

IMPORTANT, PLEASE READ CAREFULLY: THIS LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND METAPHACTS GMBH, DAIMLERSTRASSE 36, 69190 WALLDORF, GERMANY, FOR THE USE OF THE SOFTWARE PRODUCT DELIVERED WITH THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT" OR "I AGREE" BUTTON OR OTHERWISE USING THE SOFTWARE OR PARTS THEREOF, YOU AGREE TO BE BOUND BY THIS LICENSE AGREEMENT INCLUDING THE GTC. IF YOU DO NOT AGREE YOU ARE NOT PERMITTED TO USE THE SOFTWARE. IF YOU REGISTER FOR A TRIAL VERSION OF THE SOFTWARE THE SPECIFIC PROVISIONS APPLYING TO FREE-OF-CHARGE VERSIONS WITHIN THE GTC SHALL APPLY TO YOUR USE OF THE SOFTWARE.

GENERAL TERMS AND CONDITIONS (GTC)

1. Definitions

1.1. Affiliate means any legal entity that is affiliated with the party concerned in the sense of section 15 et seq. of the German Stock Corporation Act (AktG), i.e. any legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. "Control" for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests.

1.2. Defects are reproducible deviations of the Licensed Program(s) from the descriptions in the documentation provided by metaphacts not resulting from hardware defects, third party software, bad or inconsistent data, improper use or unauthorized changes of the Licensed Program(s) or from any other cause attributable to circumstances outside metaphacts's responsibility.

1.3. Licensed Program(s) means the executable code version of the metaphacts software, including any Update, Upgrade and other new versions, enhancements or modifications to the Licensed Program(s) provided by metaphacts to Customer, and including any related documentation, but excluding all third-party software and other third-party products delivered by metaphacts to Customer (including, without limitation, open source software).

2. Subject Matter

2.1. These General Terms and Conditions (GTC) including Exhibit 1 apply to the provision and licensing of the Licensed Program(s) by metaphacts GmbH, Daimlerstraße 36, 69190 Walldorf, Germany ("metaphacts") to corporate customers ("Customers"). The number and type of the acquired licenses and the amount of the Annual Fees are subject to the applicable individual contract. In the event the parties agree on the provision of Support Services, the Support Terms in Exhibit 2 shall apply in addition to the GTC.

2.2. In case of a conflict, customer-specific provisions in the individual contract shall prevail over the GTC and its Exhibits. Terms and conditions of Customer, e.g. as part of a purchase order issued by Customer, that conflict with or deviate from the terms of the GTC and its Exhibits shall not apply, even if metaphacts does not explicitly object to them or unconditionally provides software or services to the Customer.

2.3. The GTC, as may be amended from time-to-time, also apply to all future agreements on the provision and licensing of Licensed Program(s) and/ or the provision of Support Services entered between metaphacts and Customer, including all cases where the GTC are not explicitly referred to.

2.4. metaphacts reserves the right to revise the provisions of ongoing Customer contracts, provided that the change does not have any impact on the content of the agreement that is material for the equivalency of the contractual duties and provided that such change is reasonably acceptable for Customer. Customer will be informed of any revision of the contract in writing or by email and the corresponding changes will be highlighted in this document. They will become effective, unless Customer objects to the revised version within six (6) weeks from receipt of the notification by letter or e-mail. Customer will be expressly advised of the consequences of its failure to respond at the time it is notified of the revised version. In the event that Customer objects to the revised version of the contract during the period set forth above, the contractual relationship will be continued subject to the previous and unchanged provisions, however, metaphacts has the right to terminate the agreement for cause by giving two (2) weeks' notice.

3. Provision of Licensed Program(s) and services

3.1. metaphacts provides the Licensed Program(s) to Customer solely in an executable code version, if not agreed otherwise on a temporary basis for the term of the agreement. Customer is not entitled to the provision of the source code of the Licensed Program(s). The Licensed Program(s) are delivered electronically via download in the version that is the latest release at the date of delivery. Incorporated in the Licensed Program(s) metaphacts will provide Customer with electronic documentation in the English language.

