

General

HR Management for Microsoft Dynamics 365, HR Power Extensions, Time and Attendance for Microsoft Dynamics 365, as well as Dynamics HR Management are software products of Hubdrive GmbH, Beethovenstrasse 5, 97080 Würzburg, Germany (hereafter Hubdrive). All further reference to these software products are defined as further trademark or products of Hubdrive GmbH. Human365 GmbH, Beethovenstrasse 5, 97080 Würzburg, Germany (hereafter Human365) as an own legal entity is acting as reseller for these products and as service provider for implementation services regarding the Hubdrive products.

Human365 renders its services and delivers its products solely (only) on the basis of these terms & conditions. Any additional terms & conditions or general purchasing terms of the contracting party are hereby rejected. Handwritten annotations on the order form are invalid. Offers have a validity period of 1 month after delivery, if not a deviant validity period is mentioned on the offer.

If any provision or provisions of this contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the place of the invalid or unenforceable provision, a reasonable provision shall apply which insofar as legally possible comes closest to fulfilling the original intention of the parties to the contract had they considered this point upon conclusion of the contract. The preceding provisions apply accordingly in the case that the contract is incomplete.

1 Terms & Conditions for Hubdrive Software Licenses

1.1 General

The solutions of Hubdrive are compatible to each other and can be used at once in a system. The minimum order quantity is three licenses, also for reorders and upgrades.

1.1.1 Warranty

The warranty period for Hubdrive software is 6 months. Errors in programs of third parties that Hubdrive did not develop but Human365 has simply installed or adapted shall not be covered by Human365 warranty. Costs for eliminating such errors, for example through service packs or hotfixes of the individual manufacturers, will be billed according to Human365 price list. Human365 cannot ensure that the corresponding manufacturers offer bug fixes.

1.1.2 Billing, Payment and Shipment

Payments made by the client are always accounted against the earliest open demands. E-mails and fax messages of Human365 are considered as written documents. All prices shall be net prices to be paid at once, plus the legal value added tax.

The following invoicing regulations and payment terms shall apply, according to the country of the customer and the license type.

1.1.2.1 Purchased software licenses

- Invoicing is done immediately after order reception, with net due upon receipt of invoice.
- The customer can request to receive a trial license (valid for 14 days).
- Delivery of permanent licenses is done after order reception. Re-installing the software is not required.

1.1.2.2 Software license subscriptions

- Payments are withdrawn monthly or for multiple months in advance.
- The first installment is due immediately after order reception.
- The customer receives, upon request, a temporary license (valid for 14 days).
- Once the first recorded installment is received, the customer is issued a license valid for 3 months. Re-installing the software is not required.
- In case that multiple months are paid in advance, the customer will receive a valid license for the full prepaid period after receipt of payment
- Provided that all monthly payments are received, the customer will receive a new license in 3-month intervals. Re-installing the software is not required.
- In the case of reorders with advance payment for multiple months, Human365 may decide to harmonize the billing with the Customer's existing billing cycles and to charge any shorter period as an advance payment.

1.1.3 Prices

To give customers planning reliability, Human365 increases all license prices annually from July 1, in the amount of the

- EU-27 inflation rate of March in the respecting year plus rounding up to maximum 0.5% for EUR-prices or
- US consumer price index of March in the respecting year plus rounding up to maximum 0.5% for USD-prices.

Regarding reorders, the adjustment also relates to the entire volume of subscriptions or current maintenance contracts.

1.1.4 Available Payment Methods

Area	Currency	Subscription *	Purchase
EU incl. Switzerland	EUR	Mastercard, VISA, If Amount >10,000: Bank transfer	Bank transfer, Mastercard, VISA,
USA and Rest of World	USD	Mastercard, VISA, If Amount >10,000: Bank transfer	Mastercard, VISA, If Amount >10,000: Bank transfer

*) Annual prepaid Subscriptions can also always be paid by Bank transfer, regardless of the invoiced amount.

International bank transfer payments shall be made as OUR bank transfers, i.e. the payer assumes all bank fees.

1.1.5 Liability

Human365 is liable for damage caused as follows:

- For culpable damage caused to the customer's life and limb and health
- If Human365, its representatives, or agent are found to be culpable of intent or gross negligence
- For claims under the product liability law, in so far as they are related to business customers
- Any other legally binding statutory claims.

This limited liability is final. It is applicable to all claims for damages, regardless of their legal bases, particularly with regard to pre-contractual or auxiliary contractual claims.

