



U.S. GENERAL TERMS AND CONDITIONS OF 2-CONTROLWARE INC.

Article 1. Definitions

- 1.1. 2-Controlware: shall mean 2-Controlware Inc., a Delaware corporation.
- 1.2. Agreement: shall mean the agreement between the Customer and 2-Controlware for the delivery of 2-Controlware Products.
- 1.3. Customers: shall mean any natural person or business entity with whom 2-Controlware and its employees deal in the course of its business, including 2-Controlware partners, resellers and end-users of the 2-Controlware Products
- 1.4. Error: shall mean any substantive failure of the Products which materially affects the functionality of the Products.
- 1.5. Party or Parties: shall mean 2-Controlware and Customer, individually or collectively.
- 1.6. Product: shall mean the 2-Controlware Dynamics-based and Cloud-based Products, including related documentation.
- 1.7. Service(s): shall mean the full assortment of 2-Controlware services, including but not limited to consulting, implementation and training services.
- 1.8. Terms and Conditions: shall mean these U.S. General Terms and Conditions of 2-Controlware Inc.

Article 2. Applicability

- 2.1. These Terms and Conditions apply to all offers of 2-Controlware and exclusively govern the relationship between 2-Controlware and Customers, and any Agreement or other agreements between 2-Controlware and Customers, and any subsequent amendment to any agreement of the Agreement. These Terms and Conditions shall be applicable even if 2-Controlware uses third parties to deliver Products.
- 2.2. No other terms and conditions shall be binding upon 2-Controlware unless accepted by it in writing. 2-Controlware expressly rejects any general terms and conditions used by Customer. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void and do not bind 2-Controlware.
- 2.3. 2-Controlware reserves the right to amend these Terms and Conditions at any time. New or amended general terms and conditions shall be applicable upon thirty (30) days notice to Customer.
- 2.4. In case of inconsistencies between the terms of an Agreement and those contained in these Terms and Conditions, those in the Agreement shall control.

Article 3. Offers and Acceptance

- 3.1. All offers of 2-Controlware are non-binding and may be revoked at any time, unless 2-Controlware stated otherwise in writing. Any amendments made by 2-Controlware in writing shall entail a new offer, automatically revoking the previous offer. Any amendments by Customer of a 2-Controlware offer will be deemed a new offer by Customer, which 2-Controlware may accept or reject in its sole discretion. Offers will only be deemed accepted by 2-Controlware if it does so in writing.
- 3.2. All information, data or undertakings provided verbally or in documentation, price lists or other material related to Products and/or Services, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included and confirmed in writing in the Agreement with 2-Controlware.
- 3.3. All offers are based on the information and documentation provided by Customer, and 2-Controlware may rely on the accuracy thereof. Customer warrants the accuracy, completeness and reliability of the information and documentation, even if it originates with or is acquired from third parties.
- 3.4. Customer hereby understands and accepts that all samples, drawings, figures, or any other specifications for Products and/or Services are estimates only, although 2-Controlware will use best efforts to ensure their accuracy.
- 3.5. 2-Controlware will only be obligated to deliver Products and Services explicitly listed in the Agreement. Customer may request additional functionality with regards to Products and Services not explicitly included in the Agreement, which 2-Controlware may accept or reject in its sole discretion. If 2-Controlware deems Customer's request feasible, it may issue a separate fee quote in writing. Only if

the Parties mutually have agreed in writing on all terms of the added functionality will the added functionality of the Products and/or Services become part of the Agreement.