3.2. The characteristics and functions of the Licensed Program(s) are conclusively described in the documentation related to the Licensed Program(s). The description given in the documentation constitutes an

agreement on certain characteristics of the Licensed Program(s), but no guarantee (Garantie). Upon mutual agreement Customer may conduct reasonable tests during a trial period to determine that the Licensed Program(s) meet its requirements before obtaining a commercial license.

3.3. In the course of ongoing improvement and further development of the Licensed Program(s), new functionality may be added and parts of the functionality may be changed or discontinued by metaphacts, provided, however, that Customer may be reasonably expected to accept this and the attainment of the purpose of the agreement is not jeopardized.

3.4. Unless the parties agree otherwise, Customer is responsible for the installation and integration of the Licensed Program(s) on its licensed Platform Instance. Upon conclusion of a separate agreement, metaphacts may assist Customer with the installation or provide to Customer technical implementation services, such as the adaptation of the Licensed Program(s) to the specific requirements of Customer, development of interfaces for Customer's existing software programs, etc.

3.5. metaphacts shall perform the agreed services based on the state of the art. metaphacts shall perform all services carefully and use skilled and trained employees. metaphacts has the right to assign, in its own discretion, either its own employees or sub-contractors with the provisions of services. Irrespective of the place of performance, they are not subject to the supervision and instructions issued by Customer and will not be deemed to be employed by Customer.

4. Customer Duties and Responsibilities

4.1. Customer shall ensure that the minimum system requirements regarding the hardware and software environment are met which are required for the contractual use and the support of the Licensed Program(s). The minimum system requirements are set forth in the documentation of the respective Licensed Program(s).

4.2. Except as otherwise provided herein, Customer is solely responsible for installing, operating, and managing the Licensed Program(s) and any support items delivered under the agreement. Furthermore, Customer is completely and solely responsible for confirming the accuracy of any results Customer obtains by using and operating the Licensed Program(s). metaphacts makes no commitment or assurances regarding the compatibility of the Licensed Program(s) with the Customer software environment and/ or any third party products.

4.3. In connection with its duty to prevent damage, Customer shall take the appropriate pre-cautions (e.g., by backups and inspection of its IT systems at regular intervals) and shall ensure that in case of a total failure of its IT systems its systems will be available for uninterrupted emergency

operations at any time by establishing a corresponding emergency concept and emergency plans. Customer shall be responsible for the proper archiving and backup of its data by making regular backup copies at such intervals that are appropriate based on the risk involved. In the absence of an express written notice, metaphacts may always assume that any data with which it will come into contact has been sufficiently backed-up.

4.4. Customer agrees that metaphacts may once a (calendar) year with one (1) month prior notice perform such tests and audits as metaphacts reasonably deems necessary to monitor Customer`s compliance with applicable software licenses. Customer will co-operate with metaphacts and provide metaphacts with all information and assistance, including without limitation providing access to its premises and computer systems, which is reasonably needed to perform the audit. The audit will be conducted during normal business hours of Customer. metaphacts shall use reasonable endeavours to minimise any disruption to the operations of Customer. metaphacts will make sure that its authorized representatives in charge of the audit are bound by appropriate confidentiality undertakings.

5. Fees and Terms of Payment

5.1. The amount of the annual license and/ or support fee ("Annual Fee") is stated in the individual contract. The initial Annual Fee is due and payable in advance upon delivery of the Licensed Program(s); the following Annual Fees are due and payable on each anniversary of the date of delivery.

5.2. In the absence of a deviating agreement, implementation and other services provided by metaphacts on the basis of separate agreements will be compensated on a time and material basis at the agreed daily and/ or hourly rates. In the event that the agreement does not contain any provisions on the amount of remuneration, the metaphacts price list valid on the date of provision of such services shall apply. The remuneration will be invoiced to Customer on a monthly basis at the beginning of the month after the services were provided together with the reports that are customarily used by metaphacts.

