Services will limit or degrade the functionality of the Products.

12. Copyright

- 12.1. All Products/Services, in particular the software and its content are protected by copyright. The delivery of Products/Services to the Client only grants the Client permission to use the Products/Services. In this respect, upon payment of the purchase price by the Client the Company grants the Client a non-exclusive, time-restricted, non-transferable license to use such Product/Service solely for its own internal business purposes, provided the Client complies with the restrictions set forth herein. The Company reserves all rights not expressly granted to the Client. The rights granted are limited to the Products or tangible results of Services (including software) and do not include any other patent or intellectual property rights. The Company retains ownership of licensed software and its content hereunder (hereinafter the "Software"). If Software has been licensed as NFP Product, the Client must not use the Software in a production environment, or beyond the term of the NFP license.
- 12.2. This Agreement allows the Client to use Software and/or the Cloud Services only within the restrictions given on the order confirmation and the respective Product description. Use of the Product shall also be limited, as applicable and as set forth in the Company's price list, quote, user documentation, or web site, to a certain functionality and/or a maximum number of (a) seats (i.e. users with access to install software); (b) concurrent users and/or administrators. A limited license allows the Client to use the Software only for the licensed number of instances and licensed sizes.
- 12.3. The Client shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code; (d) make copies of the Software, other than one backup copy (on the condition that the software does not contain an express prohibition on the part of the licensor or third parties, and that all copyright notices and proprietary notices are also transmitted into this copy without changes); (e) transfer, rent, lease, lend, or sublicense the Software or allow a third party to do so.
- 12.4. Client may not otherwise transfer the Software or any of its rights and/or obligations under this Agreement; (f) utilize or run the Software on more computers than the number of licenses that were purchased; or (g) operate the Software in a fashion that exceeds the capacity or capabilities that were purchased; (h) to develop or disclose any benchmarks, measurements, or reports on the Software. Reproductions and adaptations (e.g., translations) of any kind shall generally be prohibited and shall thus be permissible only based upon explicit written consent on the part of the Company.
- 12.5. The Company shall provide the Software and documentation thereof to the Client, through a reasonable system of electronic download or via other media, in its discretion. Delivery occurs when the Software is made available to the Client. The Client may reproduce the documentation as reasonably necessary to support internal use of the Software.
- 12.6. All copyrights and other intellectual property rights existing prior to the date of delivery of products and/or performance of Services (in particular including Software) shall belong to the party that owned such rights immediately prior to the date of performance of such Services. Neither party shall gain, by virtue of this Agreement, any rights of ownership, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. The Company shall own all copyright, patents, trade secrets, trademarks and other intellectual property rights, title and interest in or pertaining to any techniques, know-how, software, inventions, processes, data, design, diagrams, documentation and all other information and materials created by the Company in performing the Services hereunder.
- 12.7. Copyright infringements shall be pursued in court and publicized, and partner organizations shall be notified in such events. Also, the website of the company, its form and content are protected by copyright.

13. Term, Termination, and Survival

- 13.1. **Term.** This Agreement will become effective on the Effective Date and will continue in effect for such time as Client maintains use or possession of Products.
- 13.2. **Termination for Cause.** Either party may terminate this Agreement upon written notice of a material breach by the other party subject to a thirty (30) day cure period ("Cure Period"). If the breaching party has failed to cure the breach within the Cure Period after receipt by the breaching party of written notice of such

breach, the non-breaching party may terminate this Agreement. This Agreement may be automatically terminated by MADiscover in the event Client has breached any license restriction and, in MADiscover's determination, that breach cannot be adequately cured within the Cure Period.

