

GENERAL TERMS AND CONDITIONS

1. In General

1.1. For the purposes of these general terms and conditions, the following terms shall have the following meanings:

1.2. Client: the natural person or legal entity, having a legal relationship with ILOGOS;

1.3. ILOGOS: the legal entity established under the law of Germany, as such doing business as iLogos Europe UG;

1.4. Agreement: any arrangement between ILOGOS and Client, based on which ILOGOS carries out a performance for the benefit of Client;

2. Scope

These general terms and conditions shall apply to any performance delivered, offer made, legal act performed, and assignment carried out by ILOGOS for Client, unless otherwise agreed upon in writing.

3. Conclusion of the Agreement

3.1. These general terms and conditions shall constitute an integral part of any Agreement, irrespective of the way in which it has been concluded.

3.2. An Agreement shall be concluded, among other things, as soon as Client has signed the offer or engagement letter, and this signed offer or engagement letter has been received or accepted by ILOGOS.

3.3. The Agreement must be concluded in writing.

3.4. As long as the Agreement has not been concluded, ILOGOS reserves the right to use the capacity available within its organization elsewhere.

3.5. The offer or engagement letter shall be based on the information provided by Client at that time. The offer or engagement letter is deemed to be a correct and complete reflection of the (contents of the) Agreement.

3.6. The Agreement supersedes and fully replaces all previous offers, correspondence, agreements, or other communication.

3.7. The Agreement has been entered into for an indefinite period of time, unless it appears from its contents or its nature that it has been entered into for a definite period of time.

4. Cooperation by Client

4.1. Client shall be responsible for providing access to all information and documents that ILOGOS needs for a proper performance of the Agreement. Client is obligated to provide ILOGOS with this information and these documents in time, in the manner desired, and in the correct form.

4.2. Client is obligated to inform ILOGOS without any delay about facts and circumstances that may be relevant for the performance of the Agreement.

4.3. Client shall guarantee that the information and documents it has provided are correct, complete, and reliable, also if they are coming from a third party. Exceptions to the above can be made if ensuing otherwise from the nature of the Agreement.

4.4. After parties have carried out the performance ensuing for them from the Agreement, ILOGOS shall return the original documents put at its disposal, to Client at Client's request. If this is necessary for the reliability and/or completeness of the performance carried out by ILOGOS, copies of aforementioned original documents shall be put into ILOGOS's files. All ILOGOS's files shall be and remain property of ILOGOS.

4.5. All additional costs and fees resulting from delay in the performance of the Agreement, because Client has not, and/or not timely, been able to make the information and/or documents requested available, shall be for Client's account. Before these additional costs and/or fees are charged, ILOGOS shall notify Client of the delay and offer it a reasonable period of time to comply with what has been requested from it as yet in time.

5. Performance of the Agreement

5.1. ILOGOS shall perform the Agreement in accordance with the applicable professional standards.

5.2. ILOGOS shall determine in what way the Agreement is performed, unless otherwise agreed upon in writing. ILOGOS shall determine which of its employees performs the Agreement, in which respect Client's wishes shall be taken into account as much as possible.

If the name or names of ILOGOS employees have explicitly been inserted in the Agreement, ILOGOS shall use best efforts to have this employee or these employees available to perform the Agreement. The Agreement's duration shall affect this intention to a large extent.

5.3. ILOGOS may only carry out more activities than for which an assignment was given, and charge same to Client, if Client has given prior consent to do so. The requirement of consent shall not apply if carrying out more activities may, in reason, be deemed to fall within ILOGOS's duty of care.

5.4. Client shall not be allowed to involve third parties in the performance of the Agreement without ILOGOS's written consent. ILOGOS shall not be allowed to involve third parties, other than third parties in any way constituting part of or related to the organization of ILOGOS in the performance of the Agreement without Client's prior written consent.

6. Confidentiality

6.1. ILOGOS, also including its employee(s) involved in the performance of the Agreement, shall observe confidentiality with regard to all Client's information it has obtained during the performance of the Agreement. Exceptions to the above can be made in the event that ILOGOS and/or its employee(s) involved in the performance of the Agreement is/are obligated to disclose certain information on account of a statutory or professional obligation.

6.2. ILOGOS shall not use the information provided to it by Client within the framework of the performance of the Agreement for any other purpose than for which it has been obtained. Exceptions to the above can be made in the event that ILOGOS becomes involved in disciplinary, civil, or criminal proceedings in which this information or these documents may be/are relevant.

