The following provisions apply to all supplies, services and offers of LucaNet (ASEAN) Pte. Ltd. (hereinafter "LucaNet") to the Customer (the "Customer"). They also apply to all future supplies, services or offers of LucaNet to the Customer even if not expressly agreed between LucaNet and the Customer. Deviating, conflicting or additional general conditions of business of the Customer will not be part of the contract between LucaNet and the Customer unless LucaNet agrees to them expressly in writing.

1 Software License

The licensing of Software occurs in accordance with the following provisions.

1.1 Supply and License Subject Matter

1. LucaNet provides the Customer with the software components specified in Sec. 1 of the Offer Sheet in the object code including the documentation electronically accessible in the software (together also referred to as "Software") as well as the relevant license activation files in each case. The supply of the Software takes place by the Customer downloading the software itself from the website www.lucanet.com. LucaNet will send the Customer the license file by e-mail.

2. The contractual properties of the Software are shown exclusively in the specification attached to the Offer Sheet unless additional provisions on the properties of the Software are otherwise provided in the Offer Sheet and the order. The terms of the Offer Sheet shall be incorporated into and form a part of this General Terms and Conditions.

1.2 User Rights

1. Subject to and in accordance with the terms and conditions herein, LucaNet grants the Customer a non-exclusive right to use the Software specified in Sec. 1 of the Offer Sheet unlimited in time. This grant of user rights is subject to the condition precedent of full payment of the purchase price. The permitted use includes the installation of the Software, loading in the working memory and the use by the Customer in accordance with the regulations and restrictions in this Section II.

2. The Software consists of a server component and a client component. The customer may only install the server component on the number of servers stated on on the Offer Sheet and may only use the number of databases with write access stated on the Offer Sheet. If no restriction of the number of databases with write access is made on the Offer Sheet, the right of use is only granted for one database with write access. Further, the Customer may install the Software only for the number of named natural persons shown in the Offer Sheet (hereinafter "Users") (Client Access License – "CAL"). The installation of Users takes place through the user management of the Software. The Users only have the limited user rights specified in the Offer Sheet (e.g. read- or write permissions).

3. The Customer may employ the Software only for the purpose of processing its internal business matters. In addition, the Customer may also employ the Software for processing internal business matters of the number of Group Companies listed in the Order Sheet. The Customer in that case has the right, within the framework of the licensed user contingent, to also install Users for the Group Companies stated in sentence 2. "Group Companies" in the meaning of this provision are all "related corporations" of the Customer in the meaning of "related corporations" as defined in section 6. of the Singapore Companies Act. Cap. 50.

   The number of accounting areas provided to the Customer in the software corresponds to the number of licensed companies.

   If the Customer has acquired a license described as a "Consulting License", in deviation from the restrictions in this para. 3, the Customer may not use the Software for dealing with internal business matters but exclusively for the provision of consulting services to third parties.

4. The Customer may not lease the Software or grant a sub-license in connection with the Software in any other manner, pass it on by wire or wireless publicly or make it accessible and may not provide it to third parties (e.g. by way of application service providing or as software as a service). The assignment of user rights to third parties requires the prior written consent of LucaNet, and LucaNet will not refuse this consent inequitably.

5. The Customer may not change, translate, re-engineer or disassemble the Software or alter any protection notices of any kind contained therein. The Customer agrees that all proprietary right, title and interest in and to the Software, including all intellectual property rights therein and in connection with documentation related to the Software, are owned by LucaNet or its licensors, respectively. If the Software has interfaces to third-party software, the applicable law shall apply. In that case, the Customer must, prior to the decompiling, request the information from LucaNet necessary for establishing inter-operability.

6. Serial numbers as well as other programme identification marks may not be removed from the Software or changed by the Customer.

7. The Customer undertakes to completely delete the Software stored on any machine-readable data carrier or data processing appliances prior to their destruction, sale or passing on in any other manner. The Customer is liable for all losses incurred by LucaNet or its suppliers due to non-compliance with this obligation.

8. In the event that the contractual agreement about the license purchase is ended, irrespective of the legal ground therefore, all rights revert to LucaNet without further assignment.

