Standard Terms and Conditions
for Test Use of qbilon Software

by and between the "**Pilot Customer**"

and

qbilon GmbH, Hermanstraße 5, 86150 Augsburg

- hereinafter referred to as "**qbilon**" -

The Pilot Customer and qbilon are also referred to individually as the "**Party**" and jointly as the "**Parties**".

Preamble

qbilon has developed a software solution (hereinafter: the "**qbilon Software**") that enables enterprises to automatically capture, monitor and analyze their IT landscape. The Pilot Customer and qbilon have conducted a joint workshop to evaluate the possibilities of using the qbilon software solution. Based on that evaluation the Pilot Customer intends to use the qbilon Software for testing for a test period. Now, therefore the Parties enter into this Pilot Customer Agreement (hereinafter: the "**Agreement**").

1. **Subject-Matter of Agreement**

    1.1. Within the context of the workshop conducted by the Parties in order to evaluate the possibilities of using the qbilon software solution, the Parties established that specific so-called "Packages" have to be developed for the Pilot Customer that serve to automatically capture and monitor the IT Assets of the Pilot Customer using the qbilon Software. qbilon shall develop such Packages as specified in further detail by the Parties during the workshop, against payment. Further details on the Packages are set out in the relevant offer submitted by qbilon.

    1.2. After completion and acceptance of the Packages, as set forth in Section 3, qbilon shall make them available to the Pilot Customer free of charge together with the qbilon Software for use for test purposes during the test period. The basic functions of the qbilon Software are described in further detail in Schedule 1. The Packages and the qbilon Software are together referred to as the "**Test Software**." The Test Software is a browser-based on-premises solution that is installed at the Pilot Customer's site. In this respect, the Pilot Customer is aware that the Test Software is a free test version of the qbilon Software with significantly restricted functions, quality and performance so that warranties and liability of qbilon for the Test Software are restricted in accordance with this Agreement. The Pilot Customer will use the Test Software solely for testing purposes.

    1.3. The Test Software and any updates and patches made available during the test period shall be made available to the Pilot Customer solely electronically by way of a download by transmitting a download

link. The Pilot Customer shall download and install the Test Software as well as any updates and patches.

1.4. The installation of and support for the Test Software, updates or patches is not the subject-matter of this Agreement and is not owed by qbilon.

1.5. Neither of the Parties is under an obligation to enter into other contractual relations with the other Party beyond this Pilot Customer Agreement. In particular, even where use of the Test Software for testing purposes by the Pilot Customer is successful, neither of the Parties is under an obligation to enter into a licensing agreement with the other Party subsequent to the present Agreement or a support agreement for the qbilon Software.

1.6. qbilon is entitled to deploy sub-contractors for provision of the performance under this Agreement, without the Pilot Customer's consent being required.

2. Pilot Customer's Cooperation Obligations, System Requirements

2.1. The Pilot Customer shall comply with the specified system requirements regarding its IT infrastructure. These requirements can be viewed in their current version at any time at "https://www.qbilon.io/faq/".

2.2. The Pilot Customer shall duly back-up all programs and data within its system environment immediately before the installation of the Test Software commences and thereafter on a regular basis.

2.3. The Pilot Customer shall cooperate with qbilon in a spirit of trust and shall provide regular feedback to qbilon on the functioning, quality and performance of the Test Software. At the end of the test period the Pilot Customer shall inform qbilon within the context of a telephone or web conference about its experience with use of the Test Software for testing purposes and, if appropriate, shall submit proposals for improvement.

2.4. The Pilot Customer is obliged to notify qbilon promptly of any defects in the Test Software.

3. Acceptance of Packages

3.1. If the Packages are processed at the same time, all agreed Packages shall be subject to an overall acceptance procedure which shall not exceed a total of fourteen (14) days. If each agreed Package precedes the next and is delivered to the Pilot Customer sequentially, each shall be subject to a separate acceptance period of five (5) days from delivery to the Pilot Customer, with the last Package constituting the final acceptance. Acceptance of a Package cannot be revoked after the acceptance period for that Package has expired, even if not all Packages have been completed. If the declaration of acceptance for each Package or the entire group of Packages has not been issued within the relevant period specified above, such acceptance shall be deemed to have been granted.

3.2. The Parties shall agree the specifications and acceptance criteria for each Package in the offer. For the avoidance of doubt, for the purposes of testing, a positive acceptance result may be achieved even if the Package or qbilon's solution does not meet the assumed result or the requirements of the Pilot Customer's environment as set out in the offer, provided that the Parties document such

possible result in the Package specification or its acceptance criteria or mutually agree such result thereafter.

3.3. If the acceptance criteria have not been specified, the only reason for refusal of acceptance shall be if the relevant Package fails to meet the agreed specifications in a material way through the sole fault of qbilon. This excludes inter alia problems arising from the Pilot Customer's environment, failure to fulfil responsibilities or lack of communication. Acceptance of a Package cannot be refused on the grounds of non-material defects.