Article 4. Prices and Taxes

- 4.1. Configurations and prices of Products and/or Services are subject to change at any time, and 2-Controlware shall at all times be entitled to modify price lists, brochures, printed matter, quotations and other documents. Prices set forth in the Agreement may be increased once per calendar year by a percentage equal to the average increase in the Producer Price Index ("PPI") as published by the federal Bureau of Labor Statistics. Additionally, no more than once per calendar year, 2-Controlware is entitled to increase prices beyond the aforementioned PPI upon four (4) months written notice. In the event of such price increase beyond the PPI, Customer has the right to terminate the Agreement with a notice period of two (2) months, failure of which Customer will have deemed to accept the price increase.
- 4.2. All prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on 2-Controlware or Customer by any taxing authority (other than taxes imposed on 2-Controlware's income), related to Customer's order, unless Customer has provided 2-Controlware with an appropriate resale or exemption certificate for the delivery location, which is the location where Products are used or Services are performed. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to 2-Controlware of delivering the Products and/or Services, whereby and to such an extent 2-Controlware is entitled to increase its prices accordingly and retro-actively.
- 4.3. The prices or fees quoted are in U.S. dollars, or in another currency if stated by 2-Controlware in writing. Customer shall bear any exchange rate risk, unless otherwise agreement in writing.
- 4.4. All Agreements for the delivery of Products and/or Services to Customer shall be treated as separate agreements.

Article 5. Payment

- 5.1. Customer agrees to pay, without the right to set-off any amount, all invoiced amounts within fourteen (14) days of the invoice date, unless stated otherwise in the Agreement or on the invoice. However, all amounts will be due immediately, in case Customer terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Customer under any federal, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Customer of its properties and/or interest for the benefit of creditors.
- 5.2. Where payment is not made within the terms set forth in this article, contractual interest shall be owed at a rate of 1.5% a month, or the highest rate allowed by law, if lower, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.
- 5.3. Payments made by Customer shall always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Customer specifies that the payment relates to another claim.
- 5.4. Customer shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged disturbance of, defect or Error in the Products and/or Services or on any other account whatsoever.
- 5.5. If 2-Controlware believes that Customer's financial position and/or payment performance justifies such action, 2-Controlware has the right to demand that Customer immediately furnish security in a form to be determined by 2-Controlware and/or make an advance payment. If Customer fails to furnish the desired security, 2-Controlware has the right without prejudice to its other rights, to immediately suspend the further execution of the Agreement, and that which Customer owes to 2-Controlware for whatever reason will become immediately due and payable.
- 5.6. Customer shall be liable for amounts which 2-Controlware incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

Article 6. Lead Times, Delivery and Implementation

- 6.1. 2-Controlware shall deliver the Products and/or Services in accordance with the Agreement on the basis of a best efforts obligation.

- 6.2. Delivery and/or development times and dates are merely estimates, as well as lead times or any other deadlines, and 2-Controlware cannot be held liable for any damages as a result of delay in delivery of the Products and/or Services. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Customer shall not be entitled to cancel or terminate the Agreement, or to claim any damages.
- 6.3. If any delivery period or lead time risks to be exceeded, 2-Controlware will inform Customer as soon as reasonably possible and the Parties will enter into consultations in order to determine a new delivery period.
- 6.4. 2-Controlware is entitled to engage the services of third parties for the performance of an Agreement. 2-Controlware is entitled to make partial deliveries.
- 6.5. In the case of any alleged shortage, errors, defects or non-conformance with the Agreement, Customer shall allow 2-Controlware a reasonable term of no less than six (6) business days to investigate the alleged defect.
- 6.6. Notwithstanding the above, 2-Controlware will have no obligation to replace or re-perform any Products or Services if the Customer has not fully met its obligations under the Agreement and/or these Terms and Conditions.
- 6.7. THE SOLE AND EXCLUSIVE REMEDY FOR ALLEGEDLY DEFECTIVE PRODUCTS OR SERVICES IS THE REPLACEMENT OR RE-PERFORMANCE OF SUCH PRODUCTS OR SERVICES, AT NO COSTS FOR CUSTOMER.

Article 7. Product and Services Developments and Modifications

- 7.1. Customer is aware of and accepts the fact that the Products and and/or Services are at all times subject to development and modifications without prior notice. 2-Controlware is entitled to modify the Products and/or Services, to add new functionality or to change functionality, for the purpose of a more efficient, effective, attractive or otherwise economically responsible operation of the Products and/or Services.
- 7.2. If 2-Controlware determines that the Products and/or Services require modifications, Customer may be required to execute an additional or amended Agreement upon written notice by 2-Controlware. Such additional or amended Agreement will be deemed accepted by Customer, unless Customer rejects in writing the additional or amended Agreement within four (4) weeks of the 2-Controlware's written notice.
- 7.3. If Customer rejects the additional or amended Agreement referred to in Section 7.2 above, 2-Controlware is entitled to terminate the agreement with immediate effect, without any liability.

