

**SAPStore-sourced
ANNUAL USAGE
AGREEMENT (AUA)**

Definition

To be accepted before using the products, services or information detailed within this document.

Definition

Between

QuantityWare GmbH (hereinafter referred to as “QuantityWare”), Zeiloch 1b, 76646 Bruchsal

and

the organization as defined in the SAPStore purchase transaction and registered in the QuantityWare Service Portal (QWSP) with its full legal name (hereinafter referred to as “Customer”), with its principal offices located at the address as defined in the QWSP.

WHEREAS QuantityWare is a limited liability company duly organized and existing under the laws of the Federal Republic of Germany. The main focus of QuantityWare is to develop and design Quantity Conversion Interfaces for the Oil Industry.

WHEREAS QuantityWare has developed a software solution based on multiple, quantity calculation and related standards, that is an add-on to an SAP system for bulk petroleum calculations. Therefore it may only be used in the scope of a licensed SAP System that is running the SAP industry solution SAP Oil & Gas with the module HPM. It provides an extension of calculation functionality available to the processes within the SAP Oil&Gas system.

WHEREAS Customer is a corporation duly organized and existing under the laws of the STATE and COUNTRY as defined in the QWSP. The main focus of Customer is bulk product-based trade in the Oil, Gas and associated industries.

WHEREAS Customer desires to obtain a license from QuantityWare such software to be enabled to calculate volume correction factors for bulk Petroleum movements in an easy, reliable and professional way.

WHEREAS Customer desires to obtain maintenance services and technical support and similar assistance for the functional extent of the Software.

NOW, THEREFORE, the Parties agree as follows:

Article 1. Definitions

“SAPStore” means a software and services purchasing portal operated and provided by SAP SE.

“Software” means the software product/products known under their commercial names as defined in the SAPStore ordering process.

“License” means QuantityWare is granting to Customer and its subsidiary companies the right to use the software for the term of this agreement. Therefore, the software will be licensed and not be sold.

“Effective Date” means the execution date of this Agreement, if QuantityWare has not set forth a specific date in the signature block for QuantityWare.

“QWSP” means the QuantityWare Service Portal (<https://service.quantityware.com>)

“Customer Group” means all Affiliates and subsidiaries of Customer as defined in the QWSP, attached hereto and incorporated by reference. Any reference to Customer in this Agreement shall include reference to Customer Group.

“SAP” means the company SAP SE (Systeme, Anwendungen und Produkte in der Datenverarbeitung)

“AOI” means an Add On Installation package as defined by SAP.

“CSP” means a Component Support Package as defined by SAP.

“Transport” means data transfer by files created through usage of the SAP Transport and Management System of a QuantityWare maintenance system as defined by SAP.

“Usage Fee” means a combined license and maintenance fee based on the scale and usage profiles as defined in the SAPStore ordering process.

“SaaS” means “Software as a Service” whereby the software is installed in the appropriate “Customer Groups” systems.

Article 2. License

2.1 QuantityWare herewith grants to Customer as of the Effective Date a nonexclusive, non-sub-licensable and nontransferable license to use and distribute the Software within the Customer organization, including the Customer Group, which includes the use by all employees and sub-contractors within the Customer organization only at the Customer locations. A Customer location is any office or room that is considered to belong to Customer, either as proprietor or as tenant. In any and all cases the use may only be made available to the aforementioned sub-contractor if the terms and conditions of this agreement are subject to the user license.

2.2 The License grant is limited to the term of this agreement. Customer's entitlement to receive services based on this agreement, such as the right to use the software solution and to receive maintenance services is valid only once complete payment of the Usage fee for the current term of this agreement has been irrevocably received by QuantityWare. QuantityWare reserves the right to withhold any and all services until full payment has been irrevocably received.

2.3 The parties agree that the comprehensiveness of performance with respect to the software is limited to the usage that is explicitly described in this agreement. Any and all other use of the Software is strictly forbidden, unless with prior written consent of QuantityWare, which consent may be denied without any reason.

2.4 Except as expressly set forth in this Agreement, or expressly agreed otherwise by and between the Parties of this agreement in writing, no license or right is granted to Customer, by implication, estoppel, or otherwise, under any patents, copyrights, mask works, trade secrets, or other intellectual property by virtue of entering into this Agreement and installing and using the Software.

