Annex 2: General Terms and Conditions Crowdfox

The following General Terms and Conditions ("GTC") apply to offers by Crowdfox GmbH, hereinafter referred to as "Crowdfox", for the provision of software, and the provision of services, in addition to the regulations and service descriptions in the offer and its appendix. If provisions deviating from these GTC are made in the offer, these deviating provisions shall take precedence over the corresponding provisions in these GTC.

Content

Annex 2: General Terms and Conditions Crowdfox

A) General regulations

I) General

1 Crowdfox offers its customers IT services in the area of goods procurement and sales.

2 Customers of Crowdfox can only be entrepreneurs in the sense of Section 14 of the German Civil Code (BGB), i.e. natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or independent professional activity.

3 All services of Crowdfox are provided exclusively on the basis of these General Terms and Conditions. Deviating, conflicting or supplementary GTC of the Customer (also e.g. terms and conditions of purchase) shall not become part of the Contract unless their validity is expressly agreed upon conclusion of the Contract. Any reference to the Customer's terms and conditions in the form of a form is expressly rejected.

II) Remuneration

1 Unless otherwise stipulated in the Contract, payment obligations are due 14 days after receipt of the invoice by the Customer without deduction. Crowdfox is entitled to issue partial invoices for services already rendered at any time.

2 Prices quoted by Crowdfox do not include the applicable statutory value-added tax. Unless expressly agreed otherwise, the prices quoted in the Contract for the services do not include any travel expenses incurred, even if a flat-rate price has been agreed.

Annex 2: General Terms and Conditions Crowdfox

The travel costs consist of the costs for transport as well as the required travel time. The travel time is calculated in the same way as the agreed project times.

3   The Customer may only offset claims which are undisputed by Crowdfox or which have been established by a court of law. Except in the area of Section 354a of the German Commercial Code (HGB), the Customer may assign claims arising from this Contract to third parties only with the prior written consent of Crowdfox.

III) Confidentiality

1   Insofar as a separate confidentiality agreement has been concluded between the parties, this shall take precedence over the following provisions.

2   The Customer shall be obliged to keep secret all information about Crowdfox which is or becomes known in connection with this Contract, which is marked as confidential or which is recognisable as business and trade secrets on the basis of other circumstances (hereinafter referred to as: "confidential information"), unless Crowdfox has expressly consented in writing to its disclosure or use or the information is required to be disclosed by law, court order or administrative decision. The Customer is obliged to impose this duty of confidentiality on all employees and agents of the parties regardless of the type and legal form of employment.

3   The information is not confidential information within the meaning of this regulation if it is:

(a)   already known previously to the other party without the information being subject to a confidentiality obligation,

(b)   generally known or become known without breach of the confidentiality obligations assumed,

(c)   disclosed to the other party by a third party without breach of a confidentiality obligation,

(d)   subsequently developed by or on behalf of the recipient of the information independently without reverse engineering or relying in whole or in part on the confidential information of the provider of the information.

4   Crowdfox processes the Customer's data required for business transactions in compliance with the applicable data protection provisions

IV) Liability

1   Crowdfox is liable for damages of the Customer caused intentionally or by gross negligence, which are the consequence of the non-existence of a guaranteed quality, which are based on a culpable breach of essential contractual obligations (so-called

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cardinal obligations) or which are the consequence of culpable injury to health, body or life, in accordance with the statutory provisions.

2 In the event of gross negligence, Crowdfox shall be liable to the extent of the foreseeable damage that should have been prevented by the breached obligation.

3 In the event of simple negligence, Crowdfox shall otherwise only be liable if a contractual cardinal obligation has been breached. Cardinal obligations are those contractual obligations whose fulfilment makes the proper performance of the Contract possible in the first place and on whose compliance the Customer may regularly rely, and whose breach on the other hand jeopardises the achievement of the purpose of the Contract.

4 In the event of a breach of a cardinal obligation, liability – insofar as the damage is only due to slight negligence – shall be limited to such damage as may typically be expected to occur when using the contractual software.

5 If damage to the Customer results from the loss of data, Crowdfox shall not be liable for this, insofar as the damage would have been avoided by regular and complete backup of all relevant data by the Customer.

6 In all other respects, liability on whatever legal grounds – insofar as legally permissible – is excluded.

7 Insofar as the liability of Crowdfox is excluded or limited in accordance with the foregoing, this also applies to the liability of the organs of Crowdfox and of vicarious agents, in particular employees.

