

IAC-BOX PARTNERSHIP CONTRACT

of the Asteas Technologies GmbH & Co KG

A) SUBJECT-MATTER OF THE CONTRACT

This Contract is a framework contract containing the conditions under which the Partner is entitled to make use of the services and products provided by ASTEAS or by Authorized Distributors of ASTEAS. ASTEAS thereby reserves the right to forward orders under this Contract to one of its Authorized Distributors for processing/execution.

From the beginning, new Partners initially have the status „*AUTHORIZED*“ of a basic Partner , the Partner being capable to change to a „*higher*“ Partner status if requirements for the “higher” Partner status are fulfilled and if he can continue to comply with such. Further information on the requirements can be found in the download section of the Partner portal.

The Partner Portal exclusively serves marketing, sale as well as support purposes of products and services of ASTEAS by the Partner as well as by the end customer. End customers are purchasers of products for personal need that are not resold.

Upon conclusion of this Contract, the Partner shall be designated Reseller of the products indicated in the price list of ASTEAS. The distribution territory of the Partner is not an exclusive one, thus in no way limited, unless single products are subject to any geographical restriction (see price list). The Partner shall not be entitled to enter into any commitment or agreement in the name of ASTEAS.

This Contract does not contain any exclusivity of any form whatsoever. Neither the Partner nor ASTEAS are restricted in their other distribution activities by this Contract. Both contractual parties act independently of each other on the market. None of the contractual parties has the right to act in the name of the other party or to enter into any commitment binding the other party in any way whatsoever in relation to third parties.

The Partner declares to accept that ASTEAS directly contacts the end customer for the continual use of the products (e.g. in case a software maintenance contract is not prolonged), provided that the end customer explicitly requests this or the Partner has failed to prolong the software maintenance of the licenses. This shall apply during the term as well as after cancellation or, respectively, expiry of this Contract.

For this Contract as well as for legal transactions concluded in an individual case between ASTEAS and the Partner (e.g. purchase of software licences), the respective T&C of ASTEAS,

which are available on the internet under <http://www.iacbox.com/agb> as well as the General Terms and Conditions for Service of ASTEAS, which are available on the internet under <http://www.iacbox.com/asb> are deemed agreed upon, even if the T&C and the General Terms and Conditions for Service are not explicitly referred to upon conclusion of the legal transaction. ASTEAS expressly objects any T&C of the Partner. A further objection against any T&C of the Partner by ASTEAS is not required.

B) RIGHTS AND DUTIES OF THE PARTNERS

The activities of the Partner comprise in particular:

- Search for prospective customers and marketing of the products
- Advising customers and prospective customers on products
- Installation and launching of the products on site at the customer's facility
- Processing any technical questions or problems of the customer in relation with the products before using the ASTEAS Support Hotline as an aid

The Partner will strive to generate regular sales with the products.

The Partner undertakes to market and sell the products of ASTEAS, including the prolongation of existing software maintenance contracts between the Partner and his customers.

The Partner is entitled to address feature requests containing requirements of the customer to ASTEAS. These have to be made in writing and in detailed form. It is in the sole discretion of ASTEAS to decide if and when such a feature is realized or shall be realized.

The Partner is entitled to indicate the IAC-BOX Partner logo pursuant to his Partner status acquired during the term of this Contract on his website.

It shall not be permitted to publish price information of the products and services of ASTEAS in online shops or via other media, such as e.g. websites, sales portals that are accessible to the public, or to make such accessible to the public in any other way. This shall also apply for installation media and other confidential information.

The Partner undertakes to comply with the General Terms and Conditions for Service of ASTEAS which this Contract is based on and not to take any actions which are contrary to the General Terms and Conditions for Service. The Partner undertakes further not to remove, modify or abusively use in any other way any copyright information or any other information on author's rights of.

During the effective existence of this Contract, the Partner shall be entitled to call himself a Partner of ASTEAS as well as a IAC-BOX distributor and is entitled to all services, concessions as well as marketing benefits linked therewith. The Partner is entitled to use and exploit logos, names and trademarks of ASTEAS or, respectively, the products in the framework of the services under this Contract, in particular for advertising purposes. The utilization of all material made available by ASTEAS is only permissible during the existence of the present Contract. The Partner thereby acquires no rights in the trademark, logo or any other protected material of ASTEAS. It is prohibited to the Partner to use material or information he has directly or indirectly received from ASTEAS for purposes serving the competition against ASTEAS.

C) RIGHTS AND DUTIES OF ASTEAS

ASTEAS shall reasonably endeavor to promote the development as well as the improvement of products and thus to do its best to support the Partner when marketing and distributing the products.

ASTEAS will inform the Partner regularly and timely on the latest product developments and product changes. The reciprocal information of the contractual parties may mutually be supplemented by local/central trainings. In these trainings, the employees and customers of the Partner, if any, are made familiar with the products of ASTEAS to the extent necessary. The participation in training events is generally billable.

ASTEAS registers the Partner in the partner list on the IAC-BOX website, if desired (except for „*Authorized Partner*“). The Partner has to provide the logo of his enterprise in this respect and to name a suitable contact person for the distribution.

