

General Installation and License Conditions Quality Miners GmbH

1 Object of the contract

- 1.1 QUALITY MINERS obligates itself to create and set up a QualityMiners.CAQ software solution and its modules according to the contract that refers to these conditions and grants the CUSTOMER the right to use this software solution, called "software" for short below, to the extent allowed in this contract and its conditions.
- 1.2 The scope of the deliveries and services for the CUSTOMER arise exclusively from the contract. QUALITY MINERS will perform, based on the technical requirements listed and existing in the contract and those to be created by the CUSTOMER, the installation and configuration, programming and customization of the software, as well as instruction and training to the extent agreed upon. The CUSTOMER is responsible to QUALITY MINERS for making sure that the prerequisites for the performance of the deliveries and services as detailed in the respective valid *Installation Requirements* are or will be fulfilled correctly and completely.

2 Contract components

All attachments to the contract are its essential components. The contract components apply in the following sequence:

- 1 The provisions of the contract
- 2 The regulations in the attachments to this contract

3 Scope of use

- 3.1 The CUSTOMER has the right to use the QualityMiners.CAQ software solution on a system as described in the contract. Use is any permanent or temporary whole or partial duplication through saving, loading, running or displaying for the purpose of the execution and processing of data contained in the program by computers. The CUSTOMER is also entitled to execute the actions named for the purpose of observation and examination as well as the testing of the program.
- 3.2 The CUSTOMER may use, change or edit the tools included in the program insofar as this is permitted by the proper use, for the connection of the program with other programs, and for error correction. Company names, trademarks, copyright notices, and other marks about legal reservations included in the program may not be changed.
- 3.3 All other rights for the use and application of the program are reserved for QUALITY MINERS. In particular, the CUSTOMER does not have the right to use the program and/or changed or edited versions of the same or parts of the program outside of the legal position granted to him by the contract or to distribute duplicated parts in the original version or in changed or edited versions even if such duplication parts are limited to essential parts of the changed versions. The rights of the CUSTOMER to the work results that are created while using the program are unaffected.
- 3.4 A decompilation of the program code is only permissible under the respective legal limitations. Additional decompilation is prohibited.
- 3.5 The CUSTOMER is entitled to create and maintain back-up copies if this is required for the securing of the future use of the program.
- 3.6 A transfer of the program is prohibited, as is the granting of rights to use the program, especially in the context of a temporary transfer such as a rental.

4 Performance of services

- 4.1 The CUSTOMER provides the existing IT infrastructure (even insofar as it is not listed in the *Installation Requirements*) such as database, network, client/server hardware and software on his own responsibility and free of charge to QUALITY MINERS. He creates all prerequisites so that during the execution of the deliveries and services according to the contract, QUALITY MINERS always can perform the deliveries and services that are the responsibility of QUALITY MINERS. Insofar as this is required, QUALITY MINERS is also entitled to work beyond the normal working hours at the CUSTOMER.
- 4.2 The time frame will be specified jointly. Binding agreed-upon dates must be adhered to both by QUALITY MINERS and by the CUSTOMER. If circumstances arise that delay the deliveries and services and for which QUALITY MINERS is not responsible (especially in case of delays in the handling of payments, delays in technical clarifications that require the cooperation of the CUSTOMER, the failure of other required cooperative actions of the CUSTOMER or subsequent changes to the scope of services), the dates will shift appropriately if the shifts as a result of such circumstances are not so great that the shift of the contract dates can no longer be determined exactly; in this case, the contract dates must be agreed upon anew between the parties. In case of the shift of contract dates, appropriate start-up dates after downtimes and delays for which QUALITY MINERS is not responsible are also to be considered.
- 4.3 To ensure the achievement of goals, a project team will be formed, of which the CUSTOMER is a part. The CUSTOMER obligates himself to perform all duties of cooperation during project work that are required outside of the deliveries and services that are the responsibility of QUALITY MINERS in order to cooperate on the project as a whole.

During cooperation, the project team is responsible for

- Checking of the goal achievement
 - Tracking of due dates
 - Documentation of specialized details and detail solutions
 - Making of all necessary decisions within the specified project and cost framework
 - Assurance of the availability of the contact person for technical questions in the introductory phase
 - Execution of acceptance
 - The members of the project team and their contact data will be communicated in writing at the project start.
- 4.4 After completing the implementation of the program, QUALITY MINERS will report readiness for operation to the CUSTOMER. After reporting and determining readiness for operation, the start-up and a test operation for creating acceptance will be completed under the supervision of the project team; these will also be reported.
- 4.5 The program is accepted if after reporting of readiness for acceptance it has been taken over into operation and demonstrates no significant defects. A report will be created about the acceptance that will be signed by both parties. The acceptance cannot be denied in case of slight defects that compromise neither the function nor the safety and fitness for use. The claim to reworking of errors remains unaffected. In case of the refusal to sign the acceptance report and/or acceptance, the CUSTOMER must describe all defects in detail in writing to QUALITY MINERS within seven calendar days after transfer to operation based on which he refuses the acceptance.
- 4.6 If the CUSTOMER should not fulfill the prerequisites incumbent upon him for smooth acceptance within the agreed-upon period after communication or if on refusal of acceptance he does not make the communication within seven days, then the service counts as accepted free of defects.
- 4.7 In case of a justified refusal of acceptance, QUALITY MINERS is obligated excluding additional claims to rework appropriately at its own cost, for which the CUSTOMER must immediately give him the opportunity to report his readiness for acceptance within an appropriate time frame. If the second acceptance attempt also fails for reasons for which QUALITY MINERS is responsible, it has the right to demand a third acceptance attempt within a reasonable time frame.