- 13.3. **Support Services.** Support Services will begin on the date of Delivery of the Products and will continue in effect for the duration of the Support Term. Support Services will automatically renew at the end of any Support Term, at the then-current price, for an additional period equal to the length of the prior Support Term. Either party may provide notification of its intention to not renew at least sixty (60) days prior to the expiration of the then-current Support Term. Client may terminate Support at any time, for its convenience, on thirty (30) days' prior written notice to MADiscover; provided, however, that no refund shall be owed, and Client is obligated to pay any remaining Fees owing for the remainder of the then-current Support Term within thirty (30) days of the effective date of the termination.
- 13.4. **Subscriptions.** The term of each Subscription will begin on the date of Delivery of the Products and will continue in effect for the duration of the Subscription Term. Subscriptions will automatically renew at the end of any Subscription Term, at the then-current price, for an additional period equal to the length of the prior Subscription Term. Either party may provide notification of its intention to not renew at least sixty (30) days prior to the expiration of the then-current Subscription Term. Client may terminate a Subscription at any time, for its convenience, on thirty (30) days' prior written notice to MADiscover; provided, however, that no refund shall be owed, and Client is obligated to pay any remaining Fees owing for the remainder of the then-current Subscription Term within thirty (30) days of the effective date of the termination.
- 13.5. **Professional Services; Statements of Work.** The term of each SOW will be as set forth in the applicable SOW. If no term is expressed in a SOW, then the term of that SOW will begin upon commencement of the Professional Services and will continue until the Professional Services described in that SOW are complete or the SOW is earlier terminated as set forth herein. Unless otherwise stated in a SOW, Client may terminate a SOW at any time for its convenience by providing at least thirty (30) days' prior written notice to MADiscover; provided, however, that no refund will be owed and Client is obligated to pay any amounts owing for Professional Services and Deliverables provided or performed under that SOW up to and including the date of termination.
- 13.6. **Effect of Termination.** Except for termination of this Agreement by MADiscover for Client's breach, no termination of this Agreement shall impact any active Subscription, Cloud Service, Support Services or SOW that extends beyond such termination, and this Agreement shall continue to govern and be effective until expiration or termination of such Subscription, Cloud Service, Support Services or SOW. The provisions of Section 6 ("Payment Terms"), Section 15 ("Waiver of Consequential Damages and Limitation of Liability"), Section 17 ("Export and Compliance with Laws"), Section 12 ("Confidential Information"), Section 20 ("Governing Law, Venue and Dispute Resolution"), and Schedule 2 ("Limited Warranty") and any other terms which by their nature should survive termination shall survive termination of this Agreement.

14. Liability

- 14.1. If nothing to the contrary is expressly agreed upon in these GTC, claims for damages of any kind whatsoever, especially such for consequential damages or resulting from an unlawful act, are excluded. This also applies to claims raised against the company's employees. Liability for gross negligence, warranted properties and liability pursuant to the product liability act however remain unaffected. The company assumes no liability for data losses on the part of the Client. MADiscover certifies it is in compliance with all applicable laws relating to anti-bribery, anti-corruption, or anti-money laundering (including, but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, UK Bribery Act of 2010, as amended) ("Anti- Corruption Laws").
- 14.2. MADiscover has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value in an effort to improperly or corruptly seek to influence any Government Official (hereinafter defined), and, if MADiscover is itself a Government Official, it has not accepted, and will not accept in the future, such a payment. Further, MADiscover undertakes to update the representations and warranties herein if (during the term of this Agreement) MADiscover, or any of the employees, individuals, or subcontractors who will be primarily responsible for performing under this Agreement, or a Familial Relative (hereinafter defined) of such an employee or individual or subcontractor, becomes a Government

Official or, if a Governmental Entity (hereinafter defined) or Government Official becomes an owner of MADiscover.

- 14.3. MADiscover shall promptly provide by written notice to Client of any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any officer, employee, agent or representative of Client or any other third party which may be related to the purchase of additional services, equipment, or materials, under this Agreement, the performance of obligations under this Agreement, or the obtaining of this Agreement by Service.
- 14.4. MADiscover acknowledges and agrees that Client may exercise any remedy under equity and law, including, but not limited to, terminating this Agreement upon Client providing written notice to MADiscover in the event MADiscover fails to provide such timely prompt notice.
- 14.5. For the avoidance of doubt, the following terms are defined as follows:

“Familial Relative(s)” means a parent, spouse, child or sibling (including any such relationships formed by marriage). “Government” means all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive). “Governmental Entity(ies)” means any court, tribunal, or arbitral body with competent jurisdiction; any military, quasi-military, or law enforcement agency; or any other entity agency, department, authority, or other instrumentality of any supra-national, federal, national, state, county, local, municipal, or other political subdivision, administrative authority, agency, commission, instrumentality, or other governmental, regulatory body. “Government Official” shall be broadly interpreted and means: (i) any elected or appointed non-U.S. Government official (e.g., a legislator or a member of a non-U.S. Government ministry); (ii) any employee or individual acting for or on behalf of a non-U.S. Government official, non-U.S. Government agency, or enterprise performing a function of, or owned or controlled by, a non-U.S. Government (e.g., a healthcare professional employed by a non-U.S. Government hospital or researcher employed by a non-U.S. Government university); (iii) any non-U.S. political party, any non-U.S. political party officer, candidate for non-U.S. public office, or employee or individual acting for or on behalf of a non-U.S. political party or candidate for public office; (iv) any employee or individual acting for or on behalf of a public international organization; (v) any member of a royal family or a member of a non-U.S. military, and (vi) any individual otherwise categorized as a Government Official, or acting for or on behalf of a Government Official under applicable Law.