2.5 Customer understands and agrees that their personal data shall be stored for the term of the agreement. QuantityWare stores only the personal data that are necessary to fulfill the duties of the agreement that we have entered into with Customer. These data contain, but are not restricted to, Names, Telephone Numbers, E-Mail Addresses, Fax Numbers, Company Positions and Business Addresses. Such data shall be used exclusively for QuantityWare purposes. QuantityWare will not disclose these data to any third party. The security of

Customer data is of utmost concern. QuantityWare will exercise due care and attention to the storage and maintenance of such data as defined in the German “Bundesdatenschutzgesetz” (BDSG) (English: “Federal Data Protection Act”) and the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016. In the unlikely event that any abuse or unauthorized access to such customer data becomes known to QuantityWare, it will inform Customer management representatives immediately as to the nature of breach and the extent of data compromised. Upon Agreement termination, Customer may request the deletion of their data.

2.6 Within the term of the Agreement, Customer may upgrade to the latest supported release of the QuantityWare software available for Customers’ SAP Oil and Gas release level for no additional licensing cost.

Article 3. Restrictions

3.1 Customer may not copy, modify or create derivative works, reproduce, disclose, lease, sell, distribute, sublicense, transmit or transfer all or any part of the Software except as for backup copies and to provide copies for use within the Customer Corporation. Customer also agrees to use reasonable efforts to prevent such actions for any copy of the Software that Customer has received subject to this Agreement. Customer will keep the original and copies in Customer’s direct possession or direct control at all times. Notwithstanding the foregoing, this provision shall not preclude Customer from using the functions that QuantityWare has built into the Software and are intended to be user options including but not limited to the ability to configure the Software, create interfaces to other SAP System-based functionality or to feed data into or out of the Software.

3.2 Customer may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form as provided in this Agreement

3.3 Customer may not make the Software available over the internet or similar networking technology. However, the networks and computers upon which the Software resides may be connected to the Internet or other external networking technology and Customer may connect to such networks via the Internet or other external networking technology using such reasonable security measures as Customer customarily uses.

3.4 Customer may not remove any copyright or patent notices, trademarks, trade names, service marks, logos, restricted rights legends, or other proprietary or confidential notices from the Software or the media.

3.5 Any use, directly or indirectly, for military purposes or nuclear research or purposes that may inflict serious harm to human life or physical health is strictly prohibited.

Article 4. Delivery

The software will be made available by QuantityWare to Customer in the form of an AOI package to be downloaded at Customer's responsibility. The AOI package can be implemented via the standard SAP-system transaction SAINT.

Article 5. Maintenance

5.1 QuantityWare will provide maintenance offerings, technical support and similar assistance for the functional extent of the software as described in **Annex 1** of this agreement attached hereto and incorporated by reference.

5.2 The maintenance offerings are as follows:

5.2.1 QuantityWare makes available a 24x7x365 remote support service and remote technical assistance necessary to technically install, maintain and, in future to correct reproducible defects.

Technical Installation of the software is the effort required to allow the QuantityWare provided Test Reports (the "Installation Test") to be completed successfully as documented in the currently valid QuantityWare manual "BCS <release> Technical Installation Manual".

If customer "Test Scenarios" are available in the customer system, included in the maintenance agreement is one single day of remote consultancy per SAP release upgrade to confirm correct functionality of QuantityWare products.

No actions, consultancy or other work for Customer at sites other than those owned or operated by QuantityWare are part of this agreement.

5.2.2 In scope of maintenance services to be provided under this agreement QuantityWare will evaluate and correct reproducible defects upon receipt of a detailed fault report from Customer which will enable QuantityWare to reproduce such defects in QuantityWare's maintenance systems. The fault analysis and correction procedure will only be made online.

In execution of the fault correction procedure, QuantityWare may connect via the internet to a Customer system in which the defect can be demonstrated. In case of a reproducible defect in QuantityWare code QuantityWare will in general provide Customer with a software package to be downloaded that contains all needed functionalities for the correction of the defect discovered. In general, these functionalities will be newly developed by QuantityWare or result as a part of an alteration of the Software's current functionality. Any and all updates will be provided by means of "CSP" or "transport" by QuantityWare and will be fully documented.