5.3. All agreed prices and fees are net prices, i.e. the statutory value-added tax shall be added, if applicable. Payments shall be made by Customer within fourteen (14) calendar days from the invoice date with no deductions.

5.4. The Annual Fee increases if Customer orders further Licensed Program(s) and/ or extends the scope of the existing licenses during the term of the agreement. Moreover, metaphacts reserves the right to make adjustments to the amount of the Annual Fee according to the general market pricing (in consideration of developments in the consumer pricing index and own costs). Pricing adjustments are communicated to the Customer by e-mail at least six (6) weeks prior to the end of a contractual period. Any adjustment may not exceed 10% of the previous contractual periods' Annual Fee. If the pricing adjustment of the Annual Fee exceeds 5%, the Customer has the right to an

extraordinary termination of the contract, allowing for a notice period of two (2) weeks to the end of the contractual period.

5.5. Customer shall not offset any claims, unless its counter-claim is uncontested or has been finally adjudicated. Furthermore, Customer shall not withhold payments, unless its counter-claim is uncontested or has been finally adjudicated and is related to the same contractual relationship.

5.6. If invoices are not paid by Customer within one (1) month after the due date although metaphacts has issued a payment reminder to Customer then metaphacts's obligation to provide services under the agreement shall be suspended. If any invoices are not paid by Customer within two (2) months after the due date although metaphacts has issued at least two (2) payment reminders of which the second has to refer to the following consequences Customer's right to use the Licensed Program(s) shall be suspended until full payment has been received. Any other rights of metaphacts (in particular, the claim to payment of the outstanding amounts and the right to terminate the agreement for cause) remain unaffected.

6. Warranty

6.1. During the term of this agreement metaphacts warrants that i) the Licensed Program(s) has the agreed characteristics and functions, ii) it will perform in accordance with the documentation and has no Defects in quality, and iii) Customer can use the Licensed Program(s) without infringing the propriety rights of any third parties.

6.2. Customer shall notify metaphacts of any Defect of the Licensed Program(s), including Defects of new versions provided to Customer, promptly upon delivery or, in the event of hidden Defects, promptly upon their discovery, in comprehensible form by written notice or e-mail. To the extent that Customer can be reasonably expected to do so, Customer shall take all necessary measures to determine, delimit, and document any Defects. This includes the preparation of an error report, system logs, dump files, providing the input/ output data affected, test cases, interim and test results, and any other information and records that may serve to describe and reproduce the Defect.

6.3. Customer may only assert claims based on Defects that are reproducible or can be described by Customer in a comprehensible manner. In the event of a Defect as to quality, metaphacts has the right and obligation to either rectify the Defect or to provide a replacement of the Licensed Program(s) at its own discretion and within a reasonable period. The rectification of the Defect may also mean that metaphacts initially shows Customer a reasonable workaround that avoids or circumvents the effects of the Defect.

6.4. The liability for Defects will not apply to a Licensed Program(s) that was changed or modified by or on behalf of Customer without authorization or that was not used in compliance with the provisions of the agreement, the documentation associated with the Licensed Program(s) and/ or the specified system requirements, unless Customer can show that the Defect is not related to these circumstances.

6.5. In the event that the rectification of a Defect finally fails, Customer has the right to reduce the Annual Fee for the affected Licensed Program(s) accordingly or to terminate the agreement for cause. In the event of only a slight deviation of the Licensed Program(s) from the contractually agreed quality Customer is not entitled to terminate the agreement for cause. Due to the complexity of the Licensed Program(s) and their technical interoperability with other products, more than two (2) attempts to rectify each Defect may be appropriate and Customer may be reasonably expected to accept them. The right to terminate the agreement is precluded unless rectification of the Defect must be considered as finally failed. In the event that a Defect is based on default of metaphacts, metaphacts will pay damages or reimburse Customer for wasted expenditures resulting from such Defect within the limits set forth in section 8 below.