- 14.6. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) MADISCOVER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

15. Confidential Information

- 15.1. **Definition.** “Confidential Information” refers to the following information disclosed by one party (“Discloser”) to the other (“Recipient”): (a) any document Discloser marks as “Confidential” or “Proprietary”; (b) any information Discloser orally designates as being “Confidential” at the time of disclosure, or which given the circumstances of the disclosure and the nature of the information would reasonably be considered confidential; (c) the non-public features and functions of the Products, Madiscover’s price lists, technology, trade secrets, marketing strategies, Client lists, mail lists and information concerning the design or methods of manufacture of the Products, for which Madiscover is Discloser; (d) this Agreement; and (e) any other nonpublic, sensitive information disclosed by Discloser. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure and not in violation of any confidentiality obligations; (ii) becomes known publicly, before or after disclosure, other than because of Recipient’s improper action or inaction; or (iii) is approved for release in writing by Discloser.
- 15.2. **Maintenance of Confidentiality.** Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a similar nature; (ii) limit disclosure to those persons within Recipient’s organization who have a clear and well-defined “need to know” and who have previously agreed

in writing to obligations at least as stringent as the provisions hereof, either prior to receipt of Confidential Information as a condition of their employment or in order to obtain the Confidential Information; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, Products or other tangible objects which embody the other party's Confidential Information and/or which are provided to the party hereunder; and (iv) comply with, and obtain all required authorizations arising from, all U.S. and other applicable export control laws or regulations. Confidential Information shall not be used or reproduced in any form except as required to accomplish the purposes and intent of an Order or Statement of Work. Any reproduction of Confidential Information shall be the property of Discloser and shall contain all notices of confidentiality contained on the original Confidential Information.

- 15.3. **Exceptions.** The parties agree that the foregoing shall not apply to any information that Recipient can prove, through written evidence: (i) is or becomes publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of, or reference to, any of Discloser's Confidential Information; or (iv) was rightfully disclosed to it by, or obtained from, a third party without an obligation of confidentiality. Recipient may make disclosures required by law or court order provided that Recipient: (a) uses diligent efforts to limit disclosure and to obtain, if possible, confidential treatment or a protective order; (b) has, to the extent legally permissible, given prompt advance notice to Discloser of such required disclosure.
- 15.4. **Injunction.** Recipient agrees that breach of this Section 16 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 15.5. **Return of Confidential Information.** With respect to each item of Confidential Information, the obligations of Section 16.2 ("Maintenance of Confidentiality") will terminate five (5) years after the date of disclosure. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof. Where permissible by law, Recipient may retain one copy of all written materials returned to provide an archive record of the disclosure, which remains subject to the confidentiality terms of this Section 12.
- 15.6. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title and interest in and to all its Confidential Information.

16. Privacy policy and collection of Client data

- 16.1. During its operations, the Company will use data processing equipment and store Client data to the extent this is necessary to perform its contractual obligations and permissible under the Data Protection Act / the General Data Protection Regulation. By placing an order, clients give their express consent that the data transmitted to the Company will be stored and processed by computer for the purpose of advertising, consulting and market research. This data shall not be passed on to third parties.

Please refer to the Company's Privacy Policy located online at <https://www.madiscover.com/privacy> for further information about how the Company uses, transfers and shares information collected by or provided to it. Client can revoke their consent by email to privacy@madiscover.com at any time.

- 16.2. The following data is logged:

Software metadata - The Software collects metadata about its usage (e.g. UI interaction, statistics). This metadata is used for reporting features of the Software and Product improvements.