5.2.3 QuantityWare guarantees that any and all faults, as described in Article 5.2.2 of this agreement, will be remedied according to the definitions in the "Support Service Priority Definition" document attached hereto and incorporated by reference. QuantityWare will inform Customer by e-mail or support ticket in the likelihood that the defect correction procedure will exceed twenty (20) working days.

5.2.4 QuantityWare has the sole right to continuously develop and to change the Software, however has no obligation to do so. However QuantityWare will in case of changes leave the functionality of the licensed software for the term of the license unchanged.

5.2.5 Customer may request QuantityWare to extend the functionality of the software to include the adoption of new national / international CTPL Standards.

Only national / international standards that are applicable to the products EXPLICITLY DEFINED IN THE "SUPPORTED PRODUCTS" documentation of the licensed software will be implemented.

Only national / international standards that are publicly released and for which no additional third-party licensing charge is required, are subject to this agreement.

Customer must provide full documentation describing the theoretical function of the requested VCF standard and/or standards. Once the documentation is accepted by QuantityWare as being adequate for the basis of implementation, QuantityWare will implement the required standard and/or standards, within a time-period agreed with Customer on an individual basis. The completed functionality will be released for download to all customers with valid QuantityWare Annual Usage Agreement in the form of Transports or a CSP. All actions to be

performed by QuantityWare during the provision of the standard implementation within the software will be provided within the auspices of this agreement.

5.2.6 Customer may ask QuantityWare to implement calculation algorithms and business rules within the architecture of the QuantityWare Solution BCS, within the scope of the definition in Article 5.2.5 of this agreement. If these algorithms and business rules are considered to be Intellectual Property of Customer, and therefore are to be protected against general release to all customers, Customer must pay for the implementation and delivery of such algorithms and business rules the costs of which must be defined in a separate agreement. This implementation work will be delivered remotely from a QuantityWare site. If the implementation work is to be delivered locally at a Customer site, travel expenses and time will be reimbursed by Customer.

5.3 Customer's duties in the course of Maintenance

5.3.1 It is strictly Customer's duty and obligation to give QuantityWare sufficient information in a defect report in the format defined in QuantityWare "Note 52" (as referenced in Annex 2), which must be provided by creating a ticket in the QWSP (<https://service.quantityware.com>), or any further contact mechanism which QuantityWare may provide, that enables QuantityWare to reproduce the discovered defect. Therefore QuantityWare will provide an adequate reporting mechanism to be used to report any and all defects discovered to QuantityWare. The use of this mechanism is mandatory to ensure sufficient information in all aspects especially for, but not limited to the description, the definition, the ascertainment and the communication of defects is made available to QuantityWare.

5.3.2 Customer shall provide QuantityWare, free of charge, access and permission to use any and all information, internal resources, personnel and facilities, including equipment, software, passwords, network access, and disk space that are deemed to be necessary to provide the Services according to this agreement. Customer acknowledges that its failure to provide information, material, access and customer deliverables may lead to increased costs and delays in the defect correction procedure. Customer shall designate a suitably qualified employee to be responsible for defect reporting and all communication with QuantityWare. The employees' duties will include, but are not limited to, the response to inquiries and requests by QuantityWare. Customer will assure itself that such an employee will have access to any and all information needed by Customer to provide the services required. QuantityWare

agrees Customer may deny remote access if Customer determines, in its sole discretion, QuantityWare cannot establish a secure connection to Customer's network.

5.3.3 QuantityWare will develop software updates from time to time. Customer is hereby expressly informed that it is mandatory for technical reasons and in order to maintain a functioning software system, to install all updates provided. Therefore, the parties agree that Customer has a binding obligation to upload and install each update version provided by QuantityWare. The installation of the latest update version and the attainability of the purpose for which the updates are provided is strictly part of Customer's responsibility.

Customer may decide not to follow the QuantityWare-defined Maintenance schedule; however this is performed at Customer's own risk. One of the possible consequences of this action is that sequentially following "Standard" from QuantityWare offered maintenance packages, may no longer be compatible with the Customer -specific Maintenance level and a payable service is required to rejoin the 'Standard' from QuantityWare released and published Maintenance schedule. If the customer decides not to apply the maintenance packages made available by QuantityWare, payment obligations will remain as is, although the software maintenance results may not be fully used.

