

TERMS AND CONDITIONS OF MANAGEDSUPPLIERS.COM

(THE AGREEMENT)

The following terms and conditions constitute a legally binding agreement (the "Agreement") between:

- (1) **Customer** as specified in the Order and
- (2) **Aventario Services GmbH**, located at Triesterstraße 11, AT-8073 Feldkirchen, Austria ("**Aventario Services**") or
- (3) **Aventario Solutions GmbH**, located at Triesterstraße 11, AT-8073 Feldkirchen, Austria ("**Aventario Solutions**") as specified in the Order,

each of them individually referred to as "**Party**" and collectively as "**Parties**".

Customer's right to access and use managedsuppliers.com is directly conditioned upon acceptance and compliance with this Agreement. This Agreement applies to all visitors, Users and others who access and use managedsuppliers.com.

Aventario Solutions operates a vendor management automation tool under the name managedsuppliers.com. This Agreement shall consequently govern the provision of certain services pertaining to managedsuppliers.com by means of SaaS, which particular extent is to be specified in separate agreements.

Aventario Services shall be enabled to act as a re-seller with regards to such services and in the course of this, be enabled to mutually agree on the particular extent of such services with Customer, with binding effect for Aventario Solutions under the terms of this Agreement.

This Agreement shall enter into full force and effect on the date specified in separate Order.

1. DEFINITIONS

"Account" has the meaning as set out in section 5 of this Agreement.

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with a Party to this Agreement.

"Agreement" means this Agreement and each document incorporated herein by reference.

"Confidential Information" has the meaning as set out in section 13 of this Agreement.

"Control" means direct or indirect ownership or control of more than 50% (fifty percent) of the voting interests of the Party or the power to direct or cause the direction of the management and policies of such Party whether by contract, through majority ownership of voting capital stock or otherwise. "Controlled" shall be interpreted accordingly.

"Content" means without limitation all documents, reports, materials, analysis, items, information or any other content owned or licensed to Customer and uploaded or provided to be uploaded by Customer or its Users to managedsuppliers.com.

"Customer" means the legal entity executing the Order purchasing the right to access and use managedsuppliers.com as specified further herein.

"Disclosing Party" has the meaning as set out in section 13 of this Agreement.

"Documentation" means any manuals, guidelines, instructions, materials that Aventario Solutions makes available to its customers.

"Effective Date" means the date specified in the Order, on which Customer purchases the rights to access and use managedsuppliers.com. If no date is specified, Effective Date shall be the last date of a signature of the Order.

"Force Majeure Event" means any cause affecting the performance by a Party of its obligations under this Agreement arising from events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, embargo, fire, flood, storm or earthquake and any disaster, but excluding: (a) any strikes, lockout or other industrial disputes by the staff of the non-performing Party; or (b) any event which is attributable to the wilful act, neglect, or other failure to take reasonable precautions of the affected Party;

"Intellectual Property Rights" or "IPR" mean any intellectual property rights, including but not limited to inventions, patents and patent applications, utility models and applications for such, supplementary protection certificates and applications for such, Confidential Information, confidential information, copyrights and ancillary copyrights as well as exclusive rights in such, trademarks and trademark applications, registered and unregistered protected designs as well as any applications for such, and their international equivalents and other intellectual property rights recognized as so in any jurisdiction worldwide.

"Insolvency Event" means any one of the following occurrences: a voluntary or involuntary proceedings by or against a Party are instituted in bankruptcy under any insolvency law, a receiver or custodian is appointed for a Party, proceedings are instituted by or against a Party for corporate reorganization or the dissolution of a Party, a Party makes an assignment for the benefit of creditors, or substantially all of the assets of a Party are seized.

"managedsuppliers.com" means Aventario Solutions` proprietary software as a service product which enables Customer to manage their suppliers available at www.managedsuppliers.com as further specified herein.

"Order" means a purchasing document for Aventario Solutions` products and services entered into by and between Aventario Services or Aventario Solutions and Customer that refers to this Agreement.

"Open-Source Item" means software component subject to open-source copyright license which conforms to Open-Source Definition defined by Open Source Initiative at opensource.org.

"Personal Data" means personal data as defined in EU Regulation 679/2016 (General Data Protection Regulation).

"Receiving Party" has the meaning as set out in section 13 of this Agreement.

"Services" has the meaning as set out in section 5 of this Agreement.