6.3. ILOGOS shall also impose the obligation it is under, as mentioned in Sections 6.1 and 6.2, on third parties it has involved in the performance of the Agreement with Client's prior consent.

6.4. ILOGOS shall have the right to disclose its activities in overall terms, not in detail, to third parties, including (prospective) clients, with the sole object to convince the third parties of ILOGOS's expertise in this field, and on the conditions that, by doing so, ILOGOS does not act in conflict with the obligations ensuing for it from the other paragraphs of Section 6.

7. Acceptance

7.1. Upon delivery to the Client of any deliverable, the Client shall, subject to any more detailed acceptance provisions and acceptance criteria as may be agreed in an offer or engagement letter, immediately test such deliverable and declare acceptance of such deliverable in writing if it materially conforms to the specifications agreed by the parties for such deliverable (the "Specifications").

7.2. Client shall document any material defects arising during acceptance testing in a manner to render them as transparent and replicable for ILOGOS as possible and report such defects to ILOGOS immediately after they are discovered. Client shall provide ILOGOS in reasonable measure with all information which ILOGOS might require for the evaluation and rectification of any defect. Client shall furthermore be obliged to cooperate in localising and/or containing the defect. ILOGOS shall rectify such defects and resubmit the deliverable for acceptance testing.

7.3. Acceptance may not be refused for immaterial defects. Unless expressly agreed otherwise in any offer or engagement letter, any deliverable is deemed accepted if acceptance is not refused in writing (fax/e-mail not sufficient) by Client within fifteen (15) days of delivery.

7.4. In case of any discrepancy between these acceptance provisions and any acceptance provisions contained in an offer or engagement letter, the provisions in the offer or engagement letter take precedence.

8. Copyright

8.1. ILOGOS grants Client the exclusive, transferable, sublicenseable rights of use, unlimited as to time, content or territory, in regard to the deliverables, including particularly any software application and art assets, which have been created by ILOGOS under the Agreement. This includes in particular the rights of publication, reproduction, marketing, and distribution rights of the software application.

8.2. In particular, Client will receive the exclusive right, unlimited as to time, content or territory, in any way to duplicate, lease, disseminate and publicly reproduce (in particular to

perform and exhibit), broadcast or transmit by cable, ISDN or other long-distance line, or wirelessly, in particular via the Internet, the software application and the other materials (and parts thereof) to be provided under this Agreement. The grant of rights as described above extends to all known and unknown types of use, and includes in particular the right to duplicate and disseminate (online and offline), the right of public reproduction, handover and sublicensing to third parties (including by sale or leasing), editing and modification including the use and duplication of the results arising thereby and the corresponding dissemination thereof.

8.3. Client shall use ILOGOS' name and logo in connection with the exercise of the rights accorded under this Agreement in a way customary for the industry; in particular, ILOGOS shall be identified as the original creator of the deliverables in and on any copy thereof.

8.4. Client has the exclusive right to advertise and market the software application in its own name and under its own brand sign, to provide demonstrations of the software application, and to create and disseminate test versions in order to increase awareness of and demand for the software application.

8.5. The transfer of rights to Client specified in Section 8 takes place only after full payment of the fee as stated in Sections 9 and 10.

9. Fee

9.1. The fee to be charged by ILOGOS for performance of the Agreement shall be exclusive of expenses and costs of third parties involved in the performance of the Agreement, as well as any tax, if any, unless parties have agreed otherwise.

9.3. The fee charged to Client by ILOGOS, if necessary augmented by the expenses and the costs of third parties involved in the performance of the Agreement, shall be charged to Client per month, or by milestone completion, or at the termination of the Agreement, unless parties have agreed otherwise. The taxes due, if any, in respect of these amounts, shall be charged separately.

10. Payment

10.1. Client is obligated to pay the fee charged to it in conformity with Section 9 of these general terms and conditions, possibly augmented by the expenses and turnover tax, if any, mentioned in that Section, within 14 business days from the date of the invoice. Client shall not have the right to apply a deduction to the amount charged to it. Furthermore, Client shall not have the right to postpone payment of the amount charged to it under any circumstance.

10.2. Payment shall take place in the currency charged. Payment shall take place by means of giro (bank) transfer into one of the account numbers indicated by ILOGOS.