Article 6 Liability, Remedies, No Exclusivity

6.1 Nothing in this Agreement shall exclude or limit QuantityWare's liability for:

- (6.1.1) its indemnification obligations under this agreement;
- (6.1.2) gross negligence or willful misconduct of QuantityWare or its respective employees, agents or contractors;
- (6.1.3) death or personal injury; or
- (6.1.4) fraudulent misrepresentation.

6.2 Nothing in this agreement shall exclude or limit Customer's liability for:

- (6.2.1) the infringement of QuantityWare's intellectual property rights;

(6.2.2) gross negligence or willful misconduct of Customer or its respective employees, agents or contractors;

(6.2.3) death or personal injury; or

(6.2.4) fraudulent misrepresentation.

6.3 Except for its liability under Sections 6.1 or 6.2, neither Party shall be liable to the other in contract, tort, negligence or otherwise for any losses which are not reasonably foreseeable or for any indirect or consequential or economic loss whatsoever, including but not limited to loss of business, use, profits, future contracts or anticipated savings.

6.4 Customer acknowledges that in entering into this Agreement, it does not do so on the basis of, or rely upon, any representation, warranty or other provision except as is specifically set forth in this Agreement, and accordingly all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.5 The aggregate liability of Quantity Ware under this Agreement other than set forth in articles 6.1 and 6.2 shall not exceed the total amounts paid by Customer to Quantity Ware under this Agreement during the one-year period immediately preceding the event which gave rise to the claims.

6.6 Customer and QuantityWare disclaim any and all liabilities or damages, other than those expressly provided in this Agreement, to the extent permitted by law.

6.7 Customer acknowledges that QuantityWare may, now or in the future, engage in similar transactions with third parties, including Customer's competitors. Customer acknowledges that nothing in this Agreement shall prevent QuantityWare from working for third parties or limit QuantityWare the advice or services it provides to third parties.

Article 7. Independent Contractor Status

7.1 In performing the Services, QuantityWare (and its employees, agents and sub-contractors) shall be deemed independent contractors of Customer, and not an employee, agent, joint venture or other partner of Customer. Nothing in this Agreement shall be

interpreted or construed as creating or establishing the relationship of employer and employee between Customer and either QuantityWare or any QuantityWare employee.

7.2 QuantityWare employees shall be engaged to perform specific work and be solely responsible for determining the means and methods for performing the required work. However, QuantityWare employees performing Services on Customer premises shall abide by all of Customer's rules and regulations while performing Services on Customer's premises, including, but not limited to, safety, health and hazardous material management rules.

7.3 Employees assigned to projects under this Agreement shall be deemed employees only of their employers and this agreement is not intended to create a co-employment situation.

Article 8. Solicitation of Employees.

8.1 Each party acknowledges that the other provides a valuable service and contribution by identifying and assigning personnel in respect of the Services. Each party further acknowledges that it would receive substantial additional value and that the other parties would be deprived of the benefits of its workforce if it were to directly engage any member of the other's personnel introduced to it by the other party.

8.2 No member of either party's personnel shall, without the prior written consent of the other party, actively solicit for recruitment, any member of the other's personnel who is or has been assigned to perform or participate in any of the Services for a period of ninety (90) days after the completion of each project of this Agreement for whatever reason.

Article 9. Royalties and Fees

9.1 NET Pricing is defined based on the scale of QuantityWare product usage and complexity of QuantityWare product usage, as defined by Customer in its completed and latest Usage Questionnaire previously submitted to and confirmed by QuantityWare. This figure is the basis for all current Usage agreements.

9.2 Customer shall pay upon effective day of this Agreement as consideration for the license and the maintenance offerings to be provided under this agreement an annual usage fee payment as defined in the SAPStore ordering process.

9.3 The price defined in the SAPStore ordering process is:

- Inclusive of an additional convenience service charge when compared to the publicly available prices published by QuantityWare on its website and calculated by the QuantityWare Usage Questionnaire automated form.
- Exclusive of VAT or other taxes, including but not limited to customer local duties, taxes or levies due at the time of import. Customer shall be solely responsible for the payment of any such additional sums and perform all local taxation withholding on behalf of QuantityWare.