ASTEAS undertakes to put 5 accesses to the Partner portal at the disposal of the Partner – until revocation at any time. The Partner may at any time view his licenses as well as further information on the Partner portal online. The Partner provides ASTEAS the contact details in this respect (in particular name, telephone numbers as well as email addresses) of the persons that shall be granted access.

ASTEAS undertakes – depending on the Partner status received – to make available to the Partner gratuitous demo licenses that are restricted in time as well as NFR-licenses that are strongly reduced in price and not destined for resale.

ASTEAS undertakes to inform the Partner timely per email on the expiry of the software maintenance.

D) PRICES

During the existence of this Contract, the prices pursuant to the current price list as well as the Partner status acquired shall apply to the products of ASTEAS. ASTEAS reserves the right to change the Partner status as well as the prices at any time unilaterally. This shall in particular be the case if the Partner does not or, respectively, should not anymore fulfill the prerequisites for his current Partner status.

The determination of the products, product groups and recommended end customer prices is exclusively incumbent upon ASTEAS. ASTEAS recommends the Partner in the sense of economic efficiency and equal treatment of all Partners to take into consideration the end customer prices recommended by ASTEAS when setting his sale prices.

ASTEAS regularly grants a so-called „*project discount*“ for large projects, the Partner not having a right to claim such project discounts. Project discounts are granted by ASTEAS only in a very economical way and only vis-à-vis third-party providers (providers of products of competitors of ASTEAS). It is in the sole discretion of ASTEAS to decide if a project discount is granted and to what extent the project discount is granted. Software licenses for which project discount is granted may only be used in connection with the project for which project discount is granted.

E) TERM OF THE CONTRACT

The reciprocal rights and obligations of the contractual parties under this Contract commence at the time when ASTEAS activated the access to the Partner portal for the Partner for the first time and forwarded the access data to the Partner. The contractual term is 12 months starting with this date with the possibility to prolong the Contract for another 12 months unless the Contract is cancelled in writing by the contractual partner, observing a cancellation period of 30 days.

Both contractual partners are entitled to cancel the present Contract for important grounds without notice, if the respective other Party commits a serious breach of contract and has failed to remedy this breach within 10 days after written reminder letter of the respective other party.

ASTEAS is entitled to cancel the present Contract in particular for the following important grounds with immediate effect:

- the breach of the Partner against essential provisions of this Contract
- the termination of the business activity of the Partner
- no orders of the Partner placed with ASTEAS over a period of more than 24 months
- default in payment despite having unsuccessfully set a grace period of 14 days in writing
- actions of the Partner that can be liable to adversely affect the reputation, the business success or the image of ASTEAS

After termination of the present Contract, the Partner is obliged to return ASTEAS immediately all material and products that were made available to the Partner by ASTEAS free of charge or on loan.

F) ACQUISITION OF SOFTWARE LICENSES

When buying software licenses, the Partner acquires a non-exclusive right to use the software provided by ASTEAS. All exploitation rights (in particular such pursuant to the sections 14 et seq. of the Austrian Copyright Act (Urheberrechtsgesetz)) remain exclusively with ASTEAS. It shall in particular be prohibited to the Partner to edit software made available by ASTEAS or to use it without any valid software license. The Partner shall however be entitled to resale the software licenses acquired from ASTEAS to third parties (e.g. end customers or further distributors).

As regards the software components of third-party producers integrated into the software of ASTEAS (e.g. open source software which forms part of the software of ASTEAS), the Partner shall acquire the exploitation rights to the extent the rights were granted by the respective owner of the rights or, respectively, in the sense of the respective open source license.

The acquisition of exploitation rights in the software provided by ASTEAS requires in any case the prior complete payment of the remuneration invoiced therefore by ASTEAS and having become payable. In case the Partner does already use the services of ASTEAS before this date the utilization is based on a precarium which is at any time.

G) IAC-BOX SOFTWARE MAINTENANCE

1. Software Maintenance Included, Scope of Services

The acquisition of a IAC-BOX software license by the Partner shall only be possible in connection with the conclusion of a software maintenance contract for the respective license for at least 12 months (upon request also for 36 or 60 months). The software maintenance contract automatically ends after 12 months (or after expiry of a contractual term eventually lasting longer) upon activation of the respective software license without requiring a cancellation. The software license acquired has to be activated within 6 months after the purchase date. If the software license is activated 6 months after the purchase date, the duration software maintenance contract shall be reduced by the respective period which exceeds the 6-months-activation period.

A software maintenance contract is only valid for one software license and not transferable to other software licenses.

The software maintenance contains all bug fixes, security updates (including latest SSL certificate), software updates, software upgrades, functional enhancements as well as 2nd & 3rd level support for IAC-BOX Business Partner including remote maintenance available. For systems without a valid software maintenance, no support services can thus be performed.

After prior announcement on the product website or, respectively after launching per newsletter, ASTEAS publishes new software updates/upgrades to make new features, functional enhancements and bug fixes available. The software can be updated/upgraded via automatic or manual online update. This contains new features of the software and the Linux operating system. The online update may not only contain Software Updates but also Software Upgrades.