10.3. If Client fails to pay the amount charged to it within the period of time mentioned in Section 10.1, on the condition that ILOGOS has at least once, in any case, urged Client in writing to pay, Client shall be in default without further notice. In this situation, Client shall owe ILOGOS the cumulative interest of 3% per month in respect of the outstanding amount, from the date of the written summons until the day of full payment, as well as 15% plus VAT of the principal in respect of extrajudicial and debt collection costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. Client shall be legally liable to pay ILOGOS that surcharge. ILOGOS has the right of enforcing payment of the surcharge against Client in court. All judicial costs incurred by ILOGOS in connection with the collection of payment shall be for Client's account. The above shall not affect all ILOGOS's other rights.

10.4. ILOGOS shall have the right to claim from Client that it immediately provides security in whatever form, if ILOGOS suspects that Client's financial position gives rise to this. For the same reasons, ILOGOS shall have the right to claim advance payment from Client. In the event that Client fails to provide the security demanded and/or to pay the advance payment demanded, ILOGOS shall have the right to

postpone the performance of the Agreement without any prior written notification, in which case everything ILOGOS has to claim from Client at that moment shall become payable immediately.

10.5. In the event that the Agreement has been entered into by two or more Clients jointly, they shall be severally liable for the payment of the amount charged to them based on Section 9, as well as severally liable for the obligations on account of Sections 10.1 through 10.5.

11. Complaints / Warranty

11.1 ILOGOS warrants that the deliverable is free of material defects of quality at the time of delivery. A material defect of quality is deemed to exist only if and to the extent the Deliverable does not materially conform to the Specifications.

11.2 Client shall document any arising defects in a manner to render them as transparent and replicable for ILOGOS as possible and report such defects to ILOGOS immediately after they are discovered. Client shall provide ILOGOS in reasonable measure with all information which ILOGOS might require for the evaluation and rectification of any defect. Client shall furthermore be obliged to cooperate in localising and/or containing the defect.

11.3 If Client reports any defect according to the above provision, ILOGOS shall provide subsequent performance as follows: ILOGOS shall be entitled and, if the subsequent performance does not entail unreasonable effort, also obliged to discharge itself of its obligation of subsequent performance by either curing the defect or new delivery. Should ILOGOS fail, within an appropriate period of time allowing for at least two attempts at rectification, to rectify the defect or to provide a workaround to enable Client to use the deliverable as contractually agreed, then Client shall be entitled to the further statutory claims regarding defects of quality subject to the limitations of liability contained in this Agreement; however the Client's right to correct, or have a third party correct, defects at ILOGOS's expense (Sec. 637 German Civil Code) is excluded.

11.4 The period allowed for rectification shall be reasonable taking into account the measures customary in similar contracts and the particularities of software. If Client grants ILOGOS a grace period for the curing of any defects, Client shall state in writing immediately after the fruitless expiry of such period how the Agreement is to be operated from thereon. Should Client fail to make such statement or to make it immediately, then ILOGOS may assume that the Agreement is to continue without change.

11.5 In the case of defects which interfere only slightly with the operation of the deliverable in accordance with the Specifications, Client shall not be entitled to claim for defects of quality (immaterial defects). However, to the extent a deliverable consists of computer software, defects affecting any saved data in a manner so as to make the appropriate and economically reasonable use of major parts of the deliverable impossible or allow a severely restricted use of the deliverable only shall not be deemed to be immaterial defects. When in doubt, a mere slowing down of the deliverable shall be deemed to constitute an immaterial defect.

11.6 If a review of an error report submitted by Client should reveal that in reality there is no defect and/or that the defect is not caused by the deliverable, ILOGOS may request the reimbursement of costs incurred through the analysis efforts and any other work in connection with the unjustified error report based on the customary rates of ILOGOS.

11.7 There shall be no entitlement to claims for defects of quality in the event of defects resulting from the non-observance of operating conditions for the deliverable as specified in the Specifications.

11.8 A deficiency in title shall be deemed to exist only if the deliverable infringes a third party's right so that Client is unable to exploit it as agreed herein. In this event, ILOGOS may, at its option, (i) acquire for Client the right to use the deliverable according to this Agreement or (ii) modify the deliverable so that it is non-infringing and still substantially conforms to the Specifications. If neither option is possible, Client may exercise its further statutory rights. The provisions of this Section 11 apply accordingly to any deficiency in title.

11.9 If Client itself should modify the deliverable or have it modified by any third parties, Client shall not be entitled to any claims because of defects of quality, unless Client proves that any defects that occurred were not caused by such modification and the defect analysis and rectification on behalf of ILOGOS is not affected thereby.

11.10 Any claims based on defects of quality, with the exception of damage claims, shall become time-barred after twelve (12) months from acceptance of the deliverable.