Article 8. Intellectual Property Ownership, Right of Use and Escrow

- 8.1. All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, tools, documentations, etc., in relation to the Products and/or Services, including modifications thereto, delivered and/or used by 2-Controlware, are owned by 2-Controlware or its licensor(s). No transfer or other grant of rights is given to Customer, unless explicitly stated in writing. This applies even if Products and/or Services have been specifically designed, developed or complied for Customer.
- 8.2. Unless otherwise agreed, Customer only obtains the rights of use that are expressly stated in these Terms and Conditions and the Agreement, or that are stated in a separate license agreement(s) with (third-party) supplier(s).
- 8.3. If and to the extent that not all intellectual property rights relating to the Products and/or Services belong to 2-Controlware, but to a third-party supplier, Customer accepts and agrees to enter into a separate license agreement with such third-party suppliers. The Customer acknowledges and agrees to be bound by all license terms and conditions of third-party providers.
- 8.4. In accordance with the provisions and restrictions of these Terms and Conditions and the Agreement, 2-Controlware hereby grants to Customer an immediately revocable, non-exclusive, non-transferable license to use the Products and/or Services for security and control and/or audit services purposes, as set forth in more detail in the Agreement. 2-Controlware may impose further conditions in the Agreement with regard to the scope of the right of use, such as maximizing the number of users, etc. Use of Products or Services documentation also implies copying this documentation for Customer's own employees or users, as well as the authority to create Customer company-specific documentation.
- 8.5. If and as far as the software is given for use by the recipient to end users, who are not employees of the recipient – the latter in accordance with the purpose as agreed – then the end user license agreement as shown on the display to end users, is valid between end user and 2-Controlware Inc. (the "EULA").

- 8.6. Unless otherwise agreed in writing by the Parties, Customer is not permitted to make any modifications to the Products and/or Services, nor allow or enable any third parties to do so. Customer may not, nor may enable and/or allow third parties to copy, translate, or reverse engineer any Products and/or Services.
- 8.7. Customer may not sell, lease, make available, (sub)license, encumber or otherwise transfer the Products and/or Services and/or other works created or supplied by 2-Controlware, to third-parties. Customer is not permitted to give access and/or a right of use to the Products and/or Services and/or other works supplied by 2-Controlware to third-parties (including hosting software elsewhere than at 2-Controlware) unless the Customer has received prior written permission from 2-Controlware.
- 8.8. 2-Controlware, in its sole discretion, may implement technical measures aimed at protecting the Products and/or Services, and Customer is prohibited from attempting to remove or circumvent such protections.
- 8.9. Customer shall not be permitted to affix any other trademark to the Products and/or Services, or to remove any copyright, trademark or other proprietary rights notices on same, or to use the relevant mark in any other way, or to register it in Customer's own name, and specifically Customer shall not be permitted to register any copyright or patent involving, based upon, or for any of the Products and/or Services.
- 8.10. Customer shall lend its full cooperation to any investigation to be conducted by or on behalf of 2-Controlware in relation to Customer's compliance with the agreed restrictions of use and at first request of 2-Controlware, Customer shall grant 2-Controlware or its representatives access to Customer's buildings and systems.
- 8.11. At the request of Customer and at Customer's costs and expense, the Parties may enter into a mutually acceptable source code escrow agreement with an independent third-party escrow agent.

Article 9. Customer's Cooperation and Obligations

- 9.1. Customer understands that the delivery of Products and/or Services shall be done by 2-Controlware based on details, information, specifications and requirements supplied by the Customer, and 2-Controlware shall rely thereon, and Customer shall guarantee that they are accurate and comprehensive.
- 9.2. Customer agrees and warrants that all of its users agree as well, not to: (i) copy, modify, translate, or reverse engineer any portion of the Products and/or Services; (ii) use any robot, spider, other automated device, or manual process to monitor or copy the Products and/or Services, or parts thereof; (iii) reformat or frame any portion of the Products and/or Services; (iv) interfere with the access of any other users of the Products and/or Services to it; (v) transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature through the Products and/or Services; (vi) use the Products and/or Services to violate the security of any computer network, crack passwords or security encryption codes; or (vii) use any device, software or routine that interferes with the proper working of the Products and/or Services.
- 9.3. When requested by 2-Controlware, Customer shall provide all cooperation and information that 2-Controlware may reasonably request to fulfill any of its obligations towards Customer.
- 9.4. Customer will be liable for any delays or extra work caused by Customer's omissions or lack of cooperation as requested by 2-Controlware.

