

General Terms and Conditions of Business

1. Fundamentals

(1) These General Terms and Conditions of Business (TCs) shall apply to all legal transactions of Lablicate GmbH, Martin-Luther-King-Platz 6, 20146 Hamburg (hereinafter: "Lablicate") by the user (hereinafter: "User") within the country and abroad.

(2) All contractual arrangements have the following order of priority:

- a) Individually negotiated agreements;
- b) Special terms and conditions of contract;
- c) These General Terms and Conditions of Business;
- d) Legal regulations.

In the event of objections, the previously mentioned arrangements shall always prevail over the subsequently mentioned ones. Gaps are filled by the next lower provisions. In this connection, the TCs of Lablicate shall apply on an exclusive basis. They shall also be applied to all future business relations, although they may not have been expressly agreed upon again. Counter-confirmations or general terms and conditions of business of contract partners are hereby expressly rejected. This shall also apply if the submission or acceptance of offers by contract partners is made with reference to the prevailing application of the own general terms and conditions of business.

2. Subject Matter of Contract / Software

(1) Lablicate provides the User with the access to its online and offline services (hereinafter: "the Services") or to some of those Services, respectively. The Services are also performed by providing software (hereinafter: "Application Software"), which in case of some Services is made online, and in case of others offline, and partially both online and offline; accordingly, the User can retrieve the Services via the internet on his/her browser or via the installation on his/her local computer, respectively. The product description for the Services and the Application Software (particularly whether the Services are provided online or offline) is available on the website of Lablicate at www.lablicate.com or as separate documentation provided to the User by Lablicate, if applicable.

(2) Lablicate provides the use of the Services to the User. In the event of online Services, the Application Software remains on Lablicate's server. Lablicate is not required to establish and maintain the data connection between the User's IT system and the handover point operated by Lablicate.

(3) Apart from release changes, Lablicate may modify the Application Software in accordance with the technical opportunities and use it in the most up-to-date version as offered by the manufacturer, provided that the User can be reasonably expected to accept the modification of the software taking into consideration the User's interests. Lablicate will inform the User of any modification of the used software not later than six weeks prior to the date of change. The User, however, is not entitled to claim the use of a newer version.

(4) The User may access the Application Software provided for his/her use only from the ordered number of workplaces concurrently.

3. Data Storage and Data Transfer

(1) The User has the opportunity to deposit data on the data server installed for the User by Lablicate, which he/she can access in connection with the use of the provided Application Software. Lablicate is only responsible for providing the memory space for the User's use. Lablicate is under no obligation of preservation or safeguarding in relation to the data transferred and processed by the User. The User is responsible for observing the retention periods defined by commercial law and tax law.

(2) In the event of transfer of the data from a database of the User, the User shall give Lablicate the information about the database management system required for the transfer, including test data, not later than four weeks prior to the envisaged transfer of the data. Then, Lablicate will support the User, if requested, in transferring the data for the fees shown in the price list applicable on the contract signing date.

4. Processing of Personal Data

If the User processes personal data under this contractual relationship, the User shall be responsible for complying with the data protection regulations. Lablicate will process the data transferred by the User only in accordance with the User's instructions. If Lablicate is of the opinion that an instruction of the User is in breach of the data protection regulations, Lablicate will inform the User thereof without delay.

5. Return of Data

Lablicate will delete existing User data 14 days after the end of contract. There is no entitlement to the return of any data. It is the User's sole responsibility to back up the data when the contractual relationship ends.

6. Access Permissions

For each workplace he/she uses, the User receives one access permission consisting of a user identification and a password. The User may disclose the user ID and the password only to users who received the User's authorisation and shall keep them secret apart from that.

7. Cooperation Performance of the User

The use of the Services of Lablicate as contractually agreed depends on the circumstance that the hardware and software used by the User, including workstation computers, routers, data communications equipment, etc. meet the technical minimum requirements for the use of the currently offered software version and that the users authorised by the User to use the Application Software are familiar with the operation of the software. The User is responsible for the configuration of his/her IT system.