During the existence of the software maintenance, the Software Updates are made available free of charge. Currently, Software Upgrades are also made available during the existence of the software maintenance free of charge. ASTEAS reserves however the right to invoice Software Upgrades separately in the future after prior announcement.

2. Prolongation of the Software Maintenance Contract

It is corporate policy of ASTEAS to offer the software support for a duration of a maximum of 60 months after purchase date of a software license. The Partner thus has the possibility to prolong the software maintenance contract concluded when acquiring the software license up to a total contractual term of 60 months after the purchase date of the respective software license. An eventual further prolongation of the software maintenance contract by ASTEAS is voluntary and cannot be guaranteed on the part of ASTEAS.

The software maintenance is always prolonged after the expiry date of the software maintenance, thus also retrospectively, if any.

The remuneration for the prolongation of the software maintenance is always payable in advance, namely within 14 days upon receipt of the invoice.

3. Termination of the Software Maintenance Contract

A cancellation or early termination of the software maintenance contract by the Partner is not possible. The Partner shall in any case not be entitled to reclaim the already paid remuneration.

ASTEAS is entitled to terminate an existing software maintenance contract for important grounds with immediate effect. An important ground shall in particular be:

- default in payment despite an unsuccessful setting of a grace period of 14 days in writing
- breach of the co-operation duties of the Partner despite an unsuccessful setting of a grace period of 14 days in writing

- actions of the Partner that may be suitable to adversely affect the reputation, the business success or the image of ASTEAS
- the termination of the business activity of ASTEAS
- retirement of key persons from the company of ASTEAS without the know-how of which the maintenance, the servicing, support etc., of the products purchased from ASTEAS is not possible anymore
- lack of support or discontinued support by the respective third-party producer regarding the integrated software of third-party producers – integrated in the products of ASTEAS - necessary for the proper operation of the products acquired.

In the three last-mentioned cases (termination of the business activities, retirement of key persons, lack of support or discontinued support), the Partner shall be reimbursed the pro rata part of the remuneration paid already by him for the software maintenance contract regarding the period of the early termination of the Contract within 4 weeks upon termination of the Contract.

The prices regarding the products and services (e.g. the software maintenance, etc.) offered by ASTEAS are to be taken from the latest price list.

Upon the date of termination of the software maintenance contract for a software license, ASTEAS shall be released from all obligations concerning the respective software license and not be obliged anymore to perform or put at the disposal any servicing services or any other services regarding the respective software license against consideration or free of charge.

Should a new installation of the software be necessary after termination of the software maintenance contract for any reason whatsoever, the Partner shall be entitled to install any software version which he has used upon termination of the software maintenance contract but however no later version.

4. Transfer of the software maintenance contract to another Partner

The cancellation or the termination of the present IAC-BOX Partner Contract shall not also result in the termination of any software maintenance contracts concluded in the framework of the IAC-BOX Partner contract and which are still in existence, but ASTEAS shall further perform the services convened therein regarding the respective IAC-BOX Software license concerning which the software maintenance contract continues to exist.

The Partner undertakes in the case of cancellation or termination of the present IAC-BOX Partner Contract or – to the extent that the end customer – despite the continued existence of the present IAC-BOX Partner Contract – requires to do so – to consent to the transfer of the Contract regarding existing software maintenance contracts to a Partner of ASTEAS requested by the end

customer. The Contract shall be transferred upon receipt of the notification of the transfer of the contract regarding the software maintenance contracts mentioned or, respectively, regarding the IAC-BOX software licenses connected therewith by ASTEAS and nomination of the new Partner.

H) CONFIDENTIALITY OBLIGATION

The contractual parties undertake to keep all confidential information secret which they have obtained knowledge of due to the business relationship with the respective other contractual partner and not to disclose such to third parties. This obligation shall also apply after the expiry of this Contract.

I) MISCELLANEOUS

1. Modifications, Additions and Side Agreements

Modifications and additions to this Contract require the written form; oral side agreements between the contractual parties do not exist.

2. Severability Clause

Should parts of this Contract be ineffective for any reason under mandatory law, the other provisions of this Contract shall remain unaffected thereof and the contractual parties undertake to replace the ineffective provision by a provision that comes closest to the initial intentions of the contractual parties.

3. Additional Agreements

It is exclusively noted that no additional agreements exist besides this Contract. Any agreements concluded previously between the contractual parties shall be deemed cancelled without replacement upon conclusion of this Contract so that only this Contract shall apply.

4. Place of Performance

Place of performance for all claims in connection with this agreement or the individual transactions concluded by performing this agreement shall be the seat of ASTEAS.

J) CHOICE OF LAW AND PLACE OF JURISDICTION

It shall be convened that Austrian law shall apply under the exclusion of the UN Sales Law.

For all legal disputes arising out of or in connection with this Contract, the court in the district of which ASTEAS has its seat shall exclusively have jurisdiction *ratione materiae*.