"Software" has the meaning as set out in section 2 of this Agreement.

"Supported Web Browsers" mean any browser specified by Aventario Solutions which may be used by the Users to access managedsuppliers.com.

"SOW" means Statement of Work entered into by Customer and Customer`s Supplier.

"Supplier" is an entity that delivers services to Customer and differs in size based on number of SOWs / technologies that they provide to the Customer for the purpose of Payment Term under this Agreement.

"Term" means duration of this Agreement as stipulated in Section 18 herein.

"User" is Customer`s user with certain level of rights assigned to them. Specific User may not under any circumstances overstep the level of rights assigned to them. It shall be under responsibility of Customer that no unauthorized user may access the domain.

2. DESCRIPTION OF MANAGEDSUPPLIERS.COM

Managementsuppliers.com is a vendor management automation tool to manage the complete vendor relationship lifecycle exhibiting the features and functionality specified in the Documentation, aiming to allow its Users to:

- create content and set up content workflows,
- collaborate on documents with internal and external parties,
- review, comment, approve, electronically sign and manage documents/content,
- upload, download and store documents/content in a digital archive,
- analyse and monitor documents and their metadata,
- monitor key performance indicators and fee components per contractual document (e.g., Statement of Work) and per Customer`s supplier,
- improve monitoring per contractual document (e.g., Statement of Work) and per Customer`s supplier,
- budget forecasting per contractual document (e.g., Statement of Work) and per Customer`s supplier.

The exact features and functionality of managementsuppliers.com to be subject to the terms of this Agreement, shall be specified in Order (extent of managementsuppliers.com as specified in the Order (the "Software").

3. APPLICABILITY OF THIS AGREEMENT

The Order shall be governed by this Agreement, unless explicitly agreed otherwise between the Parties in the Order or in other written form.

4. RIGHT OF AVENTARIO SERVICES TO CONCLUDE ORDERS

This Agreement shall also bind Aventario Solutions to its terms regarding aforementioned Orders pertaining to the use and provision of managementsuppliers.com or parts thereof concluded solely between Aventario Services as a re-seller and Customer.

5. GRANT OF ACCESS AND ACCOUNTS

Aventario Solutions shall grant the Customer access and make available to the Customer the features and functionality of the Software for its use for internal business purposes for a number of accounts for specific Users ("Accounts") specified in the respective Orders ("Services").

The Customer shall notify Aventario Solutions via e-mail to office@aventario.com on the following details for every User for which an Account is to be created: name, e-mail address, mobile phone number.

The respective accounts shall be created within two (2) business days after such notification has been received by Aventario Solutions.

The Customer may obtain the right of accessing the Services via additional Accounts for an additional fee upon concluding an additional Order for such Accounts.

The use of and access to the Accounts is exclusively carried out by authorized representatives and/or qualified employees of the Customer and the Accounts shall only be requested and granted for such Users. The Customer shall ensure that all of its employees for and to whom it requests and grants access to the Accounts have sufficient skills and have been properly trained.

Aventario Solutions is entitled to temporarily suspend Accounts if there are concrete indications that they constitute a breach of the provisions of this Agreement, any policies of Aventario Solutions or any applicable legal regulations.

Furthermore, the right of the Customer to access and use the Services shall be subject to the following conditions:

- The Services must not be accessed by the Customer and/or any User or any other party in any other way than by a User through the web interface supplied at the website at <https://managedsupplier.com>.
- The Services may only be accessed via a Supported Web Browser and the Customer must not use any other Browser for Accessing the Services.
- The Services must not be used in any way that violates this Agreement, applicable Order or Aventario Solutions' policies attached hereto as an Annex or posted at <https://managedsupplier.com>.

6. RIGHTS TO ACCESS AND USE; RESTRICTIONS

Aventario Solutions retains all rights, title and interest in and to managedsuppliers.com, any enhancements, improvements, modifications, upgrades, developments, derivative works, customizations and associated Intellectual Property Rights to the foregoing including to any enhancements, improvements, modifications, upgrades, developments, derivative works or customizations developed for Customer.