9. At the request of LucaNet, the Customer shall enable LucaNet to check that the software is being used correctly; in particular whether the Customer is using the program within the scope of the licenses purchased by the Customer in terms of quality and quantity. For this purpose, the Customer shall provide LucaNet with information, grant insight of relevant documents as well as allow the hardware and software environment used to be checked. LucaNet is allowed to carry out the check online itself. On the Customer 's premises, LucaNet is allowed to carry out the necessary checks itself during its regular business hours, or may have this undertaken by third parties which have been obliged to uphold confidentiality. LucaNet shall make sure that the commercial operations of the Customer are disrupted to the minimum extent possible by its activities on the premises.

1.3 Remuneration

The remuneration for the acquisition and licensing of the Software is shown in the Offer Sheet.

1.4 Warranties

1. LucaNet warrants the contractual properties and also that the Customer can use the Software without infringement of third-party rights.

2. LucaNet is, in the case of material defect, firstly entitled to provide an improvement i.e. at its own discretion to remedy the defect (repair), or replace the Software. In the course of replacement, the Customer will accept any new version of the Software unless this leads to unreasonable adverse effects. The Customer must, with regard to a defect, accept at least three efforts at repair. In the case of defects of title, LucaNet will, at its discretion, ensure that the Customer has the possibility to use the Software without legal objection or so modify the Software such that third-party rights are no longer infringed.

3. LucaNet is entitled to perform the repair in the premises of the Customer. LucaNet also satisfies its obligation to repair by providing updates which include an automated installation routine or by showing the Customer reasonable circumvention possibilities in order to avoid the effects of the defect.

4. With the exception of compensation claims, warranty claims are limited to one year. The limitation period begins with the receipt of the license activation file by the Customer. The warranty period for any repaired or replaced Software shall be the unexpired remaining portion of the abovementioned warranty period.

1.5 LucaNet.ETL

1. The expense for the implementation of interfaces for extraction, transformation and loading of data from previous systems (hereinafter "ETL Converter") and training at the Customer will be invoiced separately. The provisions regarding the grant of rights (1.2 above) also apply to ETL Converters developed by LucaNet.

2. If an ETL Converter is developed at the request of the Customer, the Customer is also liable, apart from the agreed consideration for the development of the ETL Converter, for expenses, travelling expenses and other outlay to third parties incurred in the course of the development.

1.6 Hardware Requirements

The Customer is responsible for providing adequate computer and network capacity for the intended use of the Software. Information sheets prepared by LucaNet about the requirements for Software are only of an informative character and provide only rough indications for the sizing of the hardware.

2 Support Services of LucaNet

2.1 Provision of Services

The Customer can request additional support services from LucaNet (e.g. consultation, training and/or customising). These services are charged in accordance with the time actually spent. In case the Offer Sheet does not contain any daily or hourly rates, the general prices of LucaNet at the relevant time apply.

2.2 Cooperation of the Customer

The Customer will cooperate to the best of its ability with LucaNet in the provision of support services. In particular, the Customer will provide LucaNet with complete and correct relevant information and, insofar as necessary, also explain this. This includes in particular, historical data, the relevant annual or group accounts and other relevant information for the preparation of annual and group accounts. This also includes all relevant data for the creation of the desired ETL processes.

2.3 Remuneration

1. The rates of remuneration for the support services of LucaNet are shown in the relevant Offer Sheet.

2. The Customer has the right to cancel training ordered at any time. In the case of cancellation up to six working days prior to the beginning of the first intended date of the training, 50% of the total agreed remuneration for the training will be charged. In the case of cancellation up to three days prior to the beginning of the first date for the training, 100% of the total agreed remuneration for the training will be charged.

3 Maintenance and Support

For the maintenance and support service package, the following provisions apply.

3.1 Scope of Services

1. Under the maintenance and support service package, LucaNet will further develop the Software, remedy errors and provide the Customer regularly with new versions of the Software (minor and major releases). New versions of the Software will be provided exclusively electronically. The Customer undertakes to install and use the up-to-date version of the Software. The subject-matter of the software maintenance is always the up-to-date version of the Software licensed to the Customer including any successive extension of the license inventories. The Customer can terminate the maintenance and support service package only as a whole. Partial terminations are not admissible.

2. In addition, LucaNet provides the Customer with a telephone support for technical and application-specific questions from Monday to Friday (excluding national public holidays) from 9:00 to 17:00 SGT. General management consultancy or basic training of users is not part of the telephone support.