V) Reference

1 Crowdfox is entitled to name the Customer as a reference customer and to display the Customer's logo and to use this for advertising purposes.

2 If Crowdfox plans to publish press releases, success stories, video customer statements, written Customer quotes or one-page presentation slides about the Customer, the aforementioned material will be agreed with the Customer in advance.

VI) Data processing rights, data backup

1 The Customer grants Crowdfox the right to reproduce the data to be stored by Crowdfox for the Customer for the purposes of performing the Contract, insofar as this is necessary for the provision of the services owed under this Contract. Crowdfox is also entitled to keep the data in a failover system or separate failover computer centre. In order to eliminate faults, Crowdfox is also entitled to make changes to the structure of the data or the data format.

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2   Crowdfox shall back up the Customer's data on the server for which Crowdfox is responsible regularly to an external backup server. Insofar as the Customer generates or initiates data and data processing operations in his own IT systems by means of the software, the Customer is solely responsible for the data backup of his own IT systems.

3   Crowdfox secures its systems, networks and business premises against unauthorised access by third parties and personal data within the necessary, required and appropriate framework, in particular through the necessary technical and organisational measures. Additional information may result from a contract for the processing of orders.

4   Insofar as the Customer wishes to transmit certain data to Crowdfox which must be exchanged for the project, this data shall be exchanged via a transmission channel or data room for which the Customer is responsible and which is made available for use by Crowdfox free of charge.

VII)   Changes to the Service and these General Terms and Conditions

1   Crowdfox has the right to change the provisions regarding the service to be provided, in particular in order to adapt them to technological progress. This also includes the addition of new functionalities, changes to the user interface and adjustments to the backend. Crowdfox reserves the right to change the services offered without prior notice in order to provide the customer with a correspondingly optimized service offering, provided that the suitability of the SaaS solution for the agreed purpose is maintained and the optimized offering is reasonable for the customer, taking into account the interests of both parties. In addition, Crowdfox is entitled to make changes, adaptations, restrictions and the removal of functionalities of the SaaS solution and the services offered with it, if changes in legal regulations or standards or new technical or scientific findings make this necessary. Crowdfox shall be responsible for the type of implementation. The customer has no claim to the maintenance of individual specific functionalities or to their introduction.The Customer will be informed in text form of any changes to these General Terms and Conditions. The changes shall become effective unless the Customer objects to the respective changes in text form no later than 14 days after receipt of the change notification. The Customer shall be informed of the significance of his silence together with the notice of change.

2   The Customer will be informed in text form of any changes to these General Terms and Conditions. The changes shall become effective unless the Customer objects to the respective changes in text form no later than 14 days after receipt of the change

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notification. The Customer shall be informed of the significance of his silence together with the notice of change.

VIII) Final provisions

1   The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

2   Crowdfox is entitled to engage third parties for the purpose of fulfilling the Contract. In this case, the Customer will be informed in advance.

3   Any amendment to the Contract as well as all declarations relevant to the Contract must be made in writing in order to be valid. This also applies to the amendment of this written form clause. For the conclusion of the Contract it is sufficient for the Customer to send a Purchase Order (PO) which refers to the corresponding Contract including annexes. In particular, the reference to the offer number of the current offer in the TOE is sufficient for this purpose. If no specific commencement date is specified in the offer, the Contract shall commence with the sending of the Purchase Order (PO).

4   If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this Contract is the registered office of Crowdfox.

B) Special Terms and Conditions for the Use of Software Solutions from Crowdfox

I)   Subject of the Contract

1   The subject matter of the Contract is the provision of software as a cloud solution (hereinafter "Software"). The software is used by accessing the computer centre of Crowdfox GmbH via the Internet.

2   A further subject matter of the Contract may be the provision of IT-specific services, such as support, implementation, customising, consulting, setting up interfaces, importing files and training by Crowdfox.

3   Crowdfox grants the Customer the simple, non-transferable and non-sublicensable right, limited to the term specified in the specific Contract, to use the software provided or developed during the term of the Contract in the scope of performance and use specified by Crowdfox in accordance with the offer via the Internet. All rights to any kind of changes, developments or improvements to the software are exclusively Crowdfox's.

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4   The Customer is obliged to pay the agreed remuneration for the contractual services of Crowdfox.

II)   Type and scope of the service

1   The exact scope of services of the software at the time of the conclusion of the Contract as well as the remuneration result from the respective offer and the service description contained therein.