- 16.3. The Products of MADiscover may process anonymized/pseudonymized and/or personal data which may be stored in a Cloud environment. The purposes include:

a) Improve the quality and the usage of the product and service

b) Detect problems in the services

c) Generate reports for the Clients

16.4. The personal data is kept for as long as the data subject remains a Client of Madiscover.

16.5. Each data subject shall have the right granted by the European legislator to withdraw their consent to process their data at any time. If the data subject wishes to exercise the right to withdraw their consent, they may contact us at any time via privacy@madiscover.com. The data subject should be aware that if consent is withdrawn, they will no longer receive any product metrics.

16.6. As subprocessors MADiscover uses the following companies

16.6.1. Formagrid Inc, dba Airtable, San Francisco for the Configuration and Collaboration Module

16.6.2. Google Cloud Platform for the Madiscover Data Sourcing and Analytics Module

16.6.3. Microsoft Azure for the Dynamic Dashboard Module

17. Export Regulations

17.1. To the extent the Products/Services need an export license to be exported from Austria, the Client must, if the Product/Service shall be delivered abroad, either fill in and sign (or have signed) an end user certificate or, respectively, submit an import certificate signed by the competent authorities of the country of destination.

18. Force majeure

18.1. Neither party hereto shall be liable for any failure to timely perform any of its obligations under this Agreement if such failure is caused by the occurrence of any event beyond the reasonable control of such party, including, without limitation, fire, flood, strikes, hurricanes, and other industrial disputes, failure of raw material, failure of transport, accidents, wars, riots, insurrections, acts of God or orders of any government department or agency.

19. Severability clause

19.1. In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid provision.

20. Governing law

20.1. The GTC shall be subject to Austrian law, excluding the UN Convention of International Sale of Goods and the reference norms (IPRG, EVÜ, etc.). Exclusive court of jurisdiction is the competent court in Innsbruck, Austria.

Schedule 1: Software Use and Restrictions

In addition to the General Terms, the following terms govern the Client's use of the Software.

1. **License Grant.** Subject to the terms of the Agreement and payment of all Fees, MADiscover grants Client, for the duration of the applicable term, a nonexclusive and revocable license to use the Software solely for Client's internal business purposes. MADiscover reserves all rights not expressly granted to Client. The rights granted are limited to the Software and do not include any other patent or Intellectual Property Rights. MADiscover retains ownership of the Software, and all Intellectual Property Rights contained therein. If Software has been licensed as NFP Product, the Client must not use the Software in a production environment, or beyond the term of the NFP license.
2. **Permitted Uses.** This Agreement allows Client to use the Software only limited as applicable and as set forth in MADiscover's price list, quote, user Documentation and website, to a maximum number and/or a certain type of modules and functionalities. Even if the software does not technically inhibit the usage of parts which have not been purchased, this usage is forbidden. MADiscover can claim a fee of 2 times the list price of a specific software, which has been in use unlicensed for more than a month.
3. **Restrictions on Software Rights.** Client shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; (c) reverse engineer, decompile, disassemble or otherwise attempt to derive any of the Software's source code; (d) make copies of the Software, other than one backup copy solely as necessary to use the Software in accordance with the Agreement; (e) transfer, rent, lease, lend or sublicense the Software or allow a third party to do so or otherwise transfer the Software or any of its rights and obligations under this Agreement; (f) utilize or run the Software on more computers than the number of licenses that were purchased; (g) operate the Software in a fashion that exceeds the capacity or capabilities that were purchased; (h) develop, disclose, publish or otherwise make publicly available any benchmarks, measurements, performance or comparison tests or other reports on the Software; (i) interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Software, their related systems or networks or any third party data contained therein; (j) use the Software in any manner not authorized by the published Specifications for the applicable Software; (k) duplicate the Software, except for making a reasonable number of archival or backup copies, provided that Client reproduces in its copy the copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software (if any) as delivered to Client; or (l) sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Software.
4. **Automatic Installation of Updates.** MADiscover regularly makes Software Updates available to Clients with an active Support Service entitlement to correct errors, update configuration or prevent issues. To the extent possible within the specific Product, these are automatically installed.
5. **Documentation Usage.** Client may reproduce the Documentation as reasonably necessary to support internal use of the Software.
6. **Method of Delivery.** MADiscover shall provide the Software to Client or granting Access to Cloud Services, through a system of electronic download or via other media, in its discretion.
7. **Software Audit.** During the Term of this Agreement, and at any time during the two (2) years thereafter, MADiscover may audit Client's use of Software on thirty (30) days' advance written notice. The Client shall cooperate with the audit, including by providing access to any books, computers, records or other information that relates to the use of the Software. Such an audit shall not unreasonably interfere with the Client's business activities. If MADiscover discovers unauthorized use, reproduction, distribution or other exploitation of the restrictions for the Software, and such unauthorized use exceeds five percent (5%), then Client shall reimburse MADiscover for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies that MADiscover may have. MADiscover may not conduct an audit more than once per year unless it reasonably believes Client, its affiliate or an authorized user has engaged in any unauthorized use, reproduction, distribution or other exploitation of the Software.
8. **Open Source and Third-Party Licensing.** The Products may include programs covered by the GNU General Public License (GPL), the Lesser General Public License (LGPL), or other open-source license agreements. The Software does not constitute an altered or further developed version of these programs. These programs are copyrighted

