

LOBSTER DATA GMBH GENERAL TERMS AND CONDITIONS (GTC) FOR LOBSTER_DATA

The following general terms and conditions (hereafter referred to as "GTC for Lobster_data") apply when dealing with Lobster DATA GmbH, Hindenburgstrasse 15, 82843 Pöcking, Germany (hereafter referred to as "Lobster") in relation to its customers (hereafter referred to as "customers") - thereafter collectively referred to as "Parties".

A GENERAL TERMS

I General Definitions

| Term | Description |
|--------------------------|--|
| Affiliate | means, with respect to a company or other entity or person that controls directly or indirectly, or is controlled by, or that is under common control by that company or entity. For the purpose of this definition "control" shall mean ownership of greater than 50% of the voting securities of the company or entity. |
| Confidential Information | all information, irrespective of oral, visual or written information (i) that is "proprietary" or "confidential" due to its nature, or (ii) that should have been considered as confidential under the circumstances surrounding the disclosure by the receiving Party. Confidential Information comprises material such as but not limited to product descriptions, specifications, Documentation, source code, financial information, business plans, reports and forecasts. |
| Customer | Contracting partner of Lobster that receives Services with respect to Lobster_data. |
| GTC for Lobster_data | All general terms and conditions contained in this document relating to the software product Lobster_data. |
| Individual Orders | Specific assignment governing the provision of Services by Lobster. |
| Lobster | Lobster DATA GmbH (a limited liability company), Hindenburgstrasse 15, 82843 Pöcking, Germany and its Affiliates. |
| Lobster_data | Standard software for EDI (Electronic Data Interchange) and EAI (Enterprise Application Integration) developed and distributed by Lobster. |
| Parties | Collectively Lobster and Customer. |

II Orders

1. Orders. The Parties shall agree on the concrete provision of services through Individual Orders. Such Individual Orders shall stipulate the details of performance. They shall contain a detailed service description, as well as the time period for the provision of services and milestones for the delivery of the agreed services.

Individual Orders shall be in writing and shall refer to these GTC for Lobster_data and the respective customer order. All Individual Orders shall consist of Lobster's offer and the Customer's acceptance. All Individual Orders (unless otherwise specified) consist of an offer by Lobster and the corresponding acceptance by the Customer. Offer and acceptance thereof are exchanged via email. In order to be legally binding, all orders shall be issued and exchanged at least in electronic format and shall refer to these GTC for Lobster_data. Any order issued by the Customer and received by Lobster, all enhancements, modifications or amendments to Lobster's respective offer shall only become effective, once confirmed by Lobster'.

2. Potential Services for an Individual Order. The subject of Individual Orders can consist of the following services:

- Granting of perpetual or time-limited licenses relating to Lobster_data (see section B and C)
- Provision of support services within the usage of Lobster_data's within a production environment (see section D)
- Installation of Lobster_data onto the Customer's systems (see section D)
- Training of the Customer in regard to the usage of Lobster_data (see section D)
- Provision of support services relating to project planning and mapping

3. Order of Precedence. The provisions of an Individual Order shall prevail over the provisions of these GTC for Lobster_data.

III Duties and Obligations to Cooperate by the customer

The Customer shall be obligated to ensure that all data processed with Lobster_data shall be reasonably protected and stored, that adequate data security and data processing systems are established and that the results created with Lobster_data are controlled and monitored.

Continuous obligations to cooperate and duties of the customer shall result from the Individual Orders or from further provisions as specified in these GTC for Lobster_data. The Customer's cooperation shall constitute a material, contractually binding obligation of the Customer.

IV General Provisions relating to Terms of Compensation and Payment

1. Payment, Taxes. Lobster shall receive payment as specified in the respective Individual Order. The payment agreed upon in an Individual Order does not include any transaction taxes (such as VAT, or similar transaction-based taxes) which may be imposed in accordance to applicable laws.

2. Currency. All payments stated in individual agreements are exclusively stated and payable in British pounds.

3. Payment Terms. The terms of payment shall be agreed upon by the Contracting Parties on an Individual Order level. In case the Contracting Parties have agreed a fixed price, the Contracting Parties can agree on reasonable instalments. If not stipulated otherwise in an Individual Order, invoices issued by Lobster shall be due and payable within 30 Calendar Days after the issuance of the invoice.