Article 10. Confidential Information

- 10.1. Confidential Information means (i) the existence and terms of any agreement between the Parties and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party; or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.

- 10.2. Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other Party shall not sell, copy and/or distribute in any way Confidential Information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion.
- 10.3. Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.
- 10.4. Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all Confidential Information received from the disclosing Party or destroy such Confidential Information, if the disclosing Party so requests.

Article 11. Duration, Termination and Suspension of Performance

- 11.1. The duration of the Agreement for a recurring, subscription or periodic Products and/or Services is one (1) year, unless otherwise agreed in writing by the Parties. Such an Agreement shall automatically renew for subsequent one (1) year periods unless one Party notifies the other Party in writing, with a notification period of three (3) months before the expiration date of the initial or extended period, that it will terminate the Agreement per the renewal date.
- 11.2. Any Agreement for a certain project will end after completion of such project.
- 11.3. Customer cannot terminate the Agreement for convenience, exception in accordance with the provisions above.
- 11.4. If Customer believes that 2-Controlware has failed to perform under the Agreement, it must notify 2-Controlware in writing and allow two (2) weeks for 2-Controlware to cure the alleged failed performance.
- 11.5. If Customer fails to make payment of any amount due on the due date or Customer otherwise fails to perform its obligations under the Agreement or these Terms and Conditions, or if 2-Controlware reasonably expects that Customer will not fulfill its obligations, 2-Controlware may in its sole and absolute discretion suspend performance under its Agreement with Customer and/or terminate the Agreement (in whole or part), with immediate effect, without being liable for any damages to Customer.
- 11.6. Notwithstanding the above and without any obligation to return any service fee or prepaid expenses, 2-Controlware may terminate its relationship with Customer, or may terminate or suspend 2-Controlware's delivery of Products and/or Services at any time, or terminate or suspend Customer's use of the Products and/or Services at any time: (i) if Customer is in breach of these Terms and Conditions and/or the Agreement; (ii) if 2-Controlware reasonably suspects that Customer is using Products and/or Services to breach the law or infringe third party rights; (iii) if 2-Controlware reasonably suspects that Customer is trying to unfairly exploit or misuse the complaint policy, or any of 2-Controlware's policies; (iv) if 2-Controlware reasonably suspects that Customer is using Products and/or Services fraudulently, or that Products and/or Services provided to Customer are being used by a third party fraudulently; (v) for a force majeure event that continues for more than ninety (90) days upon notice; (vi) if Customer fails to pay any amounts due to 2-Controlware; (vii) if required due to change in laws/regulation by a regulator or authority with a lawful mandate; (viii) in respect to a particular 2-Controlware Product and/or Service, upon thirty (30) days' notice if 2-Controlware decides to cease offering that Product and/or Service; (ix) the bankruptcy of the Customer has been applied for; (x) an attachment is levied on the goods of Customer; (xi) Customer is liquidated or discontinued; (xii) if there are major changes in ownership or control at Customer or 2-Controlware, including in case of a company sale or merger; (xiii) if 2-Controlware suffers reputational damage as a result of the cooperation with the Customer, or if continuing cooperation with Customer may lead to reputational damage of 2-Controlware; and/or (xiv) Customer is in violation of any applicable laws or regulations.
- 11.7. Upon suspension and/or termination, all invoiced sums will become immediately due and payable.
- 11.8. Termination of this Agreement will not entitle Customer to any damages or termination fee by reason of the expiration or termination of the Agreement. Additionally, termination of the Agreement will not entitle Customer to any refunds of fees paid.