2   The software is operated by Crowdfox as a software-as-a-service (SaaS) or cloud solution. Crowdfox shall provide the Customer with the software in the respective current version for use at the router exit of the data centre in which the server with the software is located ("transfer point"). The software remains on the Crowdfox server at all times.

3   The Customer is enabled to use the software stored and running on the servers of Crowdfox via an Internet connection for his own purposes during the term of this Contract. Insofar as separately commissioned by the Customer, he shall be enabled to upload his own data and process it with the aid of the software.

4   The software, the computing power required for its use and the necessary storage and data processing space are provided by Crowdfox. Crowdfox is not responsible for establishing and maintaining the data connection between the Customer's IT systems and the transfer point described.

5   If the parties agree to use a 1-creditor model, this is operated with the involvement of a third party (1-creditor). This must be integrated with a separate order by the Customer. For the purchase of goods in the 1-creditor model, as well as their processing and delivery conditions, the contractual provisions and GTC of the third party shall apply.

III)   Change Request

1   A change request is any extension and adaptation that goes beyond the services specified in the service description.

2   The Customer has the option to instruct Crowdfox to adapt or extend the scope of services described in this offer by means of a change request. Crowdfox is not generally obliged to accept a change request. This is not the case in particular if the adaptation or extension is not technically feasible.

3   Crowdfox is entitled to charge a fee for the implementation of the change request. Such a fee, as well as the corresponding change to the service description explained in this offer as a result of the change request, will be agreed in a written contract amendment between Crowdfox and the Customer.

Annex 2: General Terms and Conditions Crowdfox

IV) Support and training

1 *Support*

(a) If there is a fault in the use of the software which cannot be solved by the Customer's own first level support, Crowdfox shall offer assistance via the Crowdfox Support. The support includes all activities between the Customer and Crowdfox in connection with the notification and management of faults until their elimination. Malfunctions can be, for example, functional failures, malfunctions or impairments. Support can be contacted by sending an email to *pro-support@crowdfox.com*.

(b) If there is a case of malfunction, the Customer shall report this immediately and provide as detailed a description as possible of the respective malfunction in order to enable the most efficient troubleshooting possible.

(c) Further details may be provided in a Service Level Agreement.

2 *Trainings*

(a) After implementation, Crowdfox provides training for key users selected by the Customer to introduce them to the operation of the software, thus enabling the usability of the software for the Customer.

(b) Further training is only possible after separate order by the Customer. This also applies in the event that a renewed need for training arises from an update of the software. Free training is not owed in this case.

V) Warranty

1 The application of Section 536a (2) of the German Civil Code (tenant's right of self-remedy) is excluded. The application of Section 536a (1) of the German Civil Code (liability of the landlord to pay damages) is also excluded, insofar as the standard provides for strict liability.

2 The software has the agreed quality and is suitable for the contractually presumed use and, in the absence of an agreement, for normal use. It meets the criterion of practical suitability and exhibits the quality usual for software of this kind; however, it is not error-free. A functional impairment of the software resulting from hardware defects, environmental conditions, incorrect operation or similar is not a defect. An insignificant reduction in quality shall be disregarded.

3 In the event of material defects, Crowdfox may initially provide subsequent performance. Subsequent performance shall be effected, at Crowdfox's option, by remedying the defect or by Crowdfox demonstrating ways of avoiding the effects of the defect. Because of a defect, at least three attempts at rectification are to be accepted.

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4 The statutory duty to maintain the software does not include the adaptation of the software to changed conditions of use and technical and functional developments, such as changes to the IT environment, in particular changes to the hardware or the operating system, adaptation to the functional scope of competing products or establishing compatibility with new data formats.

5 With the exception of claims for damages, warranty claims are subject to a limitation period of one year, unless the defect was fraudulently concealed. The limitation period begins after the activation of the access data.

VI) Availability

1 Crowdfox points out to the Customer the fact that restrictions or impairments of the services provided may arise which are beyond the control of Crowdfox. This includes in particular actions by third parties who are not acting on behalf of Crowdfox, technical conditions of the Internet which cannot be influenced by Crowdfox and force majeure. The hardware, software and technical infrastructure used by the Customer may also have an impact on the performance of the software. Insofar as such circumstances influence the availability or functionality of the services provided by Crowdfox, this shall have no effect on the contractual conformity of the services provided.