In no case will the liability exceed the purchase price of the software or the value of Human365 liability insurance.

In the event Human365 is found to be culpable for the loss of data, the liability is limited to the expenses for the copying of the back-up copies and for the reconstruction of data which would be lost also in case of regularly back-ups. The customer shall be responsible for making back-up copies. The customer is obliged to make back-up copies of their data at least once a day. Failure to comply with this obligation is deemed to be contributory negligence.

1.1.6 Infringement of Third-Party Rights

Human365 warrants that the Hubdrive software products do not infringe any third-party intellectual property rights.

1.1.7 Reference

The customer grants Hubdrive the right for mentioning the customer's company name and company logo for marketing purposes.

1.1.8 Reference Agreement

The customer agrees to become a Hubdrive reference customer if he is satisfied with the software.

A reference begins with a customer satisfaction call. A customer satisfaction quote may be published on the Hubdrive website along with the customer's company name and logo. The content is subject to one-time approval by the customer prior to publication.

Furthermore, Hubdrive may create a reference story (also known as testimonial) with the customer, and publish it through Hubdrive marketing channels. This is also subject to one-time approval by the customer before publication.

In individual cases, provided the customer explicitly agrees, other Hubdrive prospects can additionally contact the customer. Such calls are notified and planned between Hubdrive and the customer.

1.1.9 Confidentiality and Data Protection

The parties of the contract mutually agree to treat all information and documentation as well as materials (in particular software and stored data) with no expiration as confidential or secret, as long and to the extent that it is not proven public knowledge. Such confidential information, which is characterized by a contractor as confidential or secret, must also be treated as a business or trade secret. Also, the contractual parties guarantee that all their employees, representatives, or agents that they engage to fulfill this contract shall treat such information as confidential.

Excluded by this regulation is the legitimate request for information by official agencies, such as supervisory authorities, law enforcement agencies or courts.

In accordance with this contract, Human365 will process relevant personal data in strict accordance with the European General Data Protection Regulation.

The regulations in this paragraph shall remain valid even after the expiration of this contract.

1.1.10 Provisioning of anonymous usage data

In order to continuously improve product quality and to proactively provide technical support, Hubdrive software products collect anonymous usage data which is periodically transmitted to Hubdrive for analysis purposes. Hubdrive guarantees that this data does not contain any personal information.

1.1.11 Performance and Jurisdiction

The legal relationships between the parties are arising out of, or in connection with this contract, shall be governed by the laws of the Federal Republic of Germany. The laws of the Federal Republic of Germany are exclusively applicable, excluding the reference rules of Private International Law and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Place of performance and jurisdiction respectively is Würzburg, Germany.

1.1.12 Modifications and Supplementary Agreements

Amendments to this agreement must be made in writing. Verbal agreements are not seen as valid.

1.2 Software Solutions

1.2.1 Requirements for Operation

For operating Hubdrive Solutions, a fully functional Microsoft Dynamics 365 (CRM) Cloud system from version 9.2 as well as minimum one user license with full access rights is required. This Microsoft Dynamics 365 user license is used for Hubdrive Solutions to perform functions and operations. It can be used contemporaneously by customers for other purposes.

In addition, a Microsoft 365 license is required for the automatic sending of designed HTML notifications. This license can also be used in parallel by the end-customer for other purposes.

If the customer wants to use Microsoft Dynamics 365 Team Member licenses for accessing the Microsoft Dynamics Platform, an additional Microsoft Customer Service Enterprise license is required to grant the access to the users. Additionally, the 15 customer individual data tables (entities) that are provided by Microsoft within the Customer Service App must still be available and not already been used by other functions or individual adjustments in the customer system.

1.2.2 Licensing

Hubdrive software solutions shall be licensed per user within one Microsoft Dynamics 365 instance. The number of users using the particular functions either in part or in whole is relevant.

There are different roles available for licenses. The scope is listed in the product description.

The number of users to be licensed can be less than the total amount of Microsoft Dynamics 365 Users.

1.2.3 Activation

Hubdrive software solutions are protected by software activation. The customer shall receive the software together with an activation key which enables running the software on one Microsoft Dynamics 365 instance only.

If the customer would like to use the software in another environment, Human365 will provide the customer with a new activation key based on the condition that the previous installation is deactivated. The changeover is charged as an additional fee.