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Schedule 2: Support Services Terms

In addition to the General Terms, the following terms govern the Client's use of the MADiscover Support Services. This Schedule sets forth the terms and conditions under which MADiscover will provide Client with Support Services.

MADiscover offers Support Plans designed to enhance the value of Product usage. These include:

- Troubleshooting, problem resolution, and recovery advice
- Access to MADiscover technical support specialists
- Multiple methods of access (email, web, phone, remote)
- Online access to the MADiscover Knowledge Base for the latest product support documentation

The plans do not include on-site support. All related costs for on-site work will be charged separately.

Priority Explanations

When a Client raises a ticket with MADiscover, an assessment is made based on the information given. MADiscover will let the Client know the priority, which has been assigned. This can be reviewed by a Client's objection.

Priority is based on two factors: **severity** and **impact**.

| Priority Code | Explanations |
|---------------|---|
| P1 | Priority ONE is used for system faults where there is a major impact on normal operation of the system. MADiscover will immediately begin work on a P1 ticket, with the immediate goal of restoring normal operation to the system via a fault correction or a satisfactory workaround. |
| P2 | Priority TWO is used for system faults where normal system operation is affected to some degree and a satisfactory workaround is not available. |
| P3 | Priority THREE is used for system faults where a fault was detected, but normal operation is not affected. |
| P4 | Priority FOUR is used when an enhancement request is made for potential modifications to System. |
| P5 | Priority FIVE is used when the Client asks for general information. |

System Uptime For Cloud Services Explanation

"System Uptime" shall be calculated monthly, as of the end of each month, and shall equal the result of the following calculation:

$$\text{System Uptime [\%]} = \frac{\text{Total} - \text{Excluded Downtime} - \text{Non Excluded Downtime}}{\text{Total} - \text{Excluded Downtime}} * 100$$

Where:

- Total means the total number of minutes in the subject month

- Downtime means the number of minutes during the subject month when the Software-as-a-Service Product is not accessible to Client or during which a P1 Issue exists.
- *Non-Excluded Downtime* means the number of minutes during the subject month of Downtime that is not Excluded Downtime
- *Excluded Downtime* means the following:
 - Any planned Downtime so that Supplier can perform routine maintenance and of which Supplier provides Client notice at least 48 hours in advance. Supplier will use its best efforts to schedule all routine maintenance during the weekend hours after 5:00 p.m., Friday, Pacific Time, through 2:00 p.m. Sunday, Pacific Time (i.e. Saturday 02:00 CET through Sunday 23:00 CET). In no event shall Excluded Downtime exceed 20 hours per month.
 - Any Downtime due to a force majeure event described in Section 19 or any failure in Company's own internal equipment or software or Client's internet connection.

Standard Support

To ensure high performance of your training solution, MADiscover offers a Standard Support plan that meets the needs of many enterprises. Standard coverage applies to both hardware and software products, since each must work together as a total solution.

Standard Software Support

- Email support
- Phone support
- Remote support
- Access to ticketing system
- Access to the MADiscover Online Knowledge Base

Remote support requires a secure access via internet onto the respective equipment.

Standard Hardware Support

Within the Warranty Period MADiscover will handle it according to the Warranty Terms. If the Hardware is not within the Warranty Period, the Client will be offered new equivalent equipment and shipped after informal confirmation of the pricing offer.

Priority levels are the same as in Premium Support. Response Times and Resolve Times will be based on capacity availability and will be done on a best effort basis.