11.11 In the event and to the extent that ILOGOS has acted in bad faith or granted any guarantees ("Garantien"), which must be explicitly designated as such, as well as in any other cases of imperative liability on the part of ILOGOS, the statutory provisions relating to material defects remain unaffected.

11.12 This Section 11 states ILOGOS's entire liability and Client's exclusive remedy for any defect of quality of the deliverable.

12. Period of Performance

12.1. If Client has been requested to make any advance payment and/or to make information and/or documents available to ILOGOS, which are necessary for the performance of the Agreement, the moment on which ILOGOS shall start carrying out its obligations shall not start until the moment the full amount has been paid and/or all information and/or documents have been made available to ILOGOS.

12.2. The period of time in which ILOGOS will execute the Agreement shall depend on many factors, such as the quality of the information made available by Client, Client's and third parties' cooperation, so that the dates on which ILOGOS will have executed the Agreement may not be considered deadlines, unless this has been explicitly agreed upon.

12.3. Client may not terminate the agreement (prematurely) in connection with the exceeding of the period of time agreed upon, unless it has been established that ILOGOS is not able to ever execute the Agreement, or to complete the performance ensuing for it from the Agreement, in whole or in part, within a reasonable period of time after the lapse of the dates agreed upon.

13. Termination

13.1. Parties shall have the right to terminate the Agreement (prematurely) with due observance of a notice period of thirty calendar days.

13.2. Termination shall take place by means of a certified letter to the other party.

13.3. In the event that Client terminates the Agreement (prematurely), it is obligated to compensate ILOGOS the entire loss ILOGOS suffers as a result of the premature termination of the Agreement, unless the termination has been prompted by reasons and circumstances to be attributed to ILOGOS. The loss to be compensated shall include, among other things, the costs relating to the (premature) termination of the agreement with the third party involved in the performance of the Agreement.

13.4. In the event that ILOGOS terminates the Agreement prematurely, Client shall be entitled to assistance from ILOGOS as regards the transfer of the work to third parties, unless the termination has been prompted by facts and circumstances that can be attributed to Client.

13.5. In the event that the Agreement is terminated (prematurely), ILOGOS shall retain its right to payment of the fee until the moment the Agreement has been terminated, or a proportional share of the fixed amount in respect of a fee, agreed upon in advance, as well as the payment of expenses as regards the performance of the Agreement until the moment of termination. After Client's payment of all its obligations, the interim results of the performance of the Agreement, including property rights in conformity with Section 8, until the moment of termination shall be made available to Client.

13.6. Parties shall have the right to terminate the Agreement (prematurely) without observing a notice period, by means of a certified letter, if: the other party is adjudicated bankrupt, or at any rate files for bankruptcy (itself), the other party is granted an official moratorium, or at any rate files for an official moratorium (itself), and/or the other party does not, or at any rate not fully, comply with its obligations under this Agreement. Moreover, ILOGOS shall have the right to terminate the Agreement (prematurely), without observing a notice period, by means of a certified letter, if Client discontinues its business operations.

13.7. In the event that the Agreement has been terminated (prematurely), each of the parties shall immediately return to the other party all goods, objects, and documents, which belong to the other party in ownership and are in possession of one party, on the condition that ILOGOS may keep a copy of each document for its files. Sections 13.3 and 13.5 shall be applicable to this provision.

14. Liability

ILOGOS is liable for damages arising in connection with this Agreement and/or any Statement of Work thereunder exclusively as follows:

14.1. ILOGOS is fully liable for intent ("Vorsatz") and gross negligence ("grobe Fahrlässigkeit") as well as damages caused by injury to life, body or health.

14.2. In an event of slight negligence, ILOGOS is liable only for breaches of a material contractual obligation (cardinal duty). A "cardinal duty" in the meaning of this provision is an obligation the performance of which makes the implementation of this Agreement possible in the first place and on the performance of which Client may therefore generally rely.

14.3. In a case according to Section 14.2, ILOGOS is not liable for any lack of commercial success, lost profits and indirect damages.

14.4. Liability in accordance with the above Sections 14.2 and 14.3 shall be limited to the typical, foreseeable damages and claims shall become time-barred twelve (12) months after the damage occurs. The application of Sec. 284 of the German Civil Code is excluded in the cases described in Sections 14.2 and 14.3. Typical, foreseeable damages are limited to a maximum amount equalling the remuneration paid under the Agreement in performance of which the damaging event has occurred, and only for the year in which the damaging event has occurred if Performance is provided and paid for on an annual basis.