Aventario Solutions does not grant Customer (a) any rights to reproduce, modify, create derivative works, distribute, resell, reverse engineer, disassemble, publicly perform or display the Software or any other part of managedsuppliers.com, remove or modify any proprietary marking or restrictive legends in the managedsuppliers.com; (b) use any automatic device or program or manual process to monitor, frame, copy or reproduce the Services, the Software or any other part of managedsuppliers.com or access the Services and/or the Software or any other part of managedsuppliers.com to (c) build a competitive product or service, or copy any feature, function or graphics of managedsuppliers.com or (d) any other right to managedsuppliers.com not specifically defined herein.

7. CONTENT

Customer is solely responsible to: (a) maintain the confidentiality of its User names, passwords and any other information associated with User Accounts; (b) maintain commercially appropriate security, protection and back-up of Content; (c) maintain appropriate, secure and compatible infrastructure to utilize the Services on Customer's devices and in Customer's environment; (d) ensure correctness and accuracy of data subject to Content in order to utilize the Services (in particular its reporting function); (e) configure the roles and User rights settings within Customer organization.

By uploading or posting Content to managedsuppliers.com, Customer warrants that Customer is either the owner of the uploaded Content or that Customer holds necessary rights to such Content and that the Content or Customer's use of the Content is in no way a violation of any legal rights or obligations.

The Customer acknowledges that:

- Neither Aventario Solutions nor Aventario Services shall be responsible for the accuracy, validity, up-to-dateness or completeness of the Content or the lawfulness of its upload to or distribution via managedsuppliers.com;
- the Content may become inaccurate and/or falsified due to uncontrollable circumstances such as technical instability, in particular unstable internet connections, unavailability of services of third parties or the Customer or interference by third parties;
- Neither Aventario Solutions nor Aventario Services have any control over the accuracy of the Content provided by the Client.

Customer is at all times responsible for all distribution or other actions under the Accounts.

By uploading or posting Content to managedsuppliers.com, Customer is aware that Aventario Solutions or Aventario Services may use this Content in order to generate anonymized statistics on particular market data to be supplied to Aventario Solutions' or Aventario Services' customers, which could include customers counterparties depending on the settings of Account(s).

Customer retains ownership/license to Content. By uploading or posting Content to managedsuppliers.com and subject to terms of this Agreement, Customer grants to Aventario Services and Aventario Solutions a non-exclusive license to reproduce, use, or otherwise exploit Content for the purpose of providing the Services and functionality (including reproduce and otherwise exploit the Content to the degree necessary in order to generate anonymized statistics on particular market data to be supplied to Aventario Solutions' or Aventario Services' customers) of managedsuppliers.com and as otherwise permitted by the Data Policy (available at <http://managedsuppliers.com/data-policy/>) including usage of subcontractors for the same purpose.

8. SUBCONTRACTORS AND THIRD PARTY SERVICES

By entering into this Agreement, the Customer grants to Aventario Solutions the consent to use the sub-contractors for the provision of services connected with managedsuppliers.com published on <https://managedsupplier.com> including access to Content without prejudice to data protection obligations.

Customer acknowledges and agrees that Aventario Solutions stores Content on servers operated and controlled by Microsoft Azure (or such other hosting partner as it may contract with from time to time) with hosting in the Azure Cloud.

Notwithstanding the provisions of this clause, but subject to any other provision of this Agreement, the Customer acknowledges and agrees that Aventario Solutions may subcontract to any reputable third party hosting provider the hosting of managedsuppliers.com and the provision of services in relation to the support and maintenance of elements of managedsuppliers.com.

In case of any change of subcontractors, the Customer shall be notified via publishing of updated subcontractors notice at <https://managedsupplier.com> or directly by Aventario Solutions in writing.

The Customer acknowledges that in the event that the Customer uses managedsuppliers.com to transfer any Content to any Customer storage partner, it does so solely at its own risk. Aventario Services and Aventario Solutions make no representation or commitment and shall have no liability or obligation whatsoever in relation to the Content or use of, or interactions with, any such third party service of Customer.

9. MAINTENANCE AND CHANGES OF MANAGEDSUPPLIERS.COM

Aventario Solutions reserves the right to make any changes to managedsuppliers.com at any time to maintain or enhance the quality and performance of the Software and to comply with applicable laws.

For the Term of the Agreement, Aventario Solutions shall exercise commercially reasonable efforts to promptly correct any failure of the Software to perform according to this Agreement.

In addition, Aventario Solutions may, at its own discretion release updates and upgrades to and for the Software and consequently use such in the course of the Services. Updates and upgrades will become part of Software and subject to all the terms of this Agreement upon their release.