Article 12. Warranty

- 12.1. Except as set forth explicitly in these Terms and Conditions or the Agreement, 2-Controlware does not guarantee that the Products and/or Services will meet all requirements of Customer, or that the Products

and/or Services will work in combinations with other products, software or services that Customer may choose to use, nor does 2-Controlware guarantee that the use of the Products and/or Services will be uninterrupted or error-free, or that all errors will or can be cured.

- 12.2. The warranty hereunder is only valid provided that Customer is not in breach of the Agreement or these Terms and Conditions.
- 12.3. The 2-Controlware warranty does not apply to third-party software, products or services, even if those are part of 2-Controlware deliverables.
- 12.4. 2-Controlware warrants its Products and/or Services will be performed with professional care and competence and will not contain Errors for a period of three months after delivery / first performance of the Products and/or Services, during which time it will use its best efforts to cure any Errors. However, any such problems encountered in the use of the Products and/or Services as arise out of user errors or inexpert use on the part of Customer, or out of any other causes that are not attributable to 2-Controlware, shall be for Customer's risk and account.
- 12.5. At its sole discretion, in case of Errors covered by warranty, 2-Controlware will, at its discretion, either re-perform the Products and/or Services containing the Error, or refund the fees paid for such Products and/or Services, which will be the exclusive and sole remedy in case of any Errors.
- 12.6. The warranties hereunder do not cover faults or damages arising from faulty, careless, improper, or unauthorized use or misuse of Products and/or Services, or a failure caused by a product or service for which 2-Controlware is not responsible. Additionally, the warranties hereunder do not cover Products and/or Services that were provided free of charge on an "as is" basis.
- 12.7. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 2-CONTROLWARE, ITS LICENSORS, THIRD PARTY SUPPLIERS, AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE 2-CONTROLWARE PRODUCTS AND/OR SERVICES WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM 2-CONTROLWARE OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.
- 12.8. THE PRODUCTS AND SERVICES AND 2-CONTROLWARE'S WEBSITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, SERVICES, AND INFORMATION AVAILABLE ON OR ACCESSED BY MEANS THEREOF, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, 2-CONTROLWARE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR (1) THE CURRENCY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE BY MEANS OF THE PRODUCTS AND/OR SERVICES, (2) FOR ANY INFORMATION PROVIDED BY THIRD PARTIES AND ACCESSIBLE ON OR THROUGH THE PRODUCTS AND/OR SERVICES, (3) FOR ANY "VIRUSES" OR MALICIOUS COMPUTER CODE TRANSMITTED ON OR THROUGH THE PRODUCTS AND/OR SERVICES, (4) FOR ANY BREACH OF SECURITY OR UNAUTHORIZED ACCESS TO THE PRODUCTS AND/OR SERVICES OR CUSTOMER INFORMATION. 2-CONTROLWARE FURTHER DOES NOT REPRESENT OR WARRANT THAT THE 2-CONTROLWARE PRODUCTS AND/OR SERVICES WILL ALWAYS BE SECURE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE, ERROR-FREE OR FREE FROM VIRUSES. NOR DOES 2-CONTROLWARE WARRANT ANY QUALITY OF THE PRODUCTS AND/OR SERVICES. 2-CONTROLWARE IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER OF THE PRODUCTS AND/OR SERVICES.

Article 13. Liability, Limitation of Damages and Indemnification

- 13.1. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ALL ACTIVITIES CONDUCTED THROUGH 2-CONTROLWARE'S PRODUCTS AND/OR SERVICES BY CUSTOMER'S USERS, EVEN IF SUCH ACTIVITIES WERE TO OCCUR WITHOUT CUSTOMER'S PERMISSION. 2-CONTROLWARE DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE ACTS AND OMISSIONS OF CUSTOMER'S USERS THROUGH 2-CONTROLWARE'S PRODUCTS AND/OR SERVICES. NEITHER 2-CONTROLWARE NOR ITS OFFICERS OR EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING OR RELATING TO ALL SUCH ACTS AND OMISSIONS.
- 13.2. IN NO EVENT SHALL 2-CONTROLWARE, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL

OR ANTICIPATED), LOSS OF OR CORRUPTION TO DATA, INTERRUPTION OF BUSINESS, OR DAMAGE RELATED TO THE INVOLVEMENT OF THE THIRD-PARTY SUPPLIERS THAT HAVE BEEN REQUESTED BY THE CUSTOMER TO ENGAGE, AND DAMAGE RELATED TO THE (ADDITIONAL) DEPLOYMENT OF PERSONNEL OF CUSTOMER.