6.6. In the event that metaphacts performs services in connection with the analysis or rectification of alleged Defects without being obligated to do so, it may claim a separate remuneration from Customer on a time and material basis in accordance with the then-valid metaphacts price list. In particular, this shall apply if a Defect reported by Customer cannot be reproduced or if it cannot be attributed to metaphacts. There is no claim to additional remuneration, if Customer was unable to recognize that the Defect was not related to the Licensed Program(s).

6.7. In case metaphacts grants a perpetual license to Customer, the right to terminate the agreement for cause according to section 6.5 shall be replaced by a right of rescission, provided that the rectification has finally failed. Claims based on Defects will come under the statute of limitations within one (1) year from the delivery of the Licensed Program(s); this shall not apply (i) in the event of intentional wrongdoing or gross negligence on the part of metaphacts, (ii) in the event a Defect is maliciously concealed and (iii) in the event of a Defect in title. For the rest, section 6 shall apply accordingly to Defects in Licensed Program(s) that are intended and licensed for perpetual use of Customer.

7. IP Rights and IP Infringements

7.1. As between metaphacts and Customer title to and all applicable rights in the Licensed Program(s) - including, but not limited to, patents, copyrights, design rights, other proprietary rights and trade secrets - shall remain in metaphacts or its licensors (as the case may be). This shall apply accordingly to software created or customized by metaphacts on behalf of Customer and any other customer-specific work results (documentation, forms, etc.). No title to or ownership in the Licensed Program(s) is transferred to

Customer. Customer's only rights in respect of the Licensed Program(s) are the non-exclusive rights to use the Licensed Program(s) according to Exhibit 1.

7.2. In the event that third parties assert claims against Customer based on an infringement on their proprietary rights due to the contractually agreed use of the Licensed Program(s) by Customer, Customer shall promptly notify metaphacts hereof in writing. metaphacts has the right, but is not obligated to settle the dispute with the third party on its own, either in court or out of court. In the event that metaphacts acts upon this authorization, Customer shall reasonably assist metaphacts free of charge. Customer shall not recognize any third party claims in its own discretion.

7.3. In the event that the Licensed Program(s) has a Defect as to title, metaphacts will initially discharge its warranty obligations by subsequent performance at its discretion as follows:

* metaphacts will change the Licensed Program(s) in such a manner that the third-party proprietary right is no longer infringed upon and that the functionality of the Licensed Program(s) is not unreasonably affected;

* metaphacts will replace the Licensed Program(s) and/or the affected components of the Licensed Program(s) with such equivalent products that can be used in accordance with this agreement and will not infringe on any proprietary rights, provided that Customer can be reasonably expected to accept this replacement, or

* metaphacts shall obtain any rights required for the lawful use of the Licensed Program(s) by Customer.

In the event that the infringement on third party proprietary rights and/ or a legal dispute regarding the corresponding third party rights can be avoided or settled by Customer's use of a new version of the Licensed Program(s) that is provided by metaphacts free of charge, Customer is obligated to use this new version, unless Customer cannot be reasonably expected to replace the current version of the Licensed Program(s).

7.4. To the extent that damage was caused by a Defect as to title for which metaphacts is liable, metaphacts shall indemnify and hold Customer harmless from and against such damage within the liability limitations set forth in section 8. In addition to this section 7 the provisions regarding Defects as to quality set forth in section 6 above shall apply accordingly to any claims asserted by Customer based on Defects as to title.

7.5. metaphacts is particularly not liable for any infringement on third party rights which is based upon the combination of the Licensed Program(s) delivered hereunder with software not supplied by metaphacts or upon any modification or alteration of the Licensed Program(s) made by Customer or a third party on behalf of Customer.

8. Liability

8.1. In the event that metaphacts provides Licensed Program(s) or services to Customer free of charge, e.g., the provision of the Licensed Program(s) during a trial period or for research, academic or marketing purposes, this shall be on an "as is" basis under exclusion of any warranty obligations (except for Defects which were fraudulently concealed) and metaphacts will only be liable for damages resulting from any intentional or grossly negligent violation of its contractual duties.