4. Default. In case of default the statutory provisions shall apply.

V Third Party Right Infringement

1. Notification of Defects. The Customer shall give Lobster immediate notice of any alleged defects of title or claims of infringement of industrial property rights in regard to the services provided and shall cooperate in a reasonable manner in connection to the defence of each defect of title or claim of infringement of industrial property.

2. Indemnification. Lobster indemnifies the Customer of all legitimate third-party claims that constitute an infringement of patents or of other intellectual property rights or constitute an infringement of other property rights respectively. These claims would have to be based upon a contractual usage of a service through a purchase order/assignment, (especially the licensing of Lobster_data). The indemnification includes all legitimate claims of third parties that are the result of the utilisation of a service and that can be enforced on the customer. The indemnity presupposes:

- prompt notification of the claim or action,
- sole control and authority over defence or settlement thereof, and
- all available information, assistance or authority to settle and/or defend any such claim or action.

Lobster shall reimburse the cost arising out of this reasonable assistance. For such indemnification, the limitation of liability as set forth in section A.VI. shall apply.

3. Customer's rights. If a delivered service becomes the subject of an infringement claim or action, Lobster may at its discretion (while taking the Customer's interests into consideration)

- procure at no cost to the Customer, the right to continue using the service, or

- replace or modify the service to render it non-infringing, provided there is no loss of functionality, or
- if the options above are not commercially feasible, cancel the respective Individual Order and refund a pro-rated amount of the compensation for the service.

Furthermore, the Customer may claim its statutory rights if their prerequisites are fulfilled.

VI General Limitation of Liability

For any legal cause, whatsoever (default, defects, defects of title/third Party right infringement, mal-performance) Lobster shall be liable as follows:

1. Unlimited Liability. Lobster's liability shall be unlimited in the event of:

- intent and gross negligence;
- death or personal injury resulting from Lobster's negligence or intentional misconduct;
- any undertaken guarantee;
- fraud or statements made fraudulently by Lobster.

2. Limited Liability. In the event Lobster is not liable according to section VI.1 but Lobster breaches material contractual obligations due to slight negligence, Lobster's liability shall be limited to the contractual foreseeable damage. A material contractual obligation constitutes such an obligation that itself enables the implementation of an order/assignment and consequently the client relies upon its regular compliance.

3. Product Liability Act. Lobster's liability according to the German Product Liability Act remains unaffected by the foregoing limitations.

4. Contributory Negligence. In the event damage is caused based on Lobster's as well as on the Customer's fault, the Customer's fault has to be taken into consideration, (Sec. 254 German Civil Law Code).

5. Loss of Data and Data Back-up. The Customer is particularly responsible for its regular data back-up according to the individual risks of the Customer. The burden of proof that the interval of the data back-up was sufficient to meet these risks is on the Customer. In the event Lobster is liable for the loss of data Lobster's liability is limited to the expenses for the copying of the back-up copies and the reconstruction of data which would also be lost in case of regular data back-ups.

VII Subcontractors

While providing services according to an Individual Order, Lobster shall be entitled to use subcontractors only based on the prior explicit written consent of the Customer. The Customer may refuse its consent only based on reasonable grounds.

VIII Confidentiality and Data Protection

1. Confidentiality. None of the Contractual Parties shall disclose to any third Party any Confidential Information belonging to the other Party without the other Party's written consent. Each Party agrees not to use the Confidential Information of the other Party except as authorised in the Order and that each Party shall take precautions, at least to the degree that they would deploy to protect their own confidential information of a similar nature, which shall be at least adequate to prevent disclosure to any third Party. Each Party further agrees that it will prohibit the unauthorised disclosure or use of any Confidential Information through its customers, employees, subcontractors or representatives and notify the other Party in writing of any misuse or misappropriation of the other Party's Confidential Information which may come to its attention.

Confidential Information shall not include any information that:

- were known to a contractual partner prior to an order/ assignment and were known without a prior existing confidentiality agreement
- is received from a third Party without similar restriction of confidentiality;
- is or becomes publicly available by other than unauthorised disclosure hereunder;
- is independently developed by the receiving Party without the use of the other Party's Confidential Information;
- is approved for release by written authorisation of the disclosing Party; or
- is required to be disclosed pursuant to any court order, provided that the partner affected by the disclosure is informed thereof with sufficient notice in order to be in a position to obtain legal advice in a timely manner.