2 Updates and maintenance of the software shall be carried out between 10 p.m. and 6 a.m.(German time) unless there are compelling reasons not to do so. Crowdfox is not obliged to make the software available during an ongoing update or maintenance process. The software is generally made available to the Customer 24 hours a day, 7 days a week. Usability in therespective individual case and percentage availability during provision is not guaranteed. Further or deviating provisions on the availability and usability of the software may result from a Service Level Agreement.

VII) Remuneration

1 The payment period and the amount of the remuneration with regard to the implementation and provision of the software as well as the method of payment shall depend on the offer.

2 If the Customer delays payment of a due fee by more than 30 days, Crowdfox is entitled to block access to the software. The remuneration shall be due upon receipt of the invoice. The claim of Crowdfox to remuneration remains unaffected by the blocking. Access to the software will be reactivated after the arrears have been paid. The right to block access also exists as a mitigating measure if Crowdfox has a right to extraordinary termination in accordance with Clause IX), 2.

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Annex 2: General Terms and Conditions Crowdfox

VIII) Cooperation obligations of the Customer

1   The Customer shall support Crowdfox in the provision of the contractual services to a reasonable extent.

2   Concrete obligations of the Customer may arise from the duties to cooperate (as an annex to the Contract).

IX) Customer data and indemnification against third party claims

1   As a technical service provider, Crowdfox stores content and data for the Customer, which is entered, stored and made available for retrieval when using the software. The Customer undertakes vis-à-vis Crowdfox to refrain from posting content and data that is punishable by law or otherwise illegal in absolute terms or in relation to individual third parties, and to refrain from using any programs containing viruses or other malware in connection with the software. The Customer remains the controller with regard to personal data and must therefore always check whether the processing of such data via the use of the software is covered by the relevant permissions.

2   The Customer is solely responsible for all content and processed data used by him and for any legal positions required for this. Crowdfox does not take note of the content of the Customer and does not check the content used by the Customer with the software.

3   In this context, the Customer agrees to indemnify Crowdfox against any liability and any costs, including costs of legal proceedings, if a claim is made against Crowdfox by third parties, including employees of Customer personally, as a result of alleged acts or omissions of Customer. Crowdfox shall inform the Customer of the claim and, insofar as this is legally possible, give the Customer the opportunity to defend the asserted claim. At the same time, the Customer shall immediately provide Crowdfox with all information available to him concerning the facts which are the subject of the claim.

4   Any further claims for damages by Crowdfox remain unaffected.

X) Term and termination of the Contract

1   The contract period depends on the offer. Unless expressly agreed otherwise , the start of the term shall be determined by the time the software is provided.

2   Both parties reserve the right to extraordinary termination for good cause if the legal requirements are met. A good cause for Crowdfox exists in particular if the Customer is more than two months in arrears with the payment of a due fee despite a

reminder. If the Customer is responsible for the reason for termination, the Customer shall be obliged to pay Crowdfox the
agreed remuneration less the expenses saved by Crowdfox until the date on which the Contract would end at the earliest in the event of ordinary termination.

3   Declarations of termination must be in writing to be effective.

XI)   Access data

1   The Customer shall receive access data from Crowdfox for the purpose of using the software. The Customer is obliged to keep this access data secret and to inform Crowdfox immediately of any loss or unauthorised use of the access data by third parties.

2   The Customer is not permitted to make access data available to third parties or to use his own access data to obtain information about offers, providers, contact addresses, sources of supply or the like via the software for third parties.

3   Crowdfox is entitled to block access data if there is a suspicion of unauthorised use or misuse of the data or if the access data, in particular passwords, do not comply with the security guidelines of the software. In these cases, the Customers are obliged to enter new access data when logging in, which must comply with the Crowdfox defined security standards of the software defined by Crowdfox.

XII)   Transfer of rights and obligations

1   The software may not be sublet, subleased or otherwise distributed in tangible or intangible form. The Customer may only permit affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) to use the software if this is specifically indicated by Customer and agreed in writing with Crowdfox.

2   If the Customer makes the software available to a third party without authorisation, Customer shall owe Crowdfox a contractual penalty amounting to half of the amount which the third party would have had to pay Crowdfox for the software according to the then current price list, at least half of the agreed annual rental fee. The right to compensation for further damage is reserved.

Annex 2: General Terms and Conditions Crowdfox

C) Special Terms and Conditions for Support and Consulting Services of Crowdfox

I) Subject of the Contract

1 Crowdfox shall provide services for the Customer, which are intended to support the Customer in the area of goods procurement ("Tender Support"). These services are provided through advice and the provision of pricing information.