1.2.4 Documentation

The customer is entitled to user documentation and an installation manual, both in electronic formats. Both can be accessed by the customer within the Hubdrive eLearning Portal. The functionality of the software solutions is defined by the user documentation.

When a new rollup update of Hubdrive is released, updated documentation will be available in the portal within 3 months after the final rollup update version is available.

1.3 Purchase of Software Solutions

The following conditions apply, if the customer purchase the Hubdrive software solutions.

1.3.1 Delivery of Software

Human365 shall provide the customer with the software as compiled code. The software installer packages have to be downloaded on the customer portal.

1.3.2 Right of Use

For payment of the specified license fee, Human365 grants the customer a non-exclusive and non-transferable, perpetual license to use the ordered software components as quoted before. Human365 has been authorized by Hubdrive to do so.

Any usage which makes the license available to third parties as a part of hosting, renting, or leasing is prohibited.

The customer is entitled to the extent necessary to make backup copies and copies of user documentation for internal use.

The customer is obliged to protect the software and all documentation against unauthorized copying.

1.3.3 Temporary Test- and Development Systems

End-customers that purchased a perpetual license are entitled to receive one-off licenses for development and test systems.

The following conditions apply:

- Temporary test and development licenses are provided for maximum 3 months after the purchase date.
- These temporary licenses are free of charge, the maintenance cost is also dropped.
- The number of test and development system user licenses must not exceed 5% of the total number of the purchased license. The number of licenses will be rounded up, i.e. if the 5% equals to an entitlement of 4.5 licenses, Hubdrive will issue 5 licenses.
- Within the temporary development and test license, Hubdrive will issue as many Staff licenses free of charge, as the purchased license contains user licenses and staff licenses altogether.
- The Organization Unique Name and Display Name must clearly state a name that the system is used for testing or development purposes.

1.3.4 Permanent Test- and Development Systems

If Test- and Development Systems are needed for a longer time period, permanent test- and development licenses can be purchased under the following conditions:

- An active maintenance contract has to be available for the production system.
- For the test- and development systems, only costs for user licenses apply; maintenance cost are dropped.
- For the test- and development systems, there is no minimum license order quantity.
- User licenses have to be purchased for each non-productive system.
- The Organization Unique Name and Display Name must clearly state a name that the system is used for testing or development purposes.
- Within the development and test license, Hubdrive will issue as many Staff licenses free of charge, as the production system license contains user licenses and staff licenses altogether.

1.4 Subscribing to Software Solutions

The following conditions apply, if the customer subscribes to the Hubdrive software solutions.

1.4.1 Provisioning

For the period of the subscription, Human365 shall provide the customer with the software as compiled code.

There must always be a minimum of at least 3 license subscriptions.

1.4.2 Right of Use

For payment of the monthly license fee, Human365 grants the customer a non-exclusive and non-transferable, temporary license to use the ordered software components as quoted before.

Any usage which makes the license available to third parties as a part of hosting, renting, or leasing is prohibited.

The customer is entitled to the extent necessary to make backup copies and copies of user documentation for internal use.

The customer is obliged to protect the software and all documentation against unauthorized copying.

Subscribed licenses can be combined either with purchased or with subscribed Microsoft Dynamics 365 licenses.

1.4.3 Test- and Development Systems

If an end customer requires additional licenses for test and development systems in addition to the license for the production system, these can be provided under the following conditions:

- There must be an active maintenance contract or an active software subscription for the production system.
- For the test and development systems, only costs for the user licenses apply.
- For the test- and development systems, there is no minimum license order quantity.
- For the test and development systems, a cancellation period of 1 month to the end of the month applies.
- User licenses have to be purchased for each non-productive system.
- The Organization Unique Name and Display Name must clearly state a name that the system is used for testing or development purposes.
- Within the development and test license, Hubdrive will issue as many Staff licenses free of charge, as the production system license contains user licenses and staff licenses altogether.

1.4.4 Duration

The minimum duration of the subscription is 12 months. Billing is done monthly in advance.

In case of prepayment by the customer, the prepaid duration becomes the minimum contract duration, as long as the prepaid duration is longer than the minimum contract duration.

At the end of the contract period, the subscription is automatically renewed again for 12 months.

In the case of reorders, Human365 is free to harmonize the contract term of the reorder with the term of the initial order or to keep the term of the reorder independent of the customer's initial order.