3. As far as ETL Converters developed by LucaNet are concerned, LucaNet will endeavour to adjust the ETL Converters to future versions of other IT systems if it is an ETL Converter to standard software in its standard configuration. Since the other IT system is outside the sphere of influence of LucaNet, proper interaction of the ETL Converter with future versions of other IT systems cannot be guaranteed. The expenses, travelling expenses and other outlay to third parties arising in the course of adjustment of the ETL Converter to new versions of other IT systems shall be borne by the Customer.

3.2 User Rights

The Customer is granted the same user rights granted to it under the General Terms and Conditions in connection with the Offer Sheet to the software elements created and supplied by LucaNet in the course of the maintenance and support service package in each case with the supply of the individual software element.

3.3 Remuneration

1. LucaNet charges monthly remuneration for the maintenance and support service package, the amount of which is shown in the relevant Offer Sheet. If the Customer licenses additional Software (e.g. additional modules, users or companies), the remuneration shall increase accordingly and will be adjusted from the following month according to the new calculation basis. The calculation basis is the license price of the entire Software licensed to the Customer without any discount granted and without VAT as shown in the relevant Offer Sheet. With regards to the ETL Converter delivered to the Customer, the calculation basis of the remuneration increases by the amount specified in the Offer Sheet.

2. The remuneration is charged beginning from the month following the supply of the Software. The remuneration is payable in each case for 12 calendar months in advance.

3.4 Term and Termination

The maintenance and support service package has a minimum term of 12 calendar months. The maintenance and support service package is automatically extended by 12 calendar months in each case unless terminated by one of the parties with three months' notice expiring at the end of the minimum term or of the extended term as the case may be.

4 LucaNet.Cloud

If the Customer has ordered the server hosting package, the following provisions apply.

4.1 Scope of Service

1. Under the LucaNet.**Cloud** service package, LucaNet provides the Customer with computer capacities on a server for the operation of server components of the Software. LucaNet enables the Customer transmission of data according to SSL 3.0 and proprietarily encoded. LucaNet endeavours to achieve reasonable loading times within its own operational possibilities.

2. LucaNet will establish and maintain the connection between the server and internet and will use reliable carriers. LucaNet is responsible only up to the interface of the server provided by LucaNet to the internet.

3. LucaNet will ensure daily data backups and maintain the server regularly. The data backups will be saved in each case for 30 days. During the performance of data backups or maintenance (usually between 1:00 and 5:00 SGT) the server is not available or only available with restrictions.

4. LucaNet will endeavour to avoid temporary interruptions in the availability of computer capacities which exclude their suitability for the contractually intended use or restrict it to a not insignificant extent but cannot completely exclude such interruption.

5. LucaNet will inform the Customer after conclusion of the contract of the access data to the data bank hosted on the server.

4.2 Remuneration

1. The Customer pays LucaNet for the LucaNet.**Cloud** service package a one-time installation fee and a monthly user fee. The amount of these fees is shown on the relevant Offer Sheet.

2. The obligation to pay the remuneration begins with the month following the supply of the Software, in the case of subsequent orders of the LucaNet.**Cloud** service package, with the beginning of the month following the first performance. The remuneration is payable in each case for 12 calendar months in advance.

4.3 Term and Termination

The LucaNet.**Cloud** service package runs for an indefinite term and can be terminated by either party with one month's notice in writing expiring at the next calendar month. For the period after the ending of the LucaNet.**Cloud** service package, user fees already paid by the Customer in advance will be reimbursed by LucaNet proportionately for the months for which the provision of service has not yet begun.

4.4 Responsibility of the Customer

In order for LucaNet to perform its obligations herein, the Customer shall establish and maintain the conditions of its system for the use of the server, in particular a permanent internet connection with adequate band width.

4.5 Interruptions

1. In the event of an interruption of the server operation or the communication connection, the Customer will inform LucaNet thereof without delay in writing stating the effects of the interruption, the circumstances in which it arises and how it is to be graded in the view of the Customer. The Customer will support LucaNet with its best endeavours in the search for the cause of the interruption and ensure that all cooperation of the Customer or its agents necessary for the remedying of the interruption is provided in time and free of expense for LucaNet.

2. If interruptions are caused within the sphere of operation of the Customer, LucaNet is entitled to charge the Customer for the expenses thereby arising at the rates of remuneration applicable for the services.

5 General Conditions

5.1 Conclusion of Contract

All offers of LucaNet are subject to change and non-binding unless expressly marked as binding.