Customer shall promptly report to Aventario Solutions any errors discovered in managedsuppliers.com and Aventario Solutions shall correct the error as soon as reasonably practicable provided that the error is reproducible by Aventario Solutions.

10. OPEN-SOURCE ITEMS

Aventario Solutions reserves the right to use Open-Source software for the provision of the Services/the Software. Usage of Open-Source items shall be subject to terms and conditions of open-source copyright license governing such Open-Source items. The open-source notice is available at www.managedsuppliers.com.

11. ELECTRONIC SIGNATURE

Managedsuppliers.com aims to facilitate for the Customer the electronic signing of documents by both the Customer and the Customer's counterparties via the usage of electronic signature. The Customer hereby acknowledges that (a) neither Aventario Services nor Aventario Solutions shall be responsible for validating those signatures or the identity of the relevant signatories; and (b) Aventario Services and Aventario Solutions shall not be held liable for any damages and/or losses whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental caused by, or arising from, the full or partial invalidity of any signature created through managedsuppliers.com.

Signatures to contracts formed by the use by the Customer of managedsuppliers.com are intended to meet the definition of 'electronic signature' under Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS).

The Customer acknowledges that certain documents may not be able to be validly executed using electronic signatures or may be the subject of specific requirements imposed by law. The Customer is responsible for determining the extent to which any such requirements apply in respect of its own business activities and as such responsible for ensuring that managedsuppliers.com is not used in respect of any documents which may not be lawfully created, executed or stored by means of managedsuppliers.com.

12. PROVISION OF AND IPR TO DOCUMENTATION

Upon entering to this Agreement and subject to Customer's request, Aventario Solutions shall make the Software's then-current Documentation available to Customer online. By provision of the Documentation, Aventario Solutions grants to Customer a license to reproduce the Documentation to support internal use of managedsuppliers.com during the Term of the Agreement, with all other rights reserved to Aventario Solutions. Documentation shall form part of Aventario Solutions' Confidential Information.

13. CONFIDENTIALITY

"Confidential Information": means any information that is not known or generally available to the general public or third parties and in the confidentiality of which a Party and/or an Affiliate of which has a legitimate interest, inter alia comprising, trade secrets, trade information, proprietary information, best-practices, ideas, techniques, business methods, tools, source code, technical and functional specifications, technical, financial or commercial information and other information for which it shall be reasonably assumed that they are to be handled as confidential regardless of the form of disclosure, marked as confidential or not, or whether disclosed by a Party ("Disclosing Party") to another Party ("Receiving Party") to this Agreement before or after entering into this Agreement. In particular this concerns all information as laid out in sec 26b para 1 Austrian Law on Unfair Competition ("Gesetz gegen den unlauteren Wettbewerb").

This section shall, however, not govern the exchange of Confidential Information between Aventario Services and Aventario Solutions.

The Disclosing Party shall retain its exclusive right to exercise lawful control over of its Confidential Information.

The respective Receiving Party is obliged to keep confidential and not to disclose to third parties or make accessible to third parties in any other way the respective Disclosing Party's Confidential

Information, and not use or exploit in any other way such Confidential Information without written consent of the respective other Party unless explicitly provided otherwise in this Agreement or necessary for meeting the Receiving Party's obligations under this Agreement.

For the clarification of doubt, Aventario Services and Aventario Solutions may use Confidential Information of the Customer for enabling the functionality of managedsuppliers.com as is described out in this Agreement and its Annexes (in particular also in order to generate anonymized statistics on particular market data to be supplied to Aventario Solutions' or Aventario Services' customers).

Each Receiving Party further undertakes to store the Disclosing Party's Confidential Information properly, to protect it from access by third parties and to make it available only to representatives who have a need to know such information for the purpose of the respective collaborations. Each Receiving Party shall ensure that the obligations arising from this Agreement are transferred to such representatives who have access to the Confidential Information at any time on the Receiving Party's side. Each Receiving Party shall be liable for compliance with its obligations under agreement by all persons to whom it has disclosed Confidential Information.

Each Receiving Party shall exercise reasonably sufficient control over any Confidential Information disclosed to it in order to preserve the confidential nature of such Confidential Information and to safeguard the Confidential Information from theft and/or unauthorized access, and to ensure that any Confidential Information is neither used in an unauthorised manner nor disclosed to any third person or entity except as set forth herein.