2. Data Protection. Both Parties shall be obligated to comply with the statutory rules relating to data protection arising out of the GDPR (General Data Protection Regulation). Either Party shall only collect, store, process and use personal data of the other Party only, as far as and as long as this is necessary for the establishment, execution or termination of an Individual Order. Any further collection, processing and use of personal data of the other Party shall only be permitted to the extent it is required or permitted by applicable law or the other Party has provided its explicit written consent. Lobster shall be obligated to comply with the statutory rules relating to data secrecy and shall furthermore employ only staff who have been instructed regarding the statutory rules relating to data secrecy of the GDPR. If required by the GDPR the Parties shall enter an additional data processing agreement pursuant to Art. 28 GDPR to an Individual Order.

IX Applicable Law

These GTC for Lobster_data and any Individual Order shall be governed and interpreted by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

X Arbitration Procedures and Jurisdiction

1. Arbitration Procedure. All disputes arising out of or in connection with these GTC or an Individual Order, which the Parties are unable to settle, shall be brought before the Arbitration Office of the German Association of Law and Informatics e.V. (Deutsche Gesellschaft für Recht und Informatik e.V., hereinafter DGRI e.V.) to be settled, fully or in part, provisionally or finally, in accordance with the Arbitration Rules valid at the time such dispute is brought before the Arbitration Office. The limitation period for any claim relating to the facts brought before the Arbitration Office shall be suspended from the date such arbitration request is docketed until the arbitration proceedings are concluded. Sec. 203 German Civil Code shall apply. For the sake of clarity, the Parties state that the institution of arbitration proceedings does not constitute a prerequisite for proceedings, no matter whether they concern the main proceedings or are for provisional measures.

2. Jurisdiction. The Parties shall submit to the exclusive jurisdiction of the courts in Munich (Landgericht München I).

XI Miscellaneous

1. Designation as Reference Customer. Lobster shall be entitled to name the Customer as reference Customer on its Website and in its marketing material.

2. Assignment. The Customer may not assign rights and/or obligations arising out of an Individual Order as defined in these GTC for Lobster_data to a third Party, except if Lobster expressly and explicitly approves such assignment in writing. Such approval shall be in Lobster's sole and exclusive discretion. Any assignment without approval shall be not effective.

B PROVISIONS FOR PERPETUAL LICENSES: LOBSTER_DATA

I Specific Definitions of this Section B

| Term | Description |
|-----------------|---|
| Client | represents a self-contained entity* from a technical data and organisation point of view in Lobster_data. (*A separation into different clients does not occur in regard to client comprehensive actions that usually concern actions relating to one server overall, e.g. content inspection, communication protocols and general notifications.) |
| Concurrent User | End User (Customer's Employee), which may access Lobster_data at the same time. |
| Documentation | means user manuals and/or installation guides relating to Lobster_data provided by Lobster to the Customer. Documentation shall be provided in electronic printable format and in English language only. Documentation shall not be modified according to the Customer's requirements. |
| Dongle | Mechanism for license verification which shall prevent unauthorized copying of Lobster_data. |
| Defect | means a reproducible error or a malfunction which causes Lobster_data not to perform in accordance with the accompanying product Documentation. |
| Object Code | means Lobster_data in binary form which is a form of computer programs not readable for the human understanding of the program logic, but which is appropriate for execution or interpretation by a computer. |
| Profile | Workflow which is technically executable and includes all parameters, description and settings for a data transmission, data manipulation and data transformation. |

Thread Pool

Thread Pools consist of a number of individual threads, which are part of a process and therefore a thread or a sequence of threads within the execution of a computer program. A process may consist of several threads or – if parallel processing is not foreseen – a single thread. Threads share processors, storage and other resources depending on the operation system such as network connections and files. Thread Pools manage individual threads and provide for an efficient execution, allocation and usages of resources.

II Lobster's Licensing Models

The licensing models applicable to Lobster_data are set forth in the respective Individual Order. Basically, an Individual Order shall contain the maximum number of Concurrent Users, Clients, Profiles and Thread Pools granted to the Customer.

III Lobster_data Functional Description

Lobster_data's functionalities are described in the Documentation provided to the Customer. The functional description contained in the Documentation shall be integral part of the respective individual agreement.

IV Extent and Form of Delivery

1. Extent of Delivery. Lobster shall deliver Lobster_data in Object Code as well the accompanying Documentation in the format set forth in the respective Individual Order. Lobster_data contains a mechanism for license verification, which is either provided as Dongle or is implemented via the cloud solution of a third-Party provider. As far as technically required, Lobster shall deliver the Customer the required Dongle after the expiry of the test phase set forth in the Individual Order and after Lobster has received the payment for Lobster_data as stipulated in the Individual Order.