1.4.5 Cancellation

The subscription and the individual amount of subscription seats can be terminated at the end of the contract period by giving 3 months written notice.

Termination letters, Faxes, or E-Mails are valid forms of correspondence.

In the instance a license subscription is cancelled, the customer is obligated to settle the remaining balance of the subscription contract period, one month after the cancellation has been received. The customer will then receive a license which is valid until the end of the contract period.

In case of cancellation, prepaid amounts will not be refunded. The contract duration will be extended to cover the prepaid amount.

1.4.6 Right to hold back

In case that the customer does not fulfill his contractual agreed subscription payments, Human365 is entitled to suspend the provisioning of licenses.

This suspending does not constitute a violation of the contractual duties of Human365.

2 Maintenance Contract Terms

2.1 Maintenance

With the purchase respectively subscription of a Hubdrive software license a maintenance contract is concluded between Human365 and the customer. The maintenance contract entitles the customer to free upgrades, updates, hotfixes, and technical support for settings the configuration of the Hubdrive software during the period of the contract.

End-User support is not included in the maintenance contract. Should the customer request additional training for the general usage of the software, the services are delivered according to the terms & conditions for professional services and accruing costs will be charged according to Human365 price list.

2.1.1 Software Updates

The Hubdrive software solutions are continuously optimized and developed. In the scope of the maintenance contract, the customer is entitled to all published major releases, upgrades, updates and hotfixes for all licensed components.

In this context, upgrade relates to a new product version with extended functionality.

Updates include small to medium extended functions and possible bug fixes.

Hotfixes are updates that eliminate specific critical errors of the product.

2.1.2 Definition of Support Level

End-User Support: questions of end users regarding the general usage of the software.

Technical Support: support regarding installation and configuration of the solution as well as solving technical issues.

2.1.3 Support

The maintenance contract entitles the customer for technical support via remote support for ensuring the installation and the correct functioning of the software. The customer should enter new support cases by the customer portal on the product website.

Human365 shall analyze the faulty software parts and give advice via telephone or E-Mail on how to eliminate the error.

In particular, an error exists if the program does not fulfill the functions stated in the manual, produces wrong results or shows errors in a repeatable manner so that the use of the program is impossible or considerably limited.

The removal of errors shall either be made by hotfixes, updates or personal support by an Human365 employee. Provided this is acceptable to the customer, Human365 may restrict itself to provide information on how to remove the error. In this case, the customer is obliged to carry out the measures himself. This applies in particular for installing updates and hotfixes. The measure to be used depends on the error and the way to remove it.

In case of support sessions, Human365 employees are not allowed to change the customers system by themselves by using input devices.

If Human365 provides support to the customers' issues that was caused by the customer (e.g. such as deleting the database by an employee of the customer etc.), the customer would be charged an additional fee according to the pricelist. This also applies retro actively.

2.2 Boundaries and Conditions

Both parties agree upon the following limitations and conditions:

- In order to get support for troubleshooting, the customer's software must be updated to the latest available software version of the Hubdrive software solutions at the time of the support request. Possibly, the underlying Dynamics 365 Cloud system has to be updated as well.
- The scope of the maintenance contract includes only the Hubdrive programs and modules, not the underlying Dynamics365 Cloud system itself.
- Support services only include debugging however, not the installation procedure, training on the product, or technical / organizational consulting.
- Support requests are to be exclusively made by two contact persons specified by the customer.

Should failures occur during the use or the operation of the software, then the customer shall inform Human365 only by predetermined employees or use an online support system provided by Human365.

The customer shall provide all necessary information for analysis of the malfunction.

Hubdrive software solutions may be installed by the customer itself or by Human365.

The verification and compliance of the underlying system is provided by the customer.

In the event of an update of the Hubdrive software where the customer has modified forms, the data fields including their contents will be retained. The data fields of Hubdrive software solutions will be supplemented. The forms themselves will only show the Hubdrive software solution fields. If the customer wants to continue to use standard fields or customized fields, it needs to reactivate these forms and re-implement its automation (e.g. JavaScripts) if necessary.

Human365 recommends that prior to the import of the Hubdrive software solution, the customer adds their own customizations to a separate unmanaged solution and exports the solution as a backup.

If Human365 makes the above mentioned changes to the customers' independent solution, these changes are not included in the scope of the installation or maintenance contract. The customer would be charged an additional fee.

Fields and functions of the Hubdrive software solution must not be removed in order to ensure complete functionality.