Each Receiving Party shall use at least the same degree of care to protect the Disclosing Party's Confidential Information received hereunder as it uses or would use to prevent a disclosure of its own Confidential Information, but in no event less than reasonable care and, in cases of disclosure of Confidential Information which is subject to laws, rules and regulations regarding security, secrecy and/or data protection, the degree of care required by the applicable law(s) and/or regulation.

Each Party shall use and copy the Confidential Information only for the purpose of its business with the other Party and shall not disclose it to third parties without prior written consent of the disclosing Party, unless otherwise specified herein. For the avoidance of doubt, the disclosing of Confidential Information to the Receiving Party does not grant any right, license, interest or title in, to or under the Confidential Information to the Receiving Party, except the limited right to use and copy, unless otherwise stipulated by this Agreement.

Each Receiving Party shall comply with applicable laws, rules and regulations applicable to the Disclosing Party's Confidential Information.

Each Receiving Party shall be obliged to notify the respective Disclosing Party of any breach of its confidentiality obligations under this Agreement without undue delay upon learning of such breach.

Neither Receiving Party shall not decompile, reassemble, reverse engineer or otherwise analyse any parts of the Confidential Information of the Disclosing Party without such Disclosing Party's explicit written consent.

Upon the Disclosing Party's written request at any time or at the latest after expiry or termination of business relationship between the Parties, the Receiving Parties shall:

- immediately cease all use of the Disclosing Party's or its Affiliate's Confidential Information, whether provided by the Disclosing Party and/or its Affiliates or accumulated or created by the receiving Party or its Affiliates; and
- as far as technically and reasonably possible, return or destroy, as directed by the Disclosing Party, all of the Confidential Information of the Disclosing Party and its Affiliates, except that the Receiving Party may retain Confidential Information solely in order to comply with legal, regulatory or backup/archival requirements; and

- certify in writing the actions taken and its compliance with respect to this Section and deliver such certification to the Disclosing Party within ten (10) calendar days.

In particular, one (1) copy of Customer's confidential Information may be retained by the Aventario Solutions in its archives for the sole purpose of monitoring its compliance with this Agreement. Any Confidential Information retained by Aventario Solutions shall continue to be the Customer's Confidential Information and subject to the terms of this Agreement.

Notwithstanding the foregoing, Confidential Information does not include information that the Receiving Party can demonstrate by competent evidence:

- is publicly accessible at the time of use or provision (unless such information has become publicly accessible due to a breach of contractual or legal obligations); or
- becomes publicly accessible (unless such information has become publicly accessible due to a breach of contractual or legal obligations); or
- is provided to the Receiving Party by a third party with the right to such information and the right to disclose or use such information; or
- was known to the Receiving Party prior to such disclosure or is independently developed by or for Receiving Party's without access to Confidential Information.
- is to be made public or disclosed pursuant to the law or authority order (to the extent such disclosure is legally required), or.

Furnishing proof of the presence of aforementioned exclusionary circumstances shall be incumbent on the Receiving Party.

Before the Disclosing Party's Confidential Information is disclosed to persons and/or entities pursuant to the law or authority order, the Receiving Party shall first impose written confidentiality and non-use obligations on such persons and/or entities as far as its legally possible, which are materially equivalent to those imposed on the Receiving Party under this Agreement, whether by employment agreement or otherwise.

In the event that the Receiving Party shall be required to disclose Confidential Information by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body or becomes legally compelled to do so, then a written notice shall be promptly given to the Disclosing Party. The Receiving Party shall co-operate through all reasonable and legal means, at the Disclosing Party's expense, in any attempts by the Disclosing Party to prevent or otherwise restrict disclosure of such Confidential Information.

The Receiving Party acknowledges that the Disclosing Party does not make any representation, warranty or undertaking, express or implied, as to the accuracy, reliability, completeness or reasonableness whatsoever in respect of the Confidential Information. The Disclosing Party shall be under no duty to provide access to any additional information or to update or correct any aspect of the Confidential Information. The Disclosing Party shall further not be liable for any direct, indirect or consequential loss or damage suffered as a result of relying on any statement contained in or omitted from the Confidential Information.

The confidentiality obligations under this Agreement shall indefinitely survive the return or destruction of the Confidential Information as well as the Term of this Agreement.

14. LIMITATION OF LIABILITY

Nothing in this Agreement will limit or exclude any liability in a way that is not permitted under applicable law.