8.2. With respect to any claim not subject to section 8.1., metaphacts shall pay compensation for damage and loss, irrespective of the legal cause (whether in contract or tort, including Defects of the Licensed Program(s), data protection and IP infringements) only to the following extent:

* in case of intentional wrongdoing and gross negligence for the full amount;

* in all other cases only for a violation of a material contract duty, that is of such substantial importance that the attainment of the purpose of the agreement would be jeopardized, and upon compliance with the same Customer may therefore rely (so called Kardinalpflicht). In this case metaphacts shall only be liable for the foreseeable and typical damage, limited however for each incident to the amount of ten (10) times the Annual Fee of the individual contract affected.

8.3. In the event of a data loss caused by metaphacts, the liability of metaphacts shall be limited to the costs that would have incurred in case of a proper, at least daily, data backup by Customer, unless metaphacts caused the data loss intentionally or in a grossly negligent manner.

8.4. metaphacts will only be liable for Defects, that already existed in the Licensed Program(s) at the time of contract conclusion, if metaphacts is responsible and liable for such Defects. The no-fault liability of lessor as provided in the German Civil Code (BGB) for initial Defects insofar is expressly excluded.

8.5. The foregoing liability limitations also inure to the benefit of the legal representatives, vicarious agents and employees of metaphacts.

8.6. Statutory liability for personal injury and under the German Product Liability Act (ProdHaftG) remains unaffected by the above provisions.

9. Confidentiality and Data Protection

9.1. The parties agree to treat any business and trade secrets of the other party and any other business-related information that is disclosed to them,

made available to them or of which they may become aware in any other manner as strictly confidential. In particular, confidential information shall include the Licensed Program(s) (in any code form), the ideas, concepts, know-how and technology contained therein, as well as related user documentation.

9.2. Customer agrees to take appropriate measures by instruction or agreement with its employees who are permitted access to the Licensed Program(s) to ensure the fulfillment of its confidentiality obligations hereunder. Except as may be permitted in writing by metaphacts, Customer shall not provide, disclose, or otherwise make available, the confidential information, in particular the Licensed Program(s) or copies thereof, to any third party.

9.3. The duty of confidentiality does not apply to confidential information that was previously known to the receiving party without any duty of confidentiality or that is or will become known to the general public through no fault of the receiving party, or which is rightfully disclosed to the receiving party by a third party without being bound by a duty of confidentiality, or that can be shown to have been independently developed by the receiving party.

9.4. The parties agree to duly store any business items and records made available to them by the other party and to return them at any time upon the other party's request. In particular, they shall ensure that unauthorized third parties cannot gain access to them.

9.5. metaphacts will process and use personal data of Customer for performing its contractually agreed obligations. Personal data of Customer shall only be transferred to third parties for the purpose of contract performance or in cases to which Customer grants its prior consent. In the event Customer allows metaphacts access to personal data of end users, Customer will ensure that the applicable statutory requirements regarding the transmission to and processing by metaphacts are complied with. If applicable, parties will conclude an agreement for commissioned data processing.

9.6. In the event that Customer agrees to be mentioned as a reference customer, metaphacts has the right to use and reproduce Customer's name and its corporate marks, trademarks and logos in printed publications and on the metaphacts website for its own advertising purposes.

10. Term and Termination

10.1. The agreement will become effective with the confirmation of the Customer order by metaphacts and will be valid for an initial binding term of one (1) contractual year. The agreement will be automatically renewed for additional periods of one (1) contractual year unless three (3) months

advance written cancellation notice is given by Customer or metaphacts. Partial termination of the Support Services, if ordered, is excluded, unless Customer is granted a perpetual license to use the Licensed Program(s)..

10.2. The right of either party to terminate the agreement for cause and without notice remains unaffected. Cause exists for metaphacts, in particular, if (i) insolvency proceedings are instituted against the assets of Customer or rejected for a lack of funds, (ii) Customer is in default with a material portion of the Annual Fee or with another amount payable to metaphacts under the terms of the agreement for more than two (2) months or (iii) Customer violates any other material contract duty in any other manner and if it fails to cure this breach within two (2) weeks from the corresponding notice given by metaphacts. In the event that the agreement is terminated by metaphacts for cause for which Customer is responsible, metaphacts will remain entitled to the full remuneration due until the end of the relevant contract term. Further claims of metaphacts remain unaffected.