2 Accordingly, the Customer is only owed the provision of the agreed service. A concrete work result going beyond the service in the sense of a work according to Section 631 (1)(1) of the German Civil Code (BGB) as well as a success to be brought about by work or service is expressly not owed.

3 Details of the type and scope of the services commissioned by the Customer are set out in the individual contract concluded in each case. This also results in the prices to be paid by the Customer.

II) Remuneration

1 The payment due date and the amount of the remuneration as well as the method of payment shall depend on the offer.

2 Unless otherwise stipulated in the offer, half of the costs for the commissioned service shall be due upon commissioning and half upon the end of the project. The invoice is payable within 14 days and without deduction. All prices are subject to the statutory value added tax.

3 Budgets for any external services are initially planned between Crowdfox and the Customer and set for individual measures after prior consultation with the Customer. These costs are in addition to the remuneration and are to be borne by the Customer, who also has to monitor the budget.

III) Communication with the Customer

1 Communication between the parties shall generally take place by telephone or in text form, unless the provision of services on site at the Customer's premises has been ordered in individual cases.

2 The Customer receives the knowledge gained through the provision of the service by transmission in a previously agreed file format via likewise previously communicated remote communication channels. By sending the files, Crowdfox has fulfilled its obligations under the Service Contract. The technical requirements for receipt and access are the responsibility of the Customer and are no longer part of the service to be provided by Crowdfox.

IV) Service provision

1 If Crowdfox makes suggestions for optimisation and proposes changes, Crowdfox will use the data currently available. This can only provide the current state of knowledge, but not a permanent prognosis as to whether certain measures will still be promising in the future.

2 Crowdfox does not owe the economic examination and assessment of the services rendered. The Customer is solely responsible for this. Crowdfox will only show the Customer options whose applicability and usability the Customer has to check himself in each case. Also, the validity of the information provided by Crowdfox must be checked by the Customer in each individual case.

3 Crowdfox is entitled to entrust third parties with the performance of its obligations under this Contract.

V) Obligations of the Customer

1 The Customer shall support Crowdfox in the performance of the contractually agreed services. This includes, in particular, that information and data material are made available in a timely manner, insofar as these are necessary for the provision of the services.

2 The Customer will only provide Crowdfox with factually correct information. Crowdfox will not check the information provided and may in this respect rely on the respective information provided by the Customer.

3 The Customer shall be obliged to inform Crowdfox at any time of any effects determined by him of the measures implemented on the basis of recommendations by Crowdfox and to document these accordingly. The Customer shall inform Crowdfox without delay of any errors or negative developments that occur.

4 Insofar as the Client is responsible for delays in deadlines, in particular by failing to cooperate and provide support as agreed despite written request or by failing to do so in due time, the agreed execution dates shall be postponed and must be redefined by mutual agreement between the parties. The resulting postponements shall not lead to a delay on the part of the Contractor. The resulting waiting/downtime shall be borne by the Client and shall be invoiced according to expenditure. Insofar as the Contractor uses the employees affected by waiting/downtime elsewhere, the claim to remuneration shall be reduced by the revenue generated elsewhere.

VI) Term and termination of the Contract

1 Contracts consisting in the one-off provision of services shall end with the provision of the respective service.

2 Contracts that are based on a term shall run for the respective agreed period. They shall be extended by the agreed term in each case unless they are terminated with one month's notice to the end of the respective term.

3 Any termination must be in writing.

4 The possibility of termination without notice for good cause shall remain unaffected by the above provisions. Reference is made to the requirement of a warning pursuant to Section 314 of the German Civil Code (BGB).

VII) Granting of rights

The Customer shall only be granted limited rights to the contractual services in accordance with the following provisions:

1 In the case of services consisting of the one-off preparation of documents, the Customer shall be granted the right to use these documents, records or advertising material for the contractually intended purpose. Any further use in other contexts, reproduction or disclosure to third parties is prohibited.

2 In the case of services consisting of ongoing support for the Customer, the Customer shall only be granted rights to the work results during the term of the Contract. If this is not done by Crowdfox, the Customer is obliged to delete corresponding work results created by Crowdfox and to prove this to Crowdfox on request.

VIII) Warranty

1 The actual success of an implemented measure depends on a variety of factors, namely in particular the negotiations with suppliers and other third parties that follow the provision of the services. Crowdfox has no influence on this.

2 Crowdfox provides services to its customers. The provisions of civil and commercial law do not provide for warranty regulations for Service Contracts.