2.3 Technical deployment of support

Human365 uses the remote management software "Microsoft Teams" for remote support services. The use of this program is covered by this contract. The customer shall care for all technical requirements for the use these programs (e.g. such as opening the correct firewall ports).

Should the customer request the use of another remote maintenance software, they shall bear the costs for setting up the software at Human365 and for operating the software at Human365 if necessary. In the event that there is no remote support possible with a customer, the customer shall bear the travel costs and the travel times.

All phone calls and online sessions are recorded for quality assurance purposes.

2.4 Service Hours

Human365 guarantees reaction times within 2 working days after the notification of the malfunction.

2.5 Obligations of the Customer

The following conditions must be guaranteed for the contractual support of Hubdrive software solutions:

- Fully functioning and suitable hardware
- Fully functioning operating system
- Fully functioning Dynamics 365 Cloud system
- Implementation of provided updates
- Enabled Auditing for all Hubdrive Entities/Tables
- Activated transfer of anonymized usage data to Hubdrive
- A running network for network installations
- Compliance with the current individual system requirements for Hubdrive software solutions

Furthermore, the customer shall collaborate during the debugging procedure within the normal limits; in particular providing information and necessary computer time.

2.6 Maintenance Contract Terms in case of purchased licenses

2.6.1 Costs of the Maintenance Contract

The costs of the maintenance contract are calculated based on the amount of purchased licenses.

The annual costs for the maintenance contract is 20% of the calculation basis. The calculation basis depends on the customer's purchased number of user licenses on the renewal date, multiplied with the license list price per role.

In case of further purchase, the contract will be immediately renewed for another twelve (12) months from the first day of the following month. Newly purchased licenses will be unified with the existing licenses to one contract. The full amount of these licenses will be invoiced for twelve (12) months. Already paid maintenance concerning previously existing license amounts will be deducted.

The license price shall be the price according to the price list for the Hubdrive software solution valid at the time of purchase. Discounts or project prices with rebates are not taken into consideration for the calculation of the maintenance fee.

The customer shall receive an invoice from Human365 when the annual maintenance fee is due. The calculation of the fee shall be made annually, one year in advance.

Invoices for the maintenance fee are to be paid in full within 14 days after receipt of the invoice. For late payments, Human365 shall charge an interest rate from the due date that is 4% above the basic interest rate of the European Central Bank.

Compensation is only authorized for counter claims that have been allowed or found legally valid. The exercise of a right of retention is impermissible.

2.6.2 Duration and Termination

The maintenance contract shall take effect with the customer's order of the software.

The term starts on the 1st of the month following the order date. The maintenance contract shall continue for an indefinite period.

The contract is valid for twelve (12) full calendar months. The contract will be renewed automatically for twelve (12) months unless written cancellation is received from either party, at least four (4) months prior to the contract end date.

The contractual parties can terminate the contract without observing any period of notice if one of the following cases occurs:

For Human365: If the customer defaults in payment for more than two months and has not paid the amount in full even upon expiration of an additional period set by Human365.

For the customer: If, despite the aforementioned conditions, the installed Hubdrive software solutions are not fully functional even upon expiration of an additional twelve-week period set forth in writing.

Cancellations must be made in written form by letter, fax or email.

2.7 Maintenance Contract Terms in case of subscribed licenses

2.7.1 Costs of the Maintenance Contract

The maintenance contract is included in the monthly subscription price.

2.7.2 Duration and Termination

The maintenance contract, included within the subscription licenses, expires when the subscription ends.

3 Terms & Conditions for Professional Services and 3rd-Party Software

3.1 General

Human365 delivers services always as service contract, never as a work order. Exceptions to this have to be documented in the order in writing. For 3rd party software, the terms and conditions of the 3rd party software provider are becoming an integral part of the contract.

3.2 3rd-Party Software

These regulations apply to 3rd Party Software.

3.2.1 Contract Duration and Deadlines

Contracts with 3rd party software providers are annual contracts with a duration of 12 months, if not explicitly stated differently. The contract will renew automatically if not terminated with a notice period of 2 months before the contract end date.

Price-fixing only applies to the initial contract period.

3.2.2 Microsoft Charity Licenses

The license prices for Microsoft Charity licenses will only apply, if the non-profit status of the end-customer is accepted by Microsoft.

3.3 Prices

The prices for Microsoft licenses and other third party vendors are valid for the concluded contract period. After the end of the term, different prices may apply at the renewal date. Human365 will then invoice the customer for the renewal period with the new prices.