10.3. The Licensed Program(s) may be offered by metaphacts as a 30-days-trial-version. The right to use the Licensed Program(s) expires within thirty (30) days after installing the Licensed Program(s) without further notice. metaphacts may extend the trial period at its own discretion. At the end of the trial period Customer may purchase a commercial license to continue the use of the Licensed Program(s) at its own discretion.

10.4. Upon expiration or termination of the agreement or any trial period, Customer shall cease use of all Licensed Program(s), unless Customer has obtained (and fully paid for) a perpetual license. Customer shall immediately return or destroy the Licensed Program(s) and all copies thereof as well as any other confidential information in its possession as directed by metaphacts and, if requested by metaphacts, confirm in writing the fulfillment of this obligation.

11. Export

11.1. Customer acknowledges that the Licensed Program(s) provided hereunder may be subject to export control regulations in various countries, in particular, subject to German, EU and US law. Customer agrees not to export the Licensed Program(s) to countries or to individuals or legal entities, if this export is forbidden under the applicable export regulations. Furthermore, Customer is responsible for its compliance with all applicable export control provisions in connection with its use of the Licensed Program(s). In particular, Customer agrees that any Licensed Program(s) will not be exported (or re-exported from the country where it was first installed), directly or indirectly, separately or as part of a system, without Customer, at its own cost, first obtaining all necessary licenses and permissions from the responsible local agencies as may be required by law.

11.2. Customer acknowledges and agrees that it shall not use the Licensed Program(s) either directly or indirectly in the design, development,

production, stockpiling or use of missiles, or chemical, biological or nuclear weapons nor shall it use the Licensed Program(s) for facilities which are intended to produce such weapons, unless a validated export license is obtained from the responsible local agency as may be required by law.

12. General

12.1. Customer is not allowed to assign or transfer any contractual rights or duties to third parties - including any Affiliates of Customer - unless it has obtained the prior written consent of metaphacts. metaphacts may assign its contractual rights and duties (in whole or in part) to its Affiliates and third parties even without consent of Customer.

12.2. Modifications and amendments of the agreement and any notice of termination, notice of default, grace periods, and other statements affecting the agreement must be in writing to be effective (e-mail shall be sufficient). Any waiver of this mandatory written form requirement must be in writing.

12.3. In the event that circumstances beyond the control of either party arise, for instance, due to force majeure, strikes, lock-outs, failure and/or delay in the supply by third parties although a congruent hedging transaction has been concluded, that substantially impair the delivery or service or render it impossible for a certain period of time, the affected party has the right to postpone its performance for the period of the impairment and a reasonable period to resume its services. The parties shall promptly notify each other of the occurrence and end of such circumstances.

12.4. The agreement shall exclusively be governed by and construed in accordance with the laws of Germany. The conflict-of-law rules of International Private Law and the UN Convention on the International Sale of Goods (CISG) are excluded. The exclusive venue for all disputes arising out of or in connection with the agreement shall be the competent court in Mannheim, Germany. metaphacts may bring action against Customer before any other national or international court having competence.

12.5. If any provision of the agreement or the GTC is or should become invalid or if there are any gaps, the remaining provisions shall remain in full force and effect. The invalid or missing provision shall be replaced by such a valid provision that most closely reflects the economic and business intention of the parties at the time the agreement was concluded.

Effective as of Feb 1st 2018

â€f

EXHIBIT 1: LICENSE TERMS

1. Grant of License

1.1. If not agreed otherwise in the individual contract, metaphacts hereby grants to Customer for the term of the agreement a non-exclusive, non-transferable and non-assignable right and license to install and use the Licensed Program(s) (in executable code version only) on the agreed number and kind of Platform Instances for the benefit and internal business purposes of Customer and its Affiliates.