- 13.3. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, 2-CONTROLWARE'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE TOTAL PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES IN CONNECTION TO WHICH THE DAMAGING EVENT OCCURRED, OR IF THE AGREEMENT IS A CONTINUING PERFORMANCE AGREEMENT, LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO 2-CONTROLWARE, EXCLUDING SALES TAX, DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.
- 13.4. THE LIMITATIONS ON 2-CONTROLWARE'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT 2-CONTROLWARE, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

Article 14. Indemnification

- 14.1. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD 2-CONTROLWARE, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY USE OF THE 2-CONTROLWARE PRODUCTS, AND/OR SERVICES OR BREACH OF THE AGREEMENT BY CUSTOMER OR ITS USERS, UNLESS SUCH CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS RESULT FROM 2-CONTROLWARE'S BREACH OF THE AGREEMENT, GROSS NEGLIGENCE OR WILFULL MISCONDUCT.
- 14.2. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS 2-CONTROLWARE AGAINST CLAIMS BY THIRD PARTIES, OF WHATSOEVER NATURE IN RELATION TO ANY VIOLATION OF ANY REGULATIONS RELATED TO THE PROTECTION OR PRIVACY AND PROCESSING OF PERSONAL INFORMATION IN RELATION TO THE PRODUCTS AND/OR THE SERVICES.

Article 15. Non-solicitation

Customer agrees and covenants not to directly or indirectly solicit, hire, or recruit for its own benefit or the benefit of any other person, or so attempt to solicit, hire, or recruit, any employee of 2-Controlware, or induce any such employee to terminate their employment with 2-Controlware during the term of the Agreement and for one (1) year thereafter ("Restricted Period").

Article 16. Severability

If any provision of these Terms and Conditions, the Agreement or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

Article 17. Force Majeure

2-Controlware will not be liable for any delay in performing or failure to perform any of its obligations under these Terms and Conditions or the Agreement caused by events beyond its reasonable control, including including strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic or pandemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power. 2-Controlware will notify Customer promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage. If a force majeure event continues more than ninety (90) days, either Party can terminate the agreement in writing without liability.

Article 18. Assignment

Customer is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void. 2-Controlware



is permitted at its sole discretion to assign the Agreement or any rights or obligations hereunder to any third party, without giving prior notice.

Article 19. Entire Agreement

The Agreement and these Terms and Conditions contain the entire agreement between 2-Controlware and Customer regarding Customer's purchase of the Products and/or Services, and supersedes and replaces any previous communications, representations or agreements, or Customer's additional or inconsistent terms, whether oral or written.

Article 20. No Waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If 2-Controlware waives a breach of any provision of these Terms and Conditions or the Agreement, this shall not operate as a waiver of a subsequent breach or that provision or as a waiver of a breach of any other provision.

Article 21. No Beneficiaries

Any agreement between the Parties is for the sole benefit of the Parties thereto and, except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than the Parties thereto, any legal or equitable rights thereunder.

Article 22. No Partnership

Nothing contained in any agreement between the Parties shall be read or construed so as to constitute the relationship of principal and agent or of partnership between the Parties. Neither of the Parties may pledge or purport to pledge the credit of the other Party or make or purport to make any representations, warranties, or undertakings for the other Party.

Article 23. Injunctive Relief

Customer acknowledges that 2-Controlware shall suffer irreparable injury in case of breach of the obligations under Articles 8 and 10. Accordingly, in the event of such breach, Customer acknowledges that 2-Controlware will be entitled to injunctive relief in any state or federal court of competent jurisdiction within the State of New York. Customer further submits to the personal jurisdiction of such courts for the purposes of any such action.

Article 24. Governing Law and Arbitration

Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms and Conditions or the relationship of the Parties shall be finally and bindingly resolved under the Commercial Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction. ANY CAUSE OF ACTION AGAINST 2-CONTROLWARE, REGARDLESS OF WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.