2. Form of Delivery. Lobster_data may be delivered on a data carrier or via download. In case of the download option Lobster will provide the Customer with any information necessary to download and use Lobster_data, such as a password or a license key.

V License Grant

1. Extent of License Grant. Lobster grants the Customer the non-exclusive and perpetual right to use Lobster_data based on the license model (see section B.II.) agreed upon in the respective individual agreement. The use of the Lobster_data is restricted to the Customer's internal business purposes. The Customer is not authorised to use Lobster_data for the provision of services (such as data centre services, application provision services, business process outsourcing) to third Parties.

2. Back-up Copies. The Customer is authorised to create back-up copies of Lobster_data to a reasonable extent.

3. Assignment/Transfer. Sublicensing and leasing of Lobster_data is not permitted. The Customer is entitled to sell the prior purchased copies of Lobster_data once to a third party, provided that the customer has agreed with the third party in regard to Lobster_data that the existing conditions for the legal concession apply, under the stipulation that the third party assumes the customer's place. The one-off re-sale to a third party requires the explicit prior consent in writing by Lobster. Lobster will deny its consent solely due to a grave reason. In case of a re-sale, the customer is obligated to hand over all copies of Lobster_data and of all the corresponding material to the purchaser and to delete the existing copies on the customer systems.

4. Decompiling. The decompiling of the source code and the editing of the software are prohibited, unless done for a purpose and to an extent that is explicitly legally permitted.

5. License Verification. The Customer is not authorised to remove or circumvent the mechanism for license verification contained in Lobster_data. In case Lobster provides a Dongle, the Customer shall use such Dongle with necessary care and shall prevent loss and/or damage.

VI Defects of Lobster_data

1. Statute of Limitations. Claims based on Defects of Lobster_data shall become statute-barred twelve (12) months after Lobster_data's delivery (see section B.IV.2). In case of intent, fraud or fraudulent statements or claim for damages the statutory provisions shall apply.

2. Examination Obligation. The Customer shall be obligated to examine Lobster_data immediately after delivery for potential Defects. Should the Customer fail to notify Lobster within reasonable time, Lobster_data shall be deemed accepted in accordance with Sec. 377 subsection 2 HGB (German Commercial Code).

3. Notification Obligation. The Customer shall describe occurring Defects in a comprehensible manner and shall give Lobster written notice – if possible – immediately after the discovery of a Defect.

4. Defect Remedy. In case the Customer gives notice of a Defect according to section B.VI.3 which has to be remedied by Lobster, Lobster shall remedy such Defect free of charge. Lobster shall take Defect's gravity as well as its consequences for Customer into consideration when remedying the Defect. Lobster may repair or replace the Licensed Software based on its own discretion, as a rule Lobster remedies a Defect through repairs within a new version (such as but not limited to Update or Service Pack).

5. Instructions and Workarounds. As far as it can be reasonably expected by the Customer, repairs may also take place in form of Lobster instructing the Customer accordingly to enable the Customer to remedy the respective defect themselves. Such instructions to remedy a Defect are particularly possible in the event that the Customer can remedy a Defect with a minimum of effort or if considerable effects of the Defect can be avoided by the Customer taking immediate action as instructed. A temporary workaround shall be considered as repair to the extent that Lobster_data is not substantially impaired thereby and the workaround is reasonable to the Customer.

6. Grace Period. In the event the remedies set forth in sections B.VI.4 and B.VI.5 fail within a reasonable period of time the Customer shall set Lobster a reasonable grace period. This shall not apply if

- such grace period cannot be considered reasonable for the Customer or
- Lobster has refused repairs or replacement.

7. Customer's Further Rights. In the event Lobster's remedies fail within the grace period (see section B.VI.6) the Customer may

- rescind from the respective Individual Order, unless the Defect is immaterial or
- reduce the compensation for the Lobster_data.

Besides a withdrawal or reduction of the compensation the Customer may claim damages in the event Lobster has culpably infringed its contractual obligations, whereas the limitations and restrictions in section A.VI shall apply.