Article 10. Ownership and Intellectual and Industrial Property Rights

10.1 The License gives Customer a limited license to use the Software as described above in Article 2 of this agreement. QuantityWare retains all right, title and interest, including all proprietary rights such as copyright and intellectual property rights, in and to, the Software, and all copies thereof. The Software is protected by copyright laws and international treaties. Customer's use of the Software and associated documentation is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. QuantityWare may make changes to the Software at any time, however QuantityWare will limit changes in existing functionality to those technically necessary to facilitate new or extended functionality.

10.2 Customer shall use the Intellectual and Industrial Property Rights only in connection with a normal usage of the Software.

10.3 Customer does acknowledge that QuantityWare is the sole and only proprietor of the right, title and interest in the Software and the Intellectual and Industrial Property Rights. Customer undertakes nothing to challenge the ownership of QuantityWare or the validity of the Intellectual and Industrial Property Rights of QuantityWare.

Article 11. Source Code

11.1 Customer does not acquire any rights as to the source code of the Software.

11.2 Customer acknowledges that the source code is and shall remain in the sole ownership of QuantityWare.

Article 12. DISCLAIMER

THE SOFTWARE IS PROVIDED ON AN “AS IS” BASIS WITH NO SPECIFIC GUARANTEES AND/OR WARRANTIES, EXCEPT TO THE EXTENT PROVIDED OTHERWISE IN THIS AGREEMENT.

HOWEVER, QuantityWare WARRANTS THAT: (A) THE SOFTWARE WILL FUNCTION IN ACCORDANCE WITH ITS SPECIFICATIONS AND ASSOCIATED DOCUMENTATION; (B) IT HAS ALL RIGHT, TITLE, INTEREST AND AUTHORITY NECESSARY TO LICENSE THE SOFTWARE AS PROVIDED IN THIS AGREEMENT AND SHALL KEEP AND MAINTAIN THE SAME THROUGHOUT THE TERM OF THIS AGREEMENT; (C) THE SOFTWARE DOES NOT CONTAIN AND WILL NOT RECEIVE FROM QUANTITYWARE DATA TRANSMISSION VIA MODEM OR ANY OTHER MEDIUM ANY VIRUS, WORM, TRAP DOOR, BACK DOOR, TIMER, CLOCK, COUNTER, TIMEBOMB, LIMITING ROUTINE, INSTRUCTION, OR DESIGN THAT WOULD ERASE DATA OR PROGRAMMING OR OTHERWISE CAUSE THE SOFTWARE TO BECOME INOPERABLE OR INCAPABLE OF BEING USED IN THE FULL MANNER FOR WHICH IT WAS DESIGNED AND CREATED WITHIN THE LICENSE VALIDITY PERIOD. IN THE EVENT OF THE BREACH OF THE AFOREMENTIONED WARRANTIES, CUSTOMER SHALL GIVE QUANTITYWARE NOTICE OF THE BREACH, AND CUSTOMER’S EXCLUSIVE REMEDIES FOR SUCH BREACH SHALL BE, TO EITHER (1) HAVE QUANTITYWARE TAKE SUCH ACTIONS, AT ITS SOLE COST AND EXPENSE, AS ARE NECESSARY TO CAUSE THE SOFTWARE TO COMPLY WITH SUCH WARRANTIES, OR (2) RETURN THE SOFTWARE TO QUANTITYWARE IN EXCHANGE FOR A REFUND OF ALL LICENSE FEES PAID BY CUSTOMER TO QUANTITYWARE IN THE CURRENT LICENSING PERIOD. QuantityWare DOES NOT WARRANT THAT THE SOFTWARE IS COMPLETELY ERROR-FREE OR WILL OPERATE WITHOUT ANY INTERRUPTION.

QuantityWare WILL HAVE NO RESPONSIBILITY FOR ANY OR ALL DEFECTS STEMMING FROM THE UNDERLYING SAP SYSTEM, ITS CONFIGURATION OR CUSTOMISING NOT DOCUMENTED IN THE APPROPRIATE QuantityWare PRODUCT IMPLEMENTATION GUIDE.

QUANTITYWARE USES THE PROTECTION SERVICES OF AN AUTOMATICALLY UPDATED CLIENT-SERVER-BASED ANTI-VIRUS SOLUTION (INCLUDING TROJAN AND MALWARE PROTECTION). AT THE TIME OF CONTRACT AGREEMENT, THE PRODUCT USED IS THE MICROSOFT “DEFENDER” PACKAGE.

