General Terms and Conditions (GTC) of Capefoxx

1. Scope of use

1.1 The following General Terms and Conditions ("GTC") equally apply to Capefoxx AG and related companies like Capefoxx Relicense GmbH, all referred to as "Capefoxx". These GTC apply exclusively; deviating or supplementing terms of the contractual partner will not apply to the contractual relationship unless Capefoxx has explicitly approved in writing that they apply.

2. Services, conclusion of contract, written form requirement

2.1 Capefoxx optimizes the way companies buy use and sell software licenses. The contractual obligation consists of the transfer of rights of use with regard to software programs. The scope of the rights of use is derived from the mandatory provisions of copyright law as well as the license terms of the copyright owner. The rights of use with regard to the software programs will be transferred in relation to the software versions indicated in the license terms.

2.2 In case the ordered product is not supported anymore from the software manufacturer (IP owner) because of its end of lifecycle and in case the keys are blocked from the software manufacturer, Capefoxx cannot be held responsible for the ongoing functionality of the product

2.3 An order form signed by the contractual partner qualifies as a binding offer of the contractual partner unless the contract is concluded by mutual signature immediately. Capefoxx may accept such an offer within two weeks upon receipt by countersignature.

2.4 The contractual obligation is exclusively described in the written order confirmation or the concluded contract, respectively.

2.5 All agreements by and between the parties as well as any subsequent supplementary or deviating agreements need to be in writing to be effective. This also applies to the reversal of this requirement of written form.

2.6 In case the contractual partner is requesting a sales statement, along with the order confirmation they approve the right for Capefoxx to disclose the data of the demanded delivery to the external auditors, who are able to generate such sales statement. The correctness of the information in the sales statement is covered by a standard auditor liability insurance with a cover of EUR 5 million net based on a contract signed between Capefoxx and the auditors which is covering any consulting mistakes during the review process of the provided proof basis. An NDA guarantees the confidentiality that no data is shared to any other external party.

3. Payment terms

3.1 Prices stated are always exclusive of the applicable statutory value-added tax.

3.2 The payment terms shown on the offer and invoice form provided will apply.

3.3 In case of late payment, Capefoxx AG is entitled to claim back the licenses and to request the payment of interests in the amount of 8%p.a. The claiming of further damages, if any, remains reserved.

3.4 Capefoxx AG is entitled to refuse to perform all obligations owed under the contractual relationship or to only perform them against advance payment as long as the contractual partner is in default with regard to its payment obligations.

3.5 The contractual partner is only entitled to exert the rights of set-off or of retention if its counter claim is undisputed or has been decreed by a final court decision.

4. Delivery, delivery dates

4.1 Delivery and performance dates are set out in the order confirmation of Capefoxx respectively the contract. If it has not been agreed otherwise, indicated dates are to be understood as "approximate dates". Final dates will be announced by Capefoxx in a timely manner.

4.2 Capefoxx is entitled to perform partial deliveries.

4.3 In case that Capefoxx is under the obligation of advance performance, it may refuse performance without default if – after the conclusion of the agreement – circumstances become apparent that give cause to the conclusion that the contractual partner is not able to fulfil its contractual obligation, i.e., its payment obligation. In this case, Capefoxx is entitled to determine a deadline within which the contractual partner is required to pay versus delivery or provide a security. In case such deadline expires without success, Capefoxx may rescind the contract and claim reimbursement of the accrued damages or vain expenses. Damage claims of the contractual partner are excluded to the extent permitted by law.

5. Exclusion of other services, system responsibility

5.1 Capefoxx exclusively distributes licenses. It does not provide installation, development, support or similar services unless explicitly stated.

5.2 The contractual partner is solely responsible for its hardware and software environment, any interfaces – if necessary – and the compatibility and the serviceability of the acquired software licenses in relation to its hardware and software environment.

6. Right of Withdrawal

6.1 In case that the contractual partner or Capefoxx receives a legal notice from a person entitled to do so on behalf of the software manufacturer, or from an auditor authorized by the software manufacturer, stating that they are unwilling to acknowledge the license transfer, Capefoxx will review this note immediately.

6.2 Should Capefoxx consider the claim as unjustified, it will clarify the matter in relation to the software manufacturer at the expense of Capefoxx. If it turns out that the claim is justified, Capefoxx may replace the products by products the software manufacturer acknowledges, within one month after the confirmation of justification of the claim by Capefoxx. In case Capefoxx is unable to provide the contractual partner with such products within one month after the

confirmation of justification of the claim by Capefoxx, the contractual partner is entitled to withdraw from the contract regarding the products within one month after information of Capefoxx and will be refunded with the full value of the corresponding products in the contract. Damage claims of the contractual partner are excluded to the extent permitted by law.

6.3 Section 6 only applies if the contractual partner uses the products in the EU, UK, Switzerland and/or Turkey.

7. Indemnification

7.1 Capefoxx shall indemnify the contractual partner from claims of the software manufacturer in connection with the license transfer provided that the contractual partner (1.) confirms that it used the products in the EU, UK, Switzerland and/or Turkey, only, (2.) immediately informs Capefoxx about the claims, (3.) does not acknowledge the claims (or make an economically comparable statement) with regard to the claims, (4.) leaves the legal defence to Capefoxx to the degree procedurally permissible and (5.) supports Capefoxx with regard to the legal defence adequately and at its own expense.

8. Liability

8.1 Capefoxx shall be liable without limitation for damages caused by wilful conduct or gross negligence as well as within the scope of applicable mandatory product liability provisions or in accordance with applicable mandatory law.

8.2 The contractual partner is required to implement adequate safeguards to prevent and minimize damages. In this context, the contractual partner also is required to secure all of its data on a regular basis.

9. Applicable law, Jurisdiction

9.1 Agreements between Capefoxx AG and the contractual partner and all legal relationships in connection therewith, irrespective of their legal nature, are exclusively governed by the substantive laws of Switzerland, with the express exclusion of any conflict of law provisions (private international law) and international law (in particular excluding the UN Convention on

Contracts for the International Sale of Goods (Vienna Convention, CISG) of April 11, 1980).

9.2 Any dispute arising under agreements between Capefoxx AG and the contractual partner or with respect to any and all legal relationships in connection therewith or in the context thereof, each regardless of their legal nature, shall be submitted to the exclusive jurisdiction of the ordinary courts of Zug, Canton of Zug, Switzerland.