**C PROVISION FOR TIME-LIMITED LICENSES:
LOBSTER_DATA**

I Specific Definitions of this section C

| <u>Term</u> | <u>Description</u> |
|-----------------|---|
| Client | represents a self-contained entity* from a technical data and organisation point of view in Lobster_data. (*A separation into different clients does not occur in regard to client comprehensive actions that usually concern actions relating to one server overall, e.g. content inspection, communication protocols and general notifications.) |
| Concurrent User | End User (Customer's Employee), who may access Lobster_data at the same time. |
| Documentation | means user manuals and/or installation guides relating to Lobster_data provided by Lobster to the Customer. Documentation shall be provided in electronic printable format and in English language only. Documentation shall not be modified according to the Customer's requirements. |
| Dongle | Mechanism for license verification which shall prevent unauthorized copying of Lobster_data. |
| Defect | means a reproducible error or a malfunction which causes Lobster_data not to perform in accordance with the accompanying product Documentation. |
| Object Code | means Lobster_data in binary form which is a form of computer programs not readable to human understanding of the program logic, but which is appropriate for execution or interpretation by a computer. |
| Profile | Workflow which is technically executable and includes all parameters, description and settings for a data transmission, data manipulation and data transformation. |

Thread Pool

Thread Pools consist of a number of individual threads, which are part of a process and therefore a thread or a sequence of threads within the execution of a computer program. A process may consist of several threads or – if parallel processing is not foreseen – a single thread. Threads share processors, storage and other resources depending on the operation system such as network connections and files. Thread Pools manage individual threads and provide for an efficient execution, allocation and usages of resources.

II Lobster's Licensing Models

The licensing models applicable to Lobster_data are set forth in the respective Individual Order. Basically, an Individual Order shall contain the maximum number of Concurrent Users, Clients, Profiles and Thread Pools granted to the Customer.

III Lobster_data Functional Description

Lobster_data's functionalities are described in the Documentation provided to the Customer. The functional description contained in the Documentation shall be integral part of the respective individual agreement.

IV Extent and Form of Delivery

1. Extent of Delivery. Lobster shall deliver Lobster_data in Object Code as well the accompanying Documentation in the format set forth in the respective Individual Order. Lobster_data contains a mechanism for license verification, which is either provided as Dongle or is implemented via the cloud solution of a third-Party provider. As far as technically required, Lobster shall deliver the Customer the required Dongle after the expiry of the test phase set forth in the Individual Order.

2. Form of Delivery. Lobster_data may be delivered on a data carrier or via download. In case of the download option Lobster will provide the Customer with any information necessary to download and use Lobster_data, such as a password or a license key.

V License Grant

1. Extent of License Grant. Lobster grants the Customer the non-exclusive and time limited right to use Lobster_data based on the license model (see section B.II.) agreed upon in the respective individual agreement. The respective Individual Order shall contain the term for which such time-based license is granted. The use of the Lobster_data is restricted to the Customer's internal business purposes. The Customer is not authorised to use Lobster_data for the provision of services (such as data centre services, application provision services, business process outsourcing) to third Parties.

2. Back-up Copies. The Customer is authorised to create back-up copies of Lobster_data to a reasonable extent.

3. Assignment/Transfer. Sublicensing and leasing of Lobster_data is not permitted.

4. Decompiling. The Decompiling of the source code and the editing of the software are prohibited, unless they are explicitly and compulsively permitted from a legal point of view.

5. License Verification. The Customer is not permitted to remove or circumvent the mechanism for license verification contained in Lobster_data. In the event Lobster provides a Dongle, the Customer shall use such Dongle with necessary care and shall prevent loss and damage.

VI Defects of Lobster_data

1. Defect Notification. The Customer shall describe Defects occurring during the term of the Individual Order in a comprehensible manner and shall give Lobster written notice, if possible, immediately after the discovery of a Defect.

2. Defect Remedy. In case the Customer gives notice of a Defect according to section C.VI.1 which has to be remedied by Lobster, Lobster shall remedy such Defect free of charge. Lobster shall take Defect's gravity as well as its consequences for the Customer into consideration when remedying the Defect. Lobster may repair or replace Lobster_data ware based on its own discretion, as a rule Lobster remedies a Defect through repairs within a new version (such as but not limited to Update or Service Pack).

3. Instructions and Workarounds. As far as it can be reasonably expected by the Customer repairs may also take place in form of Lobster instructing the Customer in measures which the Customer can undertake himself to remedy the respective Defect. Such instructions to remedy a Defect are particularly possible in the event that the Customer can remedy a Defect with a minimum of effort or if considerable effects of the Defect can be avoided by the Customer taking immediate action as instructed. A temporary workaround shall be considered as repair to the extent that Lobster_data is not substantially impaired thereby and the workaround is reasonable for the Customer.