5.2 Terms of Payment

The standard payment term of LucaNet is 30 days, unless defined otherwise on the sent invoice. Payments need to have been made on the expiry date of the invoice at the latest. Should delivery of the software or service be subject to delay caused by principal, the term of payment will be suspended for the same period of time as the delay. Should the delivery be delayed at no fault of principal, the expiry date stated on the invoice will remain valid. All costs to make a payment are for account of principal. Should the expiry date on the invoice not be observed, LucaNet is authorised to charge principal, to compensate for loss of interest, which shall amount to EURIBOR + 8% of the amount due on an annual basis. Until all payments regarding the delivery of the software have been made, principal has no right of use of the software, unless LucaNet agrees to premature usage in writing. Should LucaNet not be able to observe the abovementioned terms of delivery, LucaNet will upon first request in writing from principal remunerate the payments made for the subjects which cannot be delivered.

5.3 References

LucaNet is entitled to cite the Customer (including having the right to publish logos or trademarks of the Customer) in publications of any kind whatsoever for the purposes of showcasing the Customer as a reference Customer after confirmation by the client.

5.3 Liability

The liability of LucaNet, in particular for damages as well as claims for the reimbursement of expenses is limited as follows: LucaNet is liable without restriction in the case of intent or gross negligence, for injury to life, body or health in accordance with applicable law and to the extent of any warranty provided by LucaNet herein. LucaNet shall not be liable to the Customer by reason of any representation (unless fraudulent), or any other conditions, warranties, stipulations or other statements whatsoever concerning the Software or the services provided herein by LucaNet, whether express or implied, by statute, at common law or otherwise howsoever arising. LucaNet shall not be liable for loss of profit or for any indirect, special or consequential loss, damage, costs or expenses whatsoever (whether caused by the negligence of LucaNet, its employees or agents or otherwise) which arise out of or in connection with the supply of the Software or the provision of services herein by LucaNet.

LucaNet shall not be liable in respect of any delay in carrying out or failure to carry out any of its obligations herein caused by fire, power outage, strikes, acts of terrorism, riots, acts of government, default of suppliers or subcontractors, or any circumstances outside of the reasonable control of LucaNet (hereinafter known as a „force majeure event"). LucaNet shall have the right to extend the estimated time for delivery of its services herein by a reasonable period of time to take into account the force majeure event.

5.4 Miscellaneous

1. The Customer may not use the Software to process or store personal data so as to ensure that LucaNet does not accidently process or uses personal data of the Customer in connection with the provision of services to the Customer (in particular with regard to the "Maintenance and Support" and "LucaNet.**Cloud**" services). The Customer shall be responsible for ensuring compliance with the applicable legislation concerning personal data, and in particular, the Singapore Personal Data Protection Act 2012 and all subsidiary legislation in connection therewith (collectively, the „PDPA"), and shall indemnify LucaNet for any losses, fines, penalties, damages, costs and expenses incurred by LucaNet in the event that LucaNet is found to have infringed applicable laws due to the Customer's negligence in complying with its obligation herein in this provision.

2. Supplements and modifications to the agreements made between the Customer and LucaNet, including the general terms and conditions defined in this document, shall be in writing and signed by authorised persons of the parties. The aforementioned formal requirements also apply to the amendment or revocation of this clause.

3. Any notices or communication in connection with this agreement shall be in writing in the English language. If delivered by courier, the delivery shall be deemed to be duly given on the date of delivery if delivered to the last known address of the party. If delivered by post, the delivery shall be deemed to be duly given 3 working days for all mail posted in Singapore and 7 days if sent to or from an address outside of Singapore (excluding the day of posting). If delivered by facsimile, the delivery shall be deemed to be duly given in accordance with the facsimile number each party shall have notified the other in writing, deemed to be duly given 24 hours after the time of transmission provided no failure of delivery report is received by the sender.

4. LucaNet does not give the Customer any "guarantee" unless LucaNet uses the term "guarantee". If LucaNet uses the term "guarantee" a guarantee in the legal sense can only be understood if the relevant provision expressly states that this paragraph is dispensed with.

5. This agreement, the validity, construction, and interpretation of this agreement, and all aspects of the relationship between LucaNet and the Customer under this agreement, is subject to and governed by the laws of the Republic of Singapore. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the agreement.

6. The parties hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts.

7. If any provisions of the agreements made including these general terms and conditions are or become invalid or unenforceable, the validity of the remaining provisions shall not thereby be affected.