5 Professional qualification of the QUALITY MINERS employees

QUALITY MINERS's scope of services includes the provision of professionally qualified personnel for the implementation of the program and the creation of readiness for operation.

6 Changes to the services

- 6.1 QUALITY MINERS is entitled to a change of the scope of delivery and services insofar as the change represents an improvement or a solution that is technically at least equivalent, the price does not increase, and the delivery time is no longer.
- 6.2 If, however, such changes also cause a change in the necessary provisions, then an agreement must be reached with the CUSTOMER before execution of the changes insofar as QUALITY MINERS does not assume the costs arising from this.

7 Warranty for material defects

- 7.1 It is pointed out that it is not possible to develop computer programs so that they are free of errors for all application conditions. QUALITY MINERS warrants to the CUSTOMER that the program is suitable for use in the sense of the program description.
- 7.2 If the program demonstrates that it is not suitable for use in the sense of the program description or it is otherwise flawed, within a twelve-month warranty period that begins with acceptance, there will be supplementary performance to eliminate the error determined by QUALITY MINERS. Insofar as the error determined does not limit essential functions, QUALITY MINERS is entitled to undertake supplementary performance through the later delivery of a wholly or partially reworked program version.
- 7.3 Insofar as there are defects essential to function, QUALITY MINERS must begin work immediately to eliminate the defects if a time is not agreed upon separately. QUALITY MINERS is entitled, in case of errors that cannot be eliminated in the short term, insofar as possible and with respect to the effect of the defect to make available a helpful solution that ensures the essential functionalities of the software solution.
- 7.4 There is no further warranty obligation for the properties and condition of the software. There is no warranty that the software fulfills requirements that are not listed in the program description.
- 7.5 The parties will ensure during project work that the use of the program or its failure cannot cause operational downtime damage at the CUSTOMER. Notwithstanding this, both parties are liable for damages that are caused by intentional violations of an essential duty arising from this contract in a manner that endangers the achievement of the purpose of this contract. The liability is limited to contract-typical damages, the occurrence of which had to be anticipated due to circumstances known to the parties on signing of the contract. Liability for lost profits, unrealized savings and subsequent damage is excluded.

This exclusion of liability does not apply for damages that are caused intentionally or due to gross negligence or to guarantees made, for any claims based on product liability law and insofar as there is liability for injuries to health or life in the room.
- 7.6 During QUALITY MINERS's obligations in connection with the warranty service provided, the CUSTOMER ensures access for the purpose of remote maintenance during the warranty period.

8 Industrial property rights and other rights of third parties

- 8.1 QUALITY MINERS warrants that all software and documentation associated with its deliveries and services are free of industrial property rights and other rights of third parties.
- 8.2 If such claims are pressed against the CUSTOMER or complaints are made against him on this basis, then the CUSTOMER must inform QUALITY MINERS of this immediately. QUALITY MINERS is obligated to free the CUSTOMER from all such claims, especially from claims due to significant injuries of the property or industrial rights of third parties. QUALITY MINERS is entitled at its own cost to take all measures necessary or useful in this context, especially settlement negotiations with the claimants, to accompany the CUSTOMER as his companion in dispute or to have the processes handled by attorneys. The CUSTOMER is not entitled without the agreement of the contractor to make acknowledgments, make compromises or take other measures that could be disadvantageous for QUALITY MINERS or the CUSTOMER. The CUSTOMER is obligated to assist QUALITY MINERS in any appropriate fashion at its request in defending against such claims, whereby QUALITY MINERS must reimburse the CUSTOMER for any costs arising from this.
- 8.3 QUALITY MINERS must satisfy any legally determined claims of the above-mentioned type instead of the CUSTOMER. QUALITY MINERS reserves the right to decide whether it procures licenses for authorized third parties for the CUSTOMER or ensures through equivalent new delivery or redesign that the industrial property right is no longer violated.

The aforementioned rights of the CUSTOMER assume that

- the CUSTOMER informs QUALITY MINERS immediately of any property or copyright violations claimed,
 - the CUSTOMER assists QUALITY MINERS to the appropriate extent with the defense of claims made and allows the execution of modification measures,
 - QUALITY MINERS reserves the right to take all defensive measures including out-of-court settlements,
 - the legal defect does not rely on an instruction of the CUSTOMER and
 - the legal violation was not caused by changes made independently by the CUSTOMER to the object of the contract or use in a non-contractual manner.
- 8.4 Furthermore, number 7.5 applies accordingly.

9 Documentation

QUALITY MINERS will make available documentation of the scope of services in written or electronic form.

10 Instruction and training

QUALITY MINERS will train personnel named by the CUSTOMER in the handling, application, and use of the software solution to the extent agreed upon.

11 Software maintenance agreement

Troubleshooting after expiration of the warranty period will only be done in the course of a separate agreement about software maintenance, and only insofar as this is concluded.

12 Confidentiality

- 12.1 Both parties obligate themselves to maintain silence about this agreement and the state of the project and keep confidential information of a confidential nature made available by the other party or affecting it, regardless of the form in which it is made available during the term of this contract and after its termination and not to make this information accessible to third parties, use it or pass it along without the prior express written permission of the other party.
- 12.2 This does not include such information.
- that at the time of the signing is generally known or publicly available or will become generally known or publicly available later without violating this agreement,
 - that is already known to the obligated party before the opening of the access,
 - whose publication to third parties has been expressly permitted in writing.
- 12.3 Legal duties of disclosure remain unaffected. However, the parties will inform each other in case of enforcement and agree with the party affected by the information about the defense during what is legally permissible.