4. Grace Period. In the event the remedies set forth in sections C.VI.4 and C.VI.5 fail within a reasonable period of time the Customer shall set Lobster a reasonable grace period. This shall not apply if

- such grace period cannot be considered reasonable for the Customer or
- Lobster has refused repairs or replacement.

5. Customer's further rights. In the event Lobster's remedies fail within the grace period according to section C.VI.6, the Customer shall be entitled to terminate the respective Individual Order for good cause (Sec. 543 subsection 2 alt. (1) No 1 German Civil Law Code).

Besides such termination for good cause the Customer may claim damages in the event Lobster has culpably infringed its contractual obligations, whereas the limitations and restrictions in section A.VI shall apply. Notwithstanding, the foregoing Lobster's strict liability pursuant to section Sec. 536 a subsection 1, alt. 1 German Civil Law Code. Alternative for Defects which exist at the time the respective Individual Order was made effective shall be excluded.

VII Term and Termination

1. Term. The term for a time-based license relating to Lobster_data shall be contained in the respective Individual Order.

2. Termination for Convenience. The respective Individual Order shall contain notice periods for a termination for convenience.

3. Termination for good Cause. Either Party may terminate an Individual Order for good cause as set forth in section 314 German Civil Law Code. As a rule, a Party may not issue a termination for good cause before said Party has set a reasonable grace period and remedies have failed within such grace period. The respective Party may set such reasonable grace period without undue delay after taking notice of the good cause.

A grace period is not required if

- the other Party refuses the remedy of the good cause or
- particular circumstances justify an immediate termination for cause whereas the interests of both Parties have to be taken into consideration.

In the event the grace period fails without a remedy and therefore the prerequisites for the termination are fulfilled the Party entitled to the termination for cause must execute such termination within one month after the expiration of the deadline. If no grace period is required, the Party entitled to a termination for cause must execute the termination at the latest three (3) months after the Party has gained knowledge of the respective cause. Claims for damages shall remain unaffected. The limitation of liability set forth in section A.VI. shall apply.

D PROVISIONS FOR THE PROVISION OF SERVICES

I Specific Definitions for this Section D

| Term | Description |
|-----------------------|--|
| Defects | Deviation or malfunction of the actual configuration of the service in regard to the contractually agreed specification. |
| Installation Services | All activities which are required to install Lobster_data on the Customer's IT systems. |
| Mapping | Process which depicts data elements between different data models. |
| Support Services | Services relating to the technical support as well as user support as set forth in the Individual Order. |

II Extent of Performance

The following services may be subject to an Individual Order:

- Services relating to the installation of Lobster_data;
- Support Services relating to the usage and deployment of Lobster_data;
- Consulting services relating to Mapping;
- Consulting services relating to projects;
- Training

The actual services to be provided by Lobster shall be stipulated in the respective Individual Order.

III Customer's Cooperation and Responsibility

1. Specific Cooperation Obligations. Subject to further determination in the respective Individual Order the Customer shall fulfil the following cooperation obligations:

- Designate a contact person;
- Provision of any data and information required for the installation of Lobster_data;
- Provision of the infrastructure required for the deployment of Lobster_data;
- Notification of Defects;
- Execution of Tests;

The Customer is solely responsible for the full functionality of the infrastructure wherein the customer deploys Lobster_data. The contact person designated by the Customer shall be responsible for the fulfilment of all cooperation obligations.

2. Consequences of Insufficient Cooperation. In the event the Customer does not fulfil its cooperation obligations within the dates agreed upon, the milestones agreed upon by Lobster shall be extended and adjusted reasonably. Lobster shall inform the Customer of extension and adjustments, referring to the concrete assistance and cooperation duty that was not performed or fulfilled by the customer. In addition, the statutory provisions set forth in sections 642, 643 German Civil Law Code shall apply.

IV Milestones

1. Milestones. Milestones for the performance of Services may be contained in an Individual Order. In case that proposed milestones are not binding, Lobster shall explicitly designate such milestones as "estimated" or "not-binding".

2. Adjustment of Milestones.

2.1 Delays. In the event that Lobster becomes aware of circumstances likely to lead to a delay in the service delivery to the Customer, Lobster shall notify the Customer without undue delay. The Parties shall promptly discuss the matter in good faith with a view to resolving the matter as soon as reasonably possible in consideration of both Parties' interest.