If the customer does not want to accept these new prices, both parties have a special right of termination at the end of the original contract term.

3.4 Invoicing and Payment Terms

Payments made by the client are always accounted against the earliest open demands. E-mails and fax messages of Human365 are considered as written documents. All prices shall be net prices to be paid at once, plus the legal value added tax.

The following invoicing regulations and payment terms shall apply, according to the country of the customer and the rendered service.

3.4.1 For Germany, Austria, Switzerland

- Training (open and closed) and Installation offered at a fixed price must be prepaid.
- Service Packages are invoiced immediately upon reception of order, payable within 14 days net.
- Time & Material Services are invoiced every month end, based on the timesheet for the previous month, payable within 14 days net.
- 3rd-Party Software: prepaid.

3.4.2 For all other countries (USA, EU, Rest of world)

- Training (open and closed) and Installation offered at a fixed price must be prepaid.
- Service Packages must be prepaid.
- Binding appointment agreements for service packages are arranged only after reception of payment.
- For Time & Material Services a deposit has to be paid by the customer. The services are delivered on basis of this deposit until the deposit amount has been reached. The customer will receive a monthly timesheet.
- 3rd-Party Software: prepaid.

3.4.3 Available Payment Methods

Area	Currency	Amount < 10,000	Amount > 10,000
Germany, Austria, Switzerland	EUR	Bank transfer, Mastercard, VISA	Bank transfer
Rest of EU	EUR	Mastercard, VISA	Bank transfer
USA and Rest of World	USD	Mastercard, VISA	Bank transfer, Mastercard, VISA

International bank transfer payments must be made as OUR bank transfers, i.e. the payer assumes all bank fees.

3.5 Liability

Human365 is liable for damage caused as follows:

- For culpable damage caused to the client's life and limb and health
- If Human365, its representatives or vicarious agent is/are culpable of intent or gross negligence
- For claims under the product liability law, insofar they are related to business clients
- Any other legally binding statutory claims

This limited liability is final. The limitations on liability shall apply to all claims for damages, regardless of their legal ground, especially with regard to contractual contract-related claims.

In no case will the liability exceed the value of Human365 liability insurance and the price of the rendered services.

In the event Human365 is culpably responsible for the loss of data, Hubdrive liability is limited to the expenses for the copying of the back-up copies and for the reconstruction of data which would be lost also in case of regularly back-ups. The client shall be responsible for making back-up copies. The client is obliged to make back-up copies of his data at least once a day. Failure to comply with this obligation is deemed to be contributory negligence.

3.6 Confidentiality and Data Protection

The parties of the contract mutually agree to treat all information and documentation as well as materials (in particular software and stored data) with no expiration as confidential or secret, as long and to the extent that it is not proven public knowledge. Such confidential information, which is characterized by a contractor as confidential or secret, must also be treated as a business or trade secret. Also, the contractual parties guarantee that all their employees, representatives, or agents that they engage to fulfill this contract shall treat such information as confidential.

Excluded by this regulation is the legitimate request for information by official agencies, such as supervisory authorities, law enforcement agencies or courts.

In accordance with this contract, Human365 will process relevant personal data in strict accordance with the European General Data Protection Regulation.

The regulations in this paragraph shall remain valid even after the expiration of this contract.

3.7 Warranty

Both parties agree upon a 3-month warranty period for Human365 services and software. Errors in programs of third parties that Human365 does not develop but has simply installed or adapted shall not be covered by Human365 warranty. Costs for eliminating such errors, for example through service packs or hotfixes of the individual manufacturers, will be charged according to Human365 price list. Human365 cannot ensure that the corresponding manufacturers offer bug fixes.

3.8 Place of Jurisdiction and Performance

All legal relationships between the contracting parties from or in connection with this contract are subject exclusively to the laws of the Federal German Republic. The law of the Federal Republic of Germany is exclusively applicable, excluding the reference rules of Private International Law and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction and place of performance shall be Würzburg, Germany.

3.9 Modifications and Supplementary Agreements

Amendments to this agreement must be made in writing. Verbal agreements are not seen as valid.

3.10 Services

Only relevant for service orders.

3.10.1 Rights to Work Results

All copyrights in the scope of services rendered in a project, e.g. program codes, process models and process flow structures, remain in the possession and for unrestricted use of Human365. The unrestricted use and further use of programs documented in the scope of a project on the part of the client shall not be affected by this. In general, program code shall be rendered in compiled format and processes shall be provided in PDF formats.