14.5. Client is responsible for the regular backup of its data at intervals reasonable in view of the type, importance and sensitivity of the data. In the event that ILOGOS is liable in principle for any loss of data under the foregoing paragraphs, such liability is therefore limited for the costs of data recovery that would have been incurred if backups had been properly and regularly made.

14.6. The limitation of liability shall apply mutatis mutandis to the benefit of the employees and agents of ILOGOS.

14.7. Any potential liability on the part of ILOGOS for any guarantees ("Garantien"), which must be expressly designated as such in order to be considered guarantees ("Garantien") in a legal sense, and for claims based on the German Product Liability Act shall not be affected

14.8. Client shall indemnify ILOGOS against all claims of third parties on account of incorrect or incomplete information, in the broadest sense of the word, made available by or on behalf of Client, unless Client can prove that the liability is not related to Client's error or negligence, and/or has been caused by gross negligence or intention on ILOGOS's side.

14.9. ILOGOS shall not be liable for any shortcoming in the performance of the Agreement, if this shortcoming is the direct consequence of changes made by Client, its staff, third parties, or enterprises in any way affiliated to Client, in the (result of the) work carried out by ILOGOS.

15. Taking over Contract/Indemnification

15.1. Client shall not be allowed to transfer (any obligation from) the Agreement to third parties, unless ILOGOS explicitly agrees to this. ILOGOS shall have the right to attach conditions to this consent. Client shall undertake in any case to then impose all relevant (payment) obligations under the Agreement and these general terms and conditions on the third party. Apart from this third party, Client shall also remain liable at all times for the obligations under the Agreement and the general terms and conditions, unless parties explicitly agree otherwise.

15.2. Client shall indemnify ILOGOS as regards all claims of third parties that might arise on account of Client's not, or incorrectly, complying with any obligation under the Agreement and/or these general terms and conditions.

16. Electronic Communication

During the performance of the Agreement, Client and ILOGOS shall be able to communicate with each other by means of electronic communication at the request of one or both of them. Both ILOGOS and Client acknowledge that the use of electronic communication entails risks, such as - but not limited to - deformation, delay, and virus. Client and ILOGOS shall hereby establish not to be liable towards each other for the loss that might ensue on either or both sides on account of the use of electronic communication, including the acts and omissions of the service provider. Both Client and ILOGOS shall do or omit all that may be expected from each of them in reason in order to prevent aforementioned risks from occurring.

17. Lapse of Rights

Unless otherwise agreed upon in these general terms and conditions, legal claims and rights of action that Client has on ILOGOS under the Agreement, for whatever reason, shall be lost after the lapse of one year after the day on which Client has acquainted itself, or at any rate has been able to acquaint itself in reason, with the existence of such right.

18. Waiver of Rights/Severability

ILOGOS's not immediately enforcing any provision or condition in the Agreement shall not affect or limit ILOGOS's rights and powers under this Agreement. Waiver of the right of any provision or condition in the Agreement shall only be in force if it has been effected in writing. Invalidity or nullity of any provisions of this Agreement shall not affect the validity of the other provisions of this Agreement. Parties shall then undertake to adjust and/or amend any null

and void or voidable part as meant above in such a way that the part in question will be amended in a legally valid way, and suits parties' intention.

19. Scope after Lapse of Agreement

The provisions of these general terms and conditions, the purport of which is, explicitly or implicitly, to retain their validity after lapse of the Agreement, shall also bind parties after the lapse of the term of the Agreement.

20. Conflicting Clauses

In the event that conflicts come to light between a provision contained in these general terms and conditions and a provision contained in the Agreement, the provisions of the latter shall prevail. Any amendments to these general terms and conditions and/or the Agreement must be in writing and signed by both parties.

21. Change in Staff

21.1. During the term of the Agreement, or within three (3) years after termination thereof, none of the parties shall hire persons who are, or used to be, charged with the performance of the Agreement, or start negotiations with them in order to come to a possible employment.

21.2. The penalty agreed by the parties in case the other party hires one of these persons is twelve (12) months of the biggest of salary or revenues generated by this person.

21.3. Parties may deviate from this provision by mutual written consent.

22. Applicable Law / Court of Jurisdiction

22.1. The Agreement between parties to which these general terms and conditions apply shall be governed by the laws of Germany.

22.2. All disputes and disagreements which may arise from this Agreement or in connection with it shall possibly be settled by negotiations.

22.3. In case disputes and disagreements cannot be settled by negotiation, they shall be finally settled by the Court of Arbitration at the Hamburg Chamber of Commerce in Hamburg, Germany.

Last updated: April 24, 2014