2.2 No Delay as a Consequence of Customer's failure.

Lobster shall not be liable to the Customer for any delay in performance or any failure in performance resulting from Customer's failure to fulfil its cooperation obligations in a timely manner. Agreed upon milestones shall be adjusted reasonably.

3. Grace Period. In the event Lobster is in delay with the performance of services pursuant to an Individual Order, the Customer shall grant Lobster a reasonable grace period except such grace period would be unreasonable for the Customer. The expiration of the grace period shall not constitute a prerequisite for further remedies, if the Customer receives services which are not rejected explicitly and/or the Parties agree on further activities and the performance of further services. Insofar as granting a reasonable grace period is – in exceptional cases – unacceptable or a reasonable grace period has expired, the Customer is entitled to statutory rights of termination for cause and damages.

V License Grant

Lobster shall grant the Customer a non-exclusive, non-transferable license to use any and all deliverables arising out of the Services exclusively for the Customer's internal business purposes. The Customer may only modify, amend, adjust or distribute such deliverables or any derivative works thereof in the event this is explicitly stated in the respective Individual Order.

VI Defects

1. Statute of Limitations. Claims based on Defects of services shall become statute-barred 12 months after the completion of a service. In case of intent, fraud or fraudulent statements or in case of claims for damages the statutory provisions shall apply.

2. Defect Notification. The Customer shall describe occurring Defects in a comprehensible manner and shall give written notice, if possible, immediately after the discovery of a Defect.

3. Defect Remedies. In the event the Customer gives notice of a Defect according to section D.VI.2 which has to be remedied by Lobster, Lobster shall remedy such Defect free of charge. Lobster shall take Defect's gravity as well as its consequences for the Customer into consideration when remedying the Defect. Lobster may repair or replace the Services based on its sole discretion.

4. Instructions and Workarounds. In so far as it can be reasonably expected by the Customer, repairs may also take place in form of Lobster instructing the Customer in measures which the Customer can undertake himself to remedy the respective Defect. Said instructions to remedy a Defect are possible in particular in the event the Customer can remedy a Defect with a minimum of effort or if considerable effects of the Defect can be avoided by the Customer taking immediate action as instructed. A temporary workaround shall be considered as repairs to the extent that the service is not substantially impaired thereby and the workaround is reasonable for the Customer.

5. Grace Period. In the event the remedies set forth in sections D VI. 3 and D.VI. 4. fail within a reasonable period of time the Customer shall set Lobster a reasonable grace period. This shall not apply if

- such grace period cannot be considered reasonable for the Customer or
- Lobster has refused repairs or replacement.

6. Customer's further rights. In the event remedies fail within the grace period set according to section D.VII.5 the Customer shall be entitled to terminate the respective Individual Order for good cause or to reasonably reduce the agreed upon compensation. In addition to a termination for good cause or a reduction of the compensation the Customer shall be entitled to claim damages in the event Lobster has culpably breached its contractual obligations. With respect to damages the provisions in section A. VI. shall apply.

VII Terms and Conditions of Payment

1. Payment (Amount). The payment amount shall be stated in the respective Individual Order. The Customer shall pay the services either based on time and material or based on a fixed amount.

2. Payment based on Time and Material. In case the Parties agree on a payment according to time and material the hourly or daily rates determined in the Individual Order shall apply. Lobster shall invoice services based on monthly time sheets. Invoices shall be due within thirty (30) days after issuance. If not agreed upon otherwise in an Individual Order, the Customer shall reimburse travel expenses based on comprehensible receipts as follows:

- flights: Economy
- train: class 2
- car: £0.60 per kilometre
- travel time: 50 £ per hour
- accommodation according to the respective receipt

VIII Term and Conditions for Time Span and Termination of Support Services

1. Time Span. In the event that the provision of Support Services is subject to an Individual Order such Individual Order shall contain the time span in the space of the Support Services shall be provided.

2. Termination for Convenience. In the event the provision of Support Services is subject to an Individual Order such Individual Order shall contain notice periods for a termination for convenience.

3. Termination for Good Cause. Either Party may terminate an Individual Order for good cause as set forth in section 314 German Civil Law Code. As a rule, a Party may not issue a termination for good cause before said Party has set a reasonable grace period and remedies have failed within such grace period. The respective Party may set such reasonable grace period without undue delay after taking notice of the good cause.