3.4. Upon acceptance of joint Packages or the last Package, as the case may be in accordance with Section 3.1, qbilon shall immediately receive the remaining fifty percent (50%) of the payment pursuant to Section 5.

3.5. If the Pilot Customer justifiably refuses acceptance in accordance with Section 3.3, qbilon shall have fourteen (14) days to rectify the defect. If the defect cannot be rectified, the parties shall mutually agree on a resolution, which may include implementing a reasonable workaround or proportionately adjusting the remaining compensation owed by the Pilot Customer based on the ratio of accepted to unaccepted Packages.

3.6. For the avoidance of doubt, use of the Test Software during the test period is not subject to any acceptance procedure.

4. Use Rights

4.1. qbilon is the proprietor of the copyright and all other intellectual property rights to the Test Software and reserves all rights to the Test Software unless they are expressly granted to the Pilot Customer in this Clause 4.

4.2. qbilon grants the Pilot Customer a non-exclusive, non-transferable, and non-sublicensable use right that is limited in time to the test period, to use the Test Software solely for testing purposes within the Test Customer's enterprise. To this end, the Pilot Customer may install and use the Test Software as object code on just one of its computers.

4.3. As regards the Packages, the use right granted to the Pilot Customer under Clause 4.2 is likewise non-exclusive but unlimited in time and transferrable provided that before transferring the use right for the Packages to a third party the Pilot Customer completely disables all program copies of the Packages in its possession at the time of the transfer while providing the name and address of the recipient of the program copy of the Packages to qbilon. The Pilot Customer also has to impose on the recipient of the program copy of the Packages the contractual restrictions on the extent to which the Packages may be used.

4.4. In particular, the Pilot Customer is not permitted to reproduce, disseminate, rent or lease the Test Software in whole or in part above and beyond the use right granted under Clauses 4.2 and 4.3 hereof, or to translate, adapt or otherwise rearrange the Test Software, or to communicate the Test Software to the public by wired or wireless means, including making it available such that it is accessible to members of the public from locations and at times of their choice. Nor is the Pilot Customer permitted to decompile, disassemble or reverse engineer the Test Software unless it is entitled to do so under the relevant mandatory provisions of copyright law.

4.5. All rights to the source code of the Test Software (including the Packages) accrue to qbilon alone. The Pilot Customer has no claim or rights whatsoever to the source code or the right to access or surrender the source code of the Test Software (including the Packages). Section 69e of the German Copyright Act (UrhG) shall remain unaffected.

5. Fees

5.1. The Pilot Customer shall pay a fee to qbilon in the amount indicated in the offer, for

5.2. development of the Packages. 50% of the fee is payable as a down payment upon commencement of the Agreement. The remainder of the fee is due for payment upon acceptance of the Packages according to Clause 3 hereof.

5.3. Use of the Test Software during the test period in the scope agreed herein is free of charge.

5.4. All prices indicated are subject to statutory VAT as in force at any time.

5.5. A set-off by the Pilot Customer is excluded unless its counterclaim is undisputed or has been established with final force. The Pilot Customer has a right of retention only insofar as its counterclaim is based on the same contractual relationship.

6. Liability for Defects

6.1. With regard to the Packages, qbilon warrants during a warranty period of 12 months starting upon acceptance of the Packages according to Clause 3 hereof, that the functions of the Packages correspond essentially to their specifications according to the offer. As regards claims for damages based on liability for defects (warranty), this warranty period is 24 months as of acceptance of the Packages according to Clause 3 hereof.

6.2. qbilon does not warrant that the Test Software corresponds to the Pilot Customer's requirements. qbilon does not assume a warranty or liability for technical details or the suitability of the Test Software for a certain purpose.

6.3. Specifications set out in the specifications of the Packages, the description of the basic functions of the qbilon Software or in other documentation do not constitute guarantees unless they are expressly designated as such.

6.4. Any defects in the Test Software shall be rectified by qbilon during the test period - and as regards the Packages during the 12-month warranty period according to Clause 6.1 - by way of defect rectification (patches) or updates, at qbilon's discretion. Since the Test Software is a free test version of the qbilon Software, qbilon does not assume more extensive liability for defects in the Test Software; the statutory warranty claims of the Pilot Customer and the liability of qbilon for fraudulently concealed defects according to Clause 7.4.1 shall remain unaffected.

6.5. The Pilot Customer is not entitled to rectify a defect in the Test Software itself or by commissioning a third party and may not require qbilon to reimburse any expenses incurred.

6.6. Insofar as the Test Customer is entitled to damages or compensation for futile expenses owing to liability for defects, such claims are subject to the limitation of liability in the following Clause 7.

7. Limitation of Liability

7.1. qbilon is not liable for damage, delays or impediments to performance that lie outside qbilon's sphere of responsibility.

7.2. qbilon is not liable for damage caused by inappropriate, incorrect or unintended use of the Test Software.

7.3. No-fault liability of qbilon owing to defects in the Test Software that already existed when the Agreement commenced, is excluded.