The rights of use are transferred only when the contractually agreed payments have been made in full.

3.10.2 Cooperation Obligations

The client shall fulfill various obligations in the scope of installations, implementations, projects, or trainings. As a matter of principle, it is the client's contractual obligation (cardinal obligation) to fulfill these cooperation obligations. The proper provision of services by Hubdrive requires that the client and his representatives and/or vicarious agent fulfill their cooperation obligations in time and in a qualified manner.

Human365 shall point out delays of the cooperation obligations and submit a written reminder for their compliance. Furthermore, Human365 shall point out further consequences if the cooperation obligations are not fulfilled.

Delays of the project and any resulting additional costs due to delayed provision of cooperation obligations by the client and his representatives and/or vicarious agent or are not the responsibility of Human365 nor its representatives and/or its vicarious agent, shall be at the expense of the client and on no account of Human365.

3.10.3 Scheduling

All services are rendered in the scope of the time schedule agreed between the parties. The compliance with these dates implies that the client shall fulfill his cooperation obligations independently and in a qualified and punctual manner, and, in particular, shall provide the information, documents, permissions and approvals requested by Human365.

If these requirements are not met, the delivery periods will adequately be extended, however, at least by the period of the delay.

Appointments for services will be agreed upon directly after receipt of order.

Ordered services have to be retrieved within 6 months after order date.

3.10.4 Definition Man-Day

One man-day equals to eight hours (Monday to Friday) between 6 am and 12 pm. Outside this period of time and on Saturdays, an extra charge of 50% of the respective day rate is added. For services on Sundays and holidays an extra charge of 100% of the respective day rate is added.

3.10.5 Requirements for Services

The client designates a contact person as the project manager for Human365 as well as a substitute. The contact person or his substitute shall be available to Human365 for queries during regular business hours. Furthermore, the client provides Human365 with one or several technical contact persons who are familiar with the client's systems, and are available to Human365 for queries and support during regular business hours.

The client provides the entire content and data in all languages required. Should image material be required (company logos, etc.), it shall be provided by the client in digital formats (TIFF, JPEG, GIF or EPS) of sufficient resolution and quality, and license-free. The client provides Human365 with all required data. Should adjustments or additions to the program or Hubdrive renewed tests become necessary due to subsequent changes of the data by the client, the costs for this will be charged according to Human365 price list.

Should the information provided by the client be insufficiently documented and this fact is noticed in advance by Human365, Human365 shall inform the client and request additional information. Should additional rework or costs occur due to insufficient specifications by the client that were not apparent for Human365 at first, they will be charged according to Human365 price list.

Should the place of work not be Würzburg for Human365 employees, the client will provide a suitable infrastructure for the work environment of the Human365 employee. Apart from a workplace in accordance with the German national ordinance governing VDU workplaces, this also includes high-speed access to the internet.

3.10.6 Cancellation of Services

In the instance that the customer fails to keep service and appointment dates, the following charges will apply:

- 100% Travel expenses already accrued (e.g. hotel reservations, purchased tickets, arrival on the previous evening)
- 20% on cancellation 5 work days prior to scheduled services
- 50% on cancellation 48 hours prior to scheduled services
- 80% on cancellation 24 hours prior to scheduled services
- 90% on cancellation at the day of scheduled services

These percentage figures relate to

- the man-day rate of renderer of services and
- the expenses actually incurred in case of travel costs

3.11 Feature Extensions

Feature Extensions are enhancements of the Hubdrive software solutions which are ordered by a customer and are financed or co-financed by the customer.

The functions defined for a Feature Extension are delivered to the customer within a regular Rollup Update.

The customer is obligated to pay the amount for the Feature Extension and requires a valid maintenance contract when the Feature Extension is published.

3.12 Custom Software

This chapter gives attention exclusively to software components which are individually manufactured for the customer.

For the standard software of the brand Hubdrive as well as for products of third party providers, separate agreements are in effect.

3.12.1 Delivery of software

Human365 will provide a compiled version of the software to the customer.

Delivery of this software includes an installation guide and an operating guide only if both parties have agreed to this in writing and the customer pays for the effort of creating the documents.

3.12.2 Maintenance

Tentative required maintenance of standard software products as well as individual software components are agreed in a separate maintenance contract.