

Standard Terms and Conditions for the Supply of Goods and Services to OD-OS GmbH ("OD-OS")

1 SCOPE

- 1.1 The following standard terms and conditions shall apply to the supply of all goods and services ("Supplies") to OD-OS. Any modification of these terms and conditions is subject to our prior written confirmation.
- 1.2 Diverging standard terms and conditions proposed by a supplier of goods or