1.2. Customer may store, operate and use the Licensed Program(s) on the agreed and registered number and kind of Platform Instances and/ or for the agreed other license units or parameters (if applicable). If Customer is unable to operate the Licensed Program(s) on a registered Platform Instance due to equipment malfunction, the Licensed Program(s) may be transferred temporarily to another Platform Instance of Customer. The number and type of licenses granted to Customer are set forth in detail in the individual contract. Within the scope of the license granted, Customer has the right to make the necessary reproductions of the Licensed Program(s).

1.3. metaphacts retains any other rights, in particular, the right to distribute the Licensed Program(s) in any form and to make it publicly available. Sub-licensing, renting and other forms of making available the Licensed Program(s) to third parties, the use for software as a service, outsourcing or data center operations and any other use of the Licensed Program(s) by or on behalf of third parties, either with or without remuneration, require the prior written consent of metaphacts.

1.4. Customer is not allowed to translate, modify or rearrange the Licensed Program(s) beyond the legally mandatory scope - in particular, based on the statutory provisions contained in section 69d of the German Copyright Act (UrhG). The decompiling of the Licensed Program(s) in order to achieve interoperability of the Licensed Program(s) with other programs is only permissible within the scope of the mandatory provisions of section 69e of the German Copyright Act (UrhG), and only in case metaphacts fails to provide the necessary information and records within a reasonable period of time following a corresponding written request submitted by Customer.

1.5. If metaphacts, in its sole discretion, grants to Customer a license free of charge, the scope of the license is further restricted to certain acts and purposes:

* With regard to test installations and for the use of the Licensed Program(s) during a PoC phase or a trial period, Customer's rights to use

are restricted to such acts that serve the evaluation of the functionality of the Licensed Program(s) and the suitability for Customer's requirements and business purposes.

* Licenses granted to universities or other public research institutes are restricted to the use of the Licensed Program(s) for educational, academic and/ or research purposes.

* Licenses granted to (potential) distribution partners of metaphacts for marketing purposes are restricted to acts that serve the promotion and demonstration of the Licensed Program(s) to end customers or prospective end customers.

Customer may make one (1) copy of the Licensed Program(s) by installing it on its own hardware, as far as this is necessary for its proper usage. Any further use, in particular, the productive use or the preparation of the productive use are not permissible, the same applies to making further copies (including back-up copies), to the modification and decompiling of the Licensed Program(s). metaphacts may any time and in its sole discretion withdraw the rights granted on a free-of-charge basis.

1.6. Upon installation of a New Version of the Licensed Program(s) which is provided to Customer by way of subsequent performance (rectification of a Defect) or in the course of providing Support Services, the rights to use for the previous version of the Licensed Program(s) shall expire.

1.7. Any use of the Licensed Program(s) beyond the provisions set forth in the agreement and this Exhibit 1, requires the prior written consent from metaphacts. In the event that Licensed Program(s) are used without this consent, metaphacts may charge Customer for the additional use in accordance with the then-valid price list (including retroactively). metaphacts reserves the right to assert claims to damages. Customer shall notify metaphacts of any change affecting its right to use or the agreed remuneration (e.g., impending under-licensing) in advance.

2. Third Party and Open Source Components

2.1. In the absence of other agreements, third-party software and other third-party products (e.g., databases) that are provided by metaphacts to Customer together with its own supplies and/or services are subject to the contract and license terms and conditions of the relevant producers. In particular, these may include provisions on the grant of rights to use and on warranty and liability that deviate from the agreement. metaphacts shall notify Customer of the terms and conditions and license agreement of third-party producers at the time of contract conclusion. In the event of gaps in the terms and conditions for contracts and licenses provided by third parties, the terms and conditions of the agreement, in particular as set out in this Exhibit 1, shall apply in a supplementary manner.

2.2. The Licensed Program(s) may include one or more open source software components that are subject to their own license agreements and associated terms and conditions. Notwithstanding anything in the agreement to the contrary, each such component is licensed to Customer under the terms of the open source license agreement applicable thereto, which will be included or referenced in the license files, documentation or other materials provided to Customer.