Standard Cloud Services Support

MADiscover operates Cloud Services according to industry standards. The minimum System Uptime MADiscover is committed to maintain is 99,5%.

Availability Hours

09:00 - 17:00 on Austrian business days (CET/CEST).

Support Contact

Madiscover GmbH
Helga-Krismer-Platz 1
AT-6020 Innsbruck

MADiscover GmbH
Helga-Krismer-Platz 1
6020 Innsbruck
AUSTRIA

Tel.: +43 (0) 699 10387270
Email: maianh.dao@madiscover.com

Innsbruck
Commercial register number: 510356z
VAT ID: ATU74320004
Tax number.: 421/5752
CEO: Dr. Mai Anh Dao

RAIFFEISEN-LANDESBANK TIROL AG
IBAN: AT07 3600 0000 0088 4288
BIC: RZTIAT22

Phone: +43 (0) 699 1038 7270
Email: support@madiscover.com

Schedule 3: Professional Service Terms

In addition to the General Terms, the following terms govern Client's purchase and use of Professional Services.

1. **Rates and Payment.** Professional Services will be billed on a time and materials basis at the rate set forth in the applicable Statement of Work. If an hourly rate is specified, Client will pay for each hour of Professional Services or portion thereof. If a flat rate is specified, Client will pay at the rate specified in the applicable SOW. In addition to labor fees, Client is responsible for all travel and out-of-pocket expenses related to the Professional Services. Travel expenses include lodging, train fare, airfare, parking, tolls and mileage. Shipping expenses, if any, are the sole responsibility of Client. Shipping expenses include freight charges from MADiscover to the staging area, freight charges from the staging area to the Client site, overnight courier charges for replacement components, cables, etc. Professional Services may be provided in several ways, including on-site, telephone, and/or remote support. Professional Services may include work performed on MADiscover equipment or third-party equipment. MADiscover will submit invoices for Professional Services fees upon completion of the Professional Services. Payment on each invoice is due within thirty (30) days of the date of such invoice. MADiscover will have the right to use subcontractors to perform all or part of the Professional Services, as it deems appropriate.
2. **Change Orders.** To add or change any terms or conditions of these Professional Services Terms, a written change order signed by both parties ("Change Order") is required. MADiscover will prepare all Change Orders. The parties must mutually agree to all Change Orders. Pending such agreement, MADiscover will continue to perform and be paid as if such Change Order had not been requested or recommended.
3. **Deliverables and Acceptance.** Upon completion of the Professional Services, Client shall have five (5) days to verify that the Professional Services and Deliverables provided substantially conform to the terms of the SOW. Client must notify MADiscover of its non-acceptance within such five (5) day period. Any notification of non-acceptance will include a reasonably detailed description of the reasons for such non-acceptance. MADiscover shall have thirty (30) days from the date of such notification to rectify the problem, following which Client shall have another five (5) day period to review the applicable Professional Services or Deliverables. In the event that Client either (a) does not notify MADiscover of any non-acceptance during the relevant five (5) day period, or (b) confirms its acceptance of the applicable Professional Services or Deliverables, in writing within the relevant five (5) day period, the applicable Professional Services or Deliverables shall be deemed accepted. Notwithstanding the foregoing, the acceptance criteria or procedures for Deliverables set forth in any SOW will only apply to the Professional Services provided.
4. **License and Ownership.** MADiscover retains all right, title and interest in and to all Deliverables created hereunder. Upon Client's acceptance of a Deliverable and receipt by MADiscover of payment in full, MADiscover grants Client a non-exclusive, perpetual, non-transferable license to use such Deliverable solely for its internal purposes. Client's license confers no title or ownership in the Deliverable and will not be construed as a sale of any rights in the Deliverable or the media on which it is recorded or printed. All copyrights and other Intellectual Property Rights existing prior to the date of performance of Professional Services shall belong to the party that owned such rights immediately prior to the date of performance of Professional Services. Neither party shall gain, by virtue of this Agreement, any rights of ownership, patents, trade secrets, trademarks or any other Intellectual Property Rights owned by the other. MADiscover shall own all copyright, patents, trade secrets, trademarks and other Intellectual Property Rights, title and interest in or pertaining to any techniques, know-how, software, inventions, processes, data, design, diagrams, documentation and all other information and materials created by MADiscover in performing the Professional Services hereunder.