8. Rights

(1) The User grants the right to Lablicate to reproduce the data to be stored for the User to the extent as required for the performance of the services due under this contract. Lablicate also has the right to have the data available in a breakdown computing centre. To remove malfunctions, Lablicate has the additional right to change the structure of the data or the data format.

(2) After the full payment of the due fee, the User is granted a simple right of use with time limitation to the Services and the Application Software. It is expressly set forth that no right of sale and no right of exploitation is covered by the foregoing.

9. Fee

(1) The User shall pay the fees resulting from the price list applicable on the contract signing date for the Services he/she selected, provided that in the price list the Services the User selected are defined as subject to fee payment.

(2) Lablicate may inform the User of an increase of the fees not later than 8 weeks prior to the beginning of the envisaged increase. The increase of the prices shall be deemed accepted if the customer does not terminate in writing within 4 weeks of the date of the increase notification.

10. Term of Contract

(1) Initially, the contract is made for a fixed term of one year calculated from the date of registration. After the lapse of this period, the contract is continued without time limit, unless terminated with six weeks' notice effective as of the lapse of the agreed fixed period or subsequently by the end of any calendar quarter.

(2) The right to terminate for good cause shall not be affected.

(3) Any termination must be in text form (as defined in the German Civil Code).

11. Liability for Defects

(1) If the Services performed by Lablicate are defective due to the fact that their suitability for the use as contractually agreed is disrupted to more than just an insignificant extent, Lablicate is liable for material defects and defects of title in accordance with the legal regulations. Lablicate is liable for software defects existing already at the time of providing the software to the User only if Lablicate is responsible for such defects.

(2) The User shall report defects to Lablicate without delay.

(3) Lablicate performs the Services with an overall availability of 98.5%. The availability is calculated on the basis of the time allocable to the respective calendar month within the contract term less maintenance times. Lablicate has the right to carry out maintenance work upon prior notice for a total of five hours per month. During that time, the contractual services

are not available. Lablicate points out that, as a rule, no backup of the deposited data will be made, the backup of the deposited data and contents being the sole responsibility of the customer.

12. Measure of Liability and Limitation of Liability

Lablicate is liable for intent and gross negligence based on the legal regulations. Lablicate is liable for slight negligence only in case of breach of a material contractual duty as well as of injuries with lethal consequences or resulting in physical disability or damage to health. In this connection, Lablicate is liable only for foreseeable damages that can be expected as typically occurring.

13. Modification of the TCs

Unless specifically provided otherwise already, Lablicate has the right to modify or amend these TCs as follows. Lablicate will inform the User in text form of the upcoming modifications or amendments not later than six weeks prior to their effective date. If the User does not agree to the modifications of or amendments to the terms and conditions of contract, the User may object to the modifications with one week's notice prior to the envisaged effective date of their introduction. The objection must be made in text form. If the User does not raise any objection, the modifications of or amendments to the terms and conditions of contract shall be deemed accepted by the User. In the notice of the modifications of or amendments to the terms and conditions of contract, Lablicate will particularly draw the User's attention to the defined significance of his/her acting.

14. General Provisions

All business relations of Lablicate shall be governed by the law of the Federal Republic of Germany on an exclusive basis. U.N. Sales Law is expressly excluded.

Place of performance for deliveries and services shall be the place of business of Lablicate. To the extent as legally permitted, the exclusive venue of court shall be Hamburg. Lablicate has the right to opt for asserting own claims at the venue of court with jurisdiction over the place of business of Lablicate's customer.

15. Mediation Clause

The parties will endeavour to solve all issues occurring during the performance of this contract in an amicable manner by way of negotiations. If the parties do not succeed in settling their divergences within 60 days of the request to start negotiations, the parties will conduct mediation proceedings based on the rules of procedure of the Gesellschaft für Wirtschaftsmediation und Konfliktmanagement e.V. (gwmk/Economic Mediation and Conflict Management Society). The same applies if the negotiations have not been initiated within 30 days of the receipt of the request. This agreement does not prevent any of the parties from conducting summary court proceedings, particularly, but not limited to obtaining an attachment order or a temporary injunction.