7.4. qbilon is liable to the Pilot Customer for its own culpable inferior performance only as follows:

　7.4.1. qbilon is liable without limitation for damage caused intentionally or through gross negligence and for damage caused culpably by qbilon due to injury to life, limb or health, where a warranty is not honored or if qbilon has fraudulently concealed a defect in the Test Software.

　7.4.2. With regard to development of the Packages, qbilon is also liable for a breach of a material contractual obligation or a material obligation in case of ordinary negligence, such liability is however limited to typical damage that is to be expected. A material obligation in the sense of this provision is an obligation of qbilon the satisfaction of which enables the proper performance of the Agreement in the first place, a breach of which jeopardizes achievement of the purpose of the Agreement and on satisfaction of which the Pilot Customer generally relies.

7.5. In case of a loss of programs or data, qbilon is only liable for the expense necessary in order to restore the programs or data if the Pilot Customer has duly backed-up data in accordance with Clause 2.2. If the Pilot Customer has failed to back-up data, the liability of qbilon (except in case of intent) for the loss of programs or data is excluded owing to the Pilot Customer's contributory negligence which supersedes liability.

7.6. Further liability of qbilon is excluded. Liability under the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.

8. Confidentiality

8.1. Each Party agrees to keep secret all information of the other Party respectively that is received within the context of this contractual relationship, that is designated as being "confidential" or "secret" or bears an equivalent designation, or that is designated as being confidential in case of verbal communication, or that is evidently confidential due to its nature, in particular business and trade secrets, know-how and the source code of computer programs including the Test Software (referred to collectively as "**Confidential Information**"), and to protect such Information against access by unauthorized third parties and to use it solely for the purposes of this Agreement.

8.2. Excluded from the confidentiality obligation is information

　- that was provenly known to the other Party at the time of conclusion of this Agreement;

　- that is or subsequently became publicly accessible;

　- that was disclosed to the other Party by a third party not subject to a confidentiality obligation, or

　- that has to be disclosed under statutory provisions or official or court orders; in that case the other Party has to be notified promptly of such disclosure.

8.3. This confidentiality obligation applies during the term of this Agreement and for a period of 5 years after this Agreement ends.

8.4. Each Party agrees to surrender promptly to the other Party on request after this Agreement ends all Confidential Information and copies of the other Party and/or - where electronically stored - to erase such Information and to provide prompt confirmation of the erasure to the other Party in text form.

9. Term, Test Period, Termination of Contract

9.1. This Agreement commences upon commissioning of the relevant offer by the Test Customer.

9.2. The test period for use of the Test Software shall commence upon acceptance of the Packages by the Pilot Customer in accordance with Clause 3. The test period runs for 3 months and ends automatically after that term unless the Parties agree to extend it. This Agreement also ends automatically when the test period ends, without notice of termination being required.

9.3. The right to terminate this Agreement with immediate effect for good cause shall remain unaffected. Notice of termination must be issued in writing.

9.4. When the Agreement ends the Pilot Customer is no longer entitled to use the Test Software except for the Packages and shall promptly erase all program copies of the Test Software in its possession, except for the Packages.

10. Final Provisions

10.1. The Pilot Customer is not entitled to assign or transfer claims and/or obligations under this Agreement in whole or in part or to transfer this Agreement in its entirety to a third party, without the prior written consent of qbilon.

10.2. This Agreement reflects the entire contractual relationship between the Parties with regard to its subject-matter. There are no oral covenants between the Parties. Terms of purchase and standard terms and conditions of the Pilot Customer that diverge from or conflict with this Agreement shall not apply, even where qbilon does not explicitly object to such terms of the Pilot Customer.

10.3. Amendments and supplements to as well as termination of this Agreement must be in writing. This also applies to the amendment or waiver of this clause on written form.

10.4. The contractual relationship between the Parties and all disputes arising from or in connection with this contractual relationship are governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

10.5. The exclusive venue for all disputes arising from or in connection with the contractual relationship between the Parties is Augsburg, Germany.

10.6. Should one or more provisions of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions hereof. The Parties shall work together in order to replace invalid provisions with valid provisions that come as close as possible to the invalid provisions. The same applies in case of a gap in this Agreement.

Schedules

1) Core functions of qbilon Software

<u>Schedule 1</u>

Core functions of qbilon Software

Views (flexible viewing mechanism)

- Display of graph-views and charts on consolidated data stock including pre-filter and analysis options
- Preparation of charts (diagrams) about certain features of elements and relations
- Individual preparation and configuration of graph-views, charts and tables on consolidated data stock
- Preparation of individual dashboards

Data Management (incorporation of third-party system data from cloud platforms)

- Creation of Packages for data retrieval from cloud platforms „Amazon Web Services" (AWS) and „Microsoft Azure" (Azure)
- Manual creation of additional or modification of existing features of captured elements and relations
- Setting of individual intervals and dependencies/sequences for data retrieval from connected third-party systems

User Management and Role Management

- Creation of new accounts for other users in the enterprise
- Administration of user rights with access rights based on multilevel role system