THE SOFTWARE IS NOT LICENSED FOR USE BY, OR INTENDED TO DIRECT OR INSTRUCT ANY PARTY IN THE DEVELOPMENT OF ANY IMPLEMENTATION WHERE FAILURE OF THE IMPLEMENTATION COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR.

Article 13. Piracy

13.1 The Parties shall inform each other immediately if and when they obtain any information on piracy acts in connection with or in relation to the Software.

13.2 The Parties shall render to each other any and all help necessary to fight such piracy acts and to defend the proprietary nature of the Software, including but not limited to cooperation in any piracy enforcement litigation. Each party shall cover its costs in connection with such litigation.

Article 14. Third Party Rights and Force Majeure

14.1 QuantityWare used its best efforts to avoid the infringement of third parties' rights when developing the Software and associated documentation.

QuantityWare shall indemnify, defend and hold the Customer Group harmless from and against any and all liabilities, damages, costs and expenses (including attorneys' fees and litigation costs) arising from or relating to any and all claims, demands and actions ("Claims") brought against any member of the Customer Group so far as it is based upon any infringement of intellectual property rights by the Software and/or associated documentation delivered hereunder.

As a condition of such defense and indemnification as above, Customer shall give QuantityWare prompt written notice of any alleged Claim, full authority to defend and settle such Claims and all reasonable assistance to QuantityWare (at QuantityWare's expense) as may be requested by QuantityWare.

If, as a result of a Claim, Customer becomes enjoined from using the Software, QuantityWare shall either procure for Customer the right to use the Software or provide Customer with a replacement product that is non-infringing and meets substantially the same functional specifications and performance as the current Software, or, if the foregoing are not feasible, remove the infringing Software and refund to Customer the price thereof.

QuantityWare shall have no obligation to defend or indemnify the Customer Group with respect to any Claim of infringement of any intellectual property rights, statutory, express or implied, arising out of or relating to either the modification of the Software by Customer or the

combination or incorporation of the Software or of elements thereof with or into any other products not recommended by QuantityWare for use with the Software.

14.2 Neither Party shall be liable for any delay in performing or failure to perform obligations of this agreement if the delay or failure results from events or circumstances outside its reasonable control (such as strikes, lock-outs, faults of suppliers or subcontractors, acts of God and similar). Such delay or failure shall not constitute a breach of this agreement and the time for performance shall be extended by a period equivalent to the duration of any such event or circumstance. However, the Party affected by such force majeure event shall diligently take all commercially reasonable steps to mitigate the effects of the event of force majeure as soon as reasonably possible.

Article 15. Taxes and Audits

15.1 Neither Party shall be responsible for the payment of, nor shall it be required to reimburse the other Party for, any taxes or duties of any kind assessed against the other Party by any governmental authority in connection with the subject matter of this Agreement, unless specifically stated.

15.2 If Customer is out of compliance with the software usage as defined in the customers QWSP presence.

Customer will have 30 (thirty) days from the receipt of the written notification of non-compliance from QuantityWare to clarify usage, correct any inadvertent issues and pay undisputed amounts.

Article 16. Term and Termination

16.1 The initial term of this Agreement is one calendar year.

16.2 Nevertheless, QuantityWare shall have the right at its discretion to terminate with immediate effect this Agreement at any time by giving written notice to Customer if:

- Customer breaches any of its obligations under the terms of this Agreement; provided however, the termination shall not become effective if Customer shall discontinue the breach and remedy its consequences to QuantityWare's satisfaction within thirty (30) days following the date of notice of the breach; or
- Customer sells the business operations (a sale of Customer's stock on the public market shall not constitute a sale of Customer's business operations); or

- In case of a change in control regarding Customer, resulting in customer leaving the Customer Group, or if the legal form of Customer's incorporation changes (a sale of Customer's stock on the public market shall not constitute a change of control); or
- Customer challenges the validity of QuantityWare's Intellectual and Industrial Property Rights on the Software; or
- Customer becomes insolvent, makes a general assignment for the benefit of creditors, bankruptcy or receivership proceedings are instituted against the assets of Customer or are dismissed for lack of assets.

If none of the above conditions are true, and customer has been and is currently fulfilling its contractual obligations, QuantityWare will not exercise its right to terminate the contract with immediate effect.