In all other cases, Aventario Solutions' aggregate liability arising out or in connection with this Agreement will not exceed the aggregate fees paid to Aventario Solutions by Customer pursuant to this Agreement during twelve (12) months before the last event giving rise to the liability claim.

The Parties understand that Aventario Services shall act as a re-seller for any Services, Software or other parts of managedsuppliers.com under this Agreement and therefore the Parties understand and agree that Aventario Services shall not be liable for any defects, losses or damages arising out or in connection with the Services, Software or other parts of managedsuppliers.com.

Furthermore, the Parties agree that Aventario Services liability shall be excluded to the maximum extent legally possible for any claim arising out or in connection with this Agreement.

In no event will Aventario Services or Aventario Solutions be liable for damages arising out or in connection with loss of profit, loss of business, loss of saving, loss of reputation, loss of management time or for any other indirect, special, consequential, incidental or punitive damages arising out or in connection with this Agreement. AVENTARIO SERVICES AND AVENTARIO SOLUTIONS ASSUME NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER CONTENT OR CUSTOMER DATA.

The limitations and exclusions of liability govern all liabilities arising out or in connection with this Agreement, including liabilities arising in contract, in tort and for breach of statutory duty.

15. WARRANTIES

Aventario Solutions warrants that:

- a) it has the legal right and authority to enter into this Agreement and to perform its obligations hereunder;
- b) it has not and will not intentionally violate applicable law in relation to managedsuppliers.com;
- c) it will use reasonable efforts to provide managedsuppliers.com in a manner to be materially consistent with its specifications stipulated in this Agreement or in the Documentation when used in accordance with this Agreement. Notwithstanding the aforementioned, managedsuppliers.com may be temporarily unavailable due to repair, maintenance, update or upgrade.
- d) except for the warranties expressly specified in this section and in addition to the limitations as specified in section 16, Aventario Solutions makes no warranties either express or implied, including without limitation any implied warranty of merchantability, fitness for purpose or non-infringement of intellectual property rights or any implied warranty arising out of law. Without limiting the generality of the foregoing, Aventario Solutions has no obligation to indemnify, defend, hold harmless the Customer, including without limitation against claims related to product liability, intellectual property rights infringement.

Warranty claims of Aventario Solutions do not apply if the Customer modifies managedsuppliers.com or has it modified by third parties or uses it together with products other than those explicitly approved in writing by Aventario Services or Aventario Solutions or in any other way not compliant with this Agreement.

Customer warrants that:

- a) it has the legal right and authority to enter into this Agreement and to perform its obligations hereunder;
- b) Customer Content and data when used by Aventario Services or Aventario Solutions or its subcontractors in accordance with this Agreement will not infringe Intellectual Property Rights or any other legal rights of any person or legal entity;
- c) it has and will collect the Content and data in compliance with all applicable laws, including without limitation privacy and security of personal data and contractual obligations on confidentiality;

- d) it has and will obtain consents as required by applicable law or contractual obligations for Aventario Services and Aventario Solutions to access and process the Customer Content and data.

16. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

The Customer acknowledges that complex software as a service as the Software is never wholly free from defects, errors and bugs and permanently available; and subject to the other provisions of this Agreement, Aventario Solutions gives no warranty or representation that the Software, any other part of managedsuppliers.com or the Services will be wholly free from defects, errors and bugs or permanently available. Connection errors or necessary maintenance work by Aventario Solutions can also result in temporary malfunctions.

The Customer acknowledges that complex software as a service as the Software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, Aventario Solutions gives no warranty or representation that the Software, any other part of managedsuppliers.com or the Services will be entirely secure.

Customer acknowledges and agrees that any Content or data residing on managedsuppliers.com may become unavailable at any time with no liability of Aventario Solutions or Aventario Services of any kind. Customer is advised to keep secure daily copies of Customer Content and data in Customer's systems or in other secure storage.

Aventario Solutions does not guarantee that the Software, any other parts of managedsuppliers.com or the Services will meet the requirements and purposes of the Customer or that it will work together with other programs or system environments or operating systems selected by the Customer, unless this is expressly agreed between the Parties.

Customer acknowledges that Software, the Services or any other part of managedsuppliers.com shall not be used as a strategic tool.

The Parties understand that Aventario Services shall act as a re-seller for any Services, Software or other parts of managedsuppliers.com under this Agreement and the Order and therefore the Parties understand and agree that Aventario Services shall not be liable for any defects, errors and bugs, availability and explicitly excludes any warranty of any nature for the Software, the Services or other parts of managedsuppliers.com.

17. INDEMNITIES

If Aventario Solutions reasonably determines, or any third party alleges, that the use of the Software by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, Aventario Solutions may at its own cost and expense:

- (a) modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights; or
- (b) procure for the Customer the right to use the Software in accordance with this Agreement.

Customer agrees to indemnify, defend and hold Aventario Services and Aventario Solutions harmless from and against any claim or demand, including without limitation, reasonable legal fees, made by any third party arising out or in connection with Customer's use of managedsuppliers.com, connection to managedsuppliers.com and websites, violation of the terms of data policy, applicable laws and/or violation of any rights or an individual or an entity.

18. TERM, TERMINATION AND SUSPENSION

Term

This Agreement commences on the Effective Date and will remain in effect until terminated in accordance with the terms herein or until the term specified in the Order ("Term") has expired.

Termination for convenience

In case the Term is less than one (1) year, each Party (Customer or Aventario Solutions) may terminate the respective Order and this Agreement for convenience by giving the other Party (Customer or Aventario Solutions) written notice delivered until 15th calendar day of each month. In this case, the Order and this Agreement shall be terminated by the end of that respective month when the termination notice was delivered. Otherwise, the Order and this Agreement shall be terminated by the end of the month following the delivery of the termination notice.

In case the Term is one (1) year or more, each Party (Customer or Aventario Solutions) may terminate this Agreement and the Order for convenience by giving the other Party (Customer or Aventario Solutions) at least three (3) months written prior notice at the end of each calendar month.

Termination for cause

Aventario Solutions may terminate this Agreement and the Order with immediate effect, in whole or partially, upon written notice to Customer, if:

- (a) Customer commits a material breach of its obligations under this Agreement or the Order; and, if capable of being remedied, Customer fails to remedy the breach within thirty (30) days of receipt of Aventario Solution's written notice to do so;
- (b) Customer fails to pay any undisputed amounts 30 days after due date;
- (c) Customer is subject to Insolvency Event;
- (d) it is required by applicable law.

Customer may terminate this Agreement and the Order with immediate effect, in whole or partially upon written notice to Aventario Solutions if:

- (a) Aventario Solutions commits a material breach of its obligations under this Agreement or the Order; and, if capable of being remedied, Aventario Solutions fails to remedy the breach within thirty (30) days of receipt of the Customer's written notice to do so;
- (c) Aventario Solutions is subject to Insolvency Event;
- (d) it is required by applicable law.

Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Payment Terms, Confidentiality, Limitation of Liability, Warranties, Acknowledgement and Warranty Limitation, Indemnities, Personal Data, this clause, Miscellaneous.

Within thirty (30) days following the termination of this Agreement for any reason, the Customer must pay to the Aventario Solutions any fees in respect of the Services provided to the Customer before the termination of this Agreement.

Suspension

Aventario Solutions may immediately suspend the Services without any resulting obligation or liability if Aventario Solutions reasonably and in good faith believes that: (a) as part of using the Services, Customer may have violated law, this Agreement, the Order or any Aventario Solution's policies referred to in this Agreement or the Order; or (b) Customer has failed to comply with any of its material obligations, including payment delay as specified in Section Payment terms or usage of managedsuppliers.com in an extent or for a purpose not authorized by this Agreement. This clause does not limit any of Aventario Solutions's other rights or remedies available under applicable law or under this Agreement.

19. AUTORENEWAL

Unless Customer is notified differently by Aventario Solutions prior to the end of the Term ("Renewal Date"), Customer agrees that Order and this Agreement will automatically:

- renew for an additional Term, if the Term is less than one (1) year unless the Customer notifies Aventario Solutions of its will to terminate the Agreement and the Order for convenience until the 15th day of the calendar month prior to the calendar month in which the Term expires at the latest;
- or renew for an additional term of one year if the Term is one year or more unless Customer notifies Aventario Solutions of its will to terminate the Agreement and the Order at least three (3) calendar months prior to the first day of the calendar month in which the Term expires;

For the avoidance of doubt, if the Term is more than one year, the consequent renewal term shall be one additional year each.

Customer hereby authorizes Aventario Solutions to automatically charge Customer for the applicable fees on or after the Renewal Date.

