

BCS TEST SOFTWARE USAGE AGREEMENT

Definition

To be agreed to and abided by when 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 requesting the usage keys issued under the submitted Test Usage Key Request form (hereinafter referred to as "Customer"), with its principal offices located at the address submitted on the Test Usage Key Request form.

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 an organisation duly organized, registered and existing under the laws of the country defined on the Test Usage Key Request form. The main focus of Customer is the performance and management of processes within one or more of the Oil, Gas, Chemicals and Transport industries.

WHEREAS Customer desires through non-Productive usage to test functionality and extent of the subscription Service available from QuantityWare licensing 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

“Software” means the software product/products known under the commercial name “Bulk Calculations-Petroleum (“BCP”)

and / or

“Bulk Calculations-Gas (“BCG”)

and its/their additional functions as listed in **Annex 1**, attached hereto and incorporated by reference.

“Service” 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.

“Affiliate” means any legal entity in the worldwide in which the Customer, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.

“Customer Group” means all Affiliates and subsidiaries of Customer incorporated by reference. Any reference to Customer in this Agreement shall include reference to Customer Group.

“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.

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

“Productive usage” means the results of functionality usage are used for data processing, business, commercial, or production purposes.

“TUKR” means “Test Usage Key Request form” – an electronic form available under the address <https://service.quantityware.com>, the completion of which by Customer and acceptance of which by QuantityWare GmbH results in the registration of Customer with QuantityWare GmbH, and the provision of non-productive usage keys for the QuantityWare software products requested by Customer on the TUKR.

Article 2. License

2.1 QuantityWare herewith grants to Customer as of the Effective Date a nonexclusive, non-sublicensable 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 for the period of time for which the test license has been granted as defined in the associated TUKR request.

QuantityWare may provide extensions to the initial Test License grant based upon customer request through a “Test Agreement Extension” Ticket registered in the QuantityWare Service Portal.

Test Agreement License Grants are valid only for limited NON-PRODUCTIVE usage. Upon commencement of the “User Acceptance Testing” (or comparable) Phase of an Implementation project, Customer must apply for a Productive Usage Agreement.

QuantityWare reserves the right to withhold any and all services if any part of this agreement is not observed.

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.

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.

3.6 Customer may not use the Software for Productive Use.

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 remote support service and remote technical assistance necessary to technically install, maintain and, in future to correct reproducible defects.

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 (see 5.3.1) 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 will 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, discovered in the calculation functionality of the software, having a direct effect on project functionality, will be remedied according to the definitions for "Low" or "Medium" priority tickets as listed in the latest version of the document "[Support Service Priority Definition](#)" to be found in the QuantityWare Knowledge Base.

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.

5.3 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 QuantityWare Service Portal <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.

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 or challenge of QuantityWare's intellectual property rights;

(6.2.2) contravention of any of the Articles 2, 3, 11, 13;

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

(6.2.4) death or personal injury; or

(6.2.5) fraudulent misrepresentation.

6.3 Except for its liability under Sections 2, 3, 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 is zero Euro (0€)

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

None for non-Productive Usage.

In the event of Non-authorized Productive usage, Customer will be charged with a minimum of one Annual Period at 300% of the standard QuantityWare productive Annual Usage Agreement rates defined by customer classification and QuantityWare approval thereof, using the QuantityWare Licensing Questionnaire:

<https://service.quantityware.com/licensequestionnaire>.

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 HAVE QUANTITYWARE TAKE SUCH ACTIONS, AT ITS SOLE COST AND EXPENSE, AS ARE NECESSARY TO CAUSE THE SOFTWARE TO COMPLY WITH SUCH WARRANTIES. 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 "FOREFRONT" 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, Customer shall immediately cease all usage of the Software.

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 Article 3 of this Agreement, Customer will have 30 (thirty) days from the receipt of non-compliance notification report to clarify usage, correct any inadvertent issues and pay undisputed amounts. Amounts are defined as the value of productive licenses as defined by customer classification using the QuantityWare Licensing Questionnaire:

<https://service.quantityware.com/licensequestionnaire>.

Article 16. Term and Termination

16.1 The initial term of this Agreement is limited to the validity of the licenses provided as requested by Customer in the associated TUKR. Customer may request the extension of the term of the agreement through based upon Customer request through a “Test Agreement Extension” Ticket registered in the QuantityWare Service Portal. QuantityWare may refuse extension of the agreement for any reason.

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.

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.

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.

QuantityWare

Signature:

Certificate signed

Printed Name:

John Mantle

Position:

Managing Director

Date:

Certificate signed

Location:

Bruchsal, Germany

Annex 1

The software shipment contains implementations of the following standards:

See Documents:

<https://www.quantityware.com/support/knowledge-base/?sortOrder=desc&sortBy=date&title=%22Supported%20Standards%20Manual%22&product=BCG%2CBCP&category=Documentation>

QuantityWare provides additional functionality to the extent described in documents:

BCP: https://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

QuantityWare 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.

QuantityWare

Signature:

Certificate signed

Printed Name:

John Mantle

Position:

Managing Director

Date:

Certificate signed

Location:

Bruchsal, Germany

Annex 2

QuantityWare provides a definition of the information required in order for Customer to open a maintenance support 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/wp-content/uploads/Note-000052.pdf>

The version of the note current at the time of contract signature is attached and included as reference.

QuantityWare

Signature:

Certificate signed

Printed Name:

John Mantle

Position:

Managing Director

Date:

Certificate signed

Location:

Bruchsal, Germany