16.3 Customer shall have the right to terminate with immediate effect this Agreement at any time by giving written notice to QuantityWare if:

- QuantityWare breaches any of its obligations under the terms of this Agreement; provided however, the termination shall not become effective if QuantityWare shall discontinue the breach and remedy its consequences to Customer's satisfaction within thirty (30) days following the date of notice of the breach; or
- In case of a change in control regarding QuantityWare, or if the legal form of QuantityWare's incorporation changes; or
- QuantityWare becomes insolvent, makes a general assignment for the benefit of creditors, bankruptcy or receivership proceedings are instituted against the assets of QuantityWare or are dismissed for lack of assets.

If none of the above conditions are true, and QuantityWare has been and is currently fulfilling its contractual obligations, Customer will not exercise its right to terminate the contract with immediate effect.

16.4 The Confidentiality Agreement as defined in the QWSP survives the termination of this Agreement.

Article 17. Severability

17.1 Should one or more of the provisions contained in this Agreement be, or become fully or in part invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of

the remaining provisions in this Agreement shall not in any way be affected or impaired thereby. Provisions which are fully or in part invalid, illegal, or unenforceable shall be replaced by a provision which meets the purpose of the replaced provision.

17.2 The same applies in case of any omission in this Agreement.

Article 18. Dispute Resolution, Governing Law and Jurisdiction

18.1 The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of both Parties, then each Party shall nominate one senior officer of the rank of Vice President, Division General Manager or higher as its representative. These representatives shall, within thirty (30) days of a written request by either Party to call a meeting, meet in person and alone (except for one assistant for each Party) and shall attempt in good faith to resolve the dispute. If the dispute cannot be resolved by the senior officers in the meeting, the Parties agree that they shall, if requested in writing by either Party, meet within thirty (30) days after the written request for one day with an impartial mediator and consider dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within thirty (30) days after the one day of mediation, either Party may begin litigation proceedings. This procedure shall be a required prerequisite before taking any additional action under this Agreement. If either Party in its sole discretion believes that the other Party has communicated or is about to communicate Confidential Information to a third party in breach of this Agreement, it may seek immediate injunctive relief, including, but not limited to, a restraining order, to stop the dissemination of such information without breach of this Section.

18.2 This Agreement shall be governed by and construed under the laws of the Federal Republic of Germany, excluding the application of the CISG Rules.

18.3 Place of jurisdiction shall be Karlsruhe, Germany. The language of any legal actions shall be English.

Article 19. Language and Amendments

19.1 This Agreement has been drafted and concluded in English. Any other version has been provided for translation purposes only. The English text version of this Agreement shall prevail

in case of any contradiction between any other text version and therefore will be leading in any case.

19.2 All amendments to this Agreement shall be made in writing and shall be signed by all Parties.

Annex 1

The software shipment as defined in the Customer Agreement documented in the QWSP contains implementations of the QuantityWare software product-related standards:

See Documents:

BCP:

http://www.quantityware.com/wp-content/uploads/BCP_3.0_SupportedStandards.pdf

BCG:

https://www.quantityware.com/wp-content/uploads/BCG_3.0_Supported_Standards_Manual.pdf

QuantityWare provides additional functionality to the extent described in document:

BCP:

http://www.quantityware.com/wp-content/uploads/BCP_3.0_Documentation_Reference_Manual.pdf

BCG:

https://www.quantityware.com/wp-content/uploads/BCG_3.0_Documentation_Reference_Manual.pdf

(Version valid at the time of initial usage key release).

QuantityWare BCP standards implementations fulfil the requirement of SAP's Quantity Conversion Interface and can be used same as ASTM D1250-80 and ASTM D1250-04 in non-modified systems.

QuantityWare provides customising proposals and documentation in electronic form, describing the package installation and implementation procedures.

Annex 2

QuantityWare provides a definition of the information required in order for Customer to open a maintenance service message with QuantityWare under the auspices of this agreement. The structure and extent of the required information is defined under “QuantityWare Note 52 - Remote Support - System log on & Configuration Check”

The latest version of this note is to be found under the link:

<https://www.quantityware.com/support/knowledge-base/?sortOrder=desc&sortBy=date&title=Remote%20Support&type=Notes>

The version of the note current at the time of initial Usage Key provision is valid.