20. PAYMENT TERMS

Subscription fees

Subscription fees are based on annual or monthly periods (or pro rata portions of such periods) which shall begin on the Order start date, unless agreed otherwise.

Subscription fees are calculated based on the number of Suppliers and SOWs. Customer may add Suppliers and SOWs to their subscription at any time on written notice to Aventario Solutions, however the number of Suppliers and SOWs acquired under a subscription subject to Order cannot be decreased during the applicable Term (year or month). If Customer wishes to reduce the number of Suppliers and SOWs in its Order, it must do so 15 days prior to the Renewal Date in case of monthly subscription and 60 days in case of yearly subscription. Aventario Solutions reserves the right to calculate the total number of Suppliers and SOWs on a periodic basis, and, if such number exceeds Customer's current plan size, Aventario Solutions reserves the right to invoice Customer for the corresponding number of Suppliers and SOWs on a pro rata basis for the upcoming months in Customer's then-current Term.

For the purpose of this Agreement and this Section, as one SOW is counted any SOW which contains one service and one technology. In case a single SOW contains, e.g. three different technologies, it shall be counted as three SOWs for the purpose of the subscription. In case a single SOW contains a main technology and some number of sub-technologies, e.g. one main technology and two sub-technologies, it shall be counted as three SOWs for the purpose of the subscription. Based on the number of Suppliers and SOWs, the subscription shall be small, medium, big or very big as specified in the respective Order Form.

Taxes

All amounts stated in or in relation to this Agreement are exclusive of all taxes. Customer accepts sole responsibility for the payment of any taxes, charges or duties imposed on Customer.

Invoicing

Customer shall pay to Aventario Solutions the subscription fee for managedsuppliers.com in the amounts and at the times specified in this Agreement, unless agreed otherwise in the Order.

Aventario Solutions shall issue invoices for the subscription fee to the Customer in advance of the period to which they relate.

Customer shall pay to Aventario Solutions all amounts due under this Agreement within fifteen (15) days following the delivery date of an invoice in accordance with this clause. All amounts are payable in the currency set forth in the respective invoice.

Customer is responsible for providing complete and accurate billing information to Aventario Solutions, including the Order number.

Additionally, Aventario Solutions reserves the right to suspend Customer's right to use the Services in the event that Customer's subscription fee invoice is overdue and not fully paid within ten (10) business days following notice from Aventario Solutions. Suspension will not relieve Customer's obligation to pay the amounts due.

All payment obligation under this Agreement are non-cancellable and amounts paid are non-refundable and shall be paid to Aventario Solutions in full, without any setoff, deduction or withholding.

21. PERSONAL DATA

Personal Data processing shall be subject to separate data processing agreement between the Parties.

22. FORCE MAJEURE EVENT

If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under this Agreement, must:

- (a) promptly notify the other Party; and
- (b) inform the other Party of the period for which it is estimated that such failure or delay will continue.

A Party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

23. PUBLICITY

The Customer allows Aventario Solutions and Aventario Services to publish a statement about the co-operation subject to this Agreement and to use the client's logo for advertising purposes. The content of these texts is prepared in consultation with the Customer's marketing department or a contact person designated by the Customer and approved in writing by the Customer.

Aventario Solutions and Aventario Services are given the opportunity to write a user report about the project. The content of the user report is prepared in consultation with the Customer's marketing department or a contact person named by the Customer and approved in writing by the Customer.

24. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the law of the Republic of Austria, except for the rules of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. Any and all disputes arising from or in connection with this Agreement shall be referred to the court having subject-matter jurisdiction for commercial matters for the first district of Vienna, Austria.

Customer may not assign its rights and obligations under this Agreement to any third party without prior written consent of Aventario Solutions and Aventario Services.

This Agreement constitutes the entire agreement between the Parties with regards to the subject matter hereof. General terms and conditions of the Customer shall not apply even if not expressly rejected by Aventario Solutions and Aventario Services. Any amendments or modifications to this Agreement shall be in writing only and must be duly signed by both Parties.

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the remaining provisions of this Agreement shall not be affected. Such provision shall be replaced by a valid and enforceable provision, which achieves the intended effect as far as possible by mutual agreement by the Parties.

Either Party's failure to insist on any one or more instances upon the strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term thereof.

This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, suspend, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

The clause headings do not affect the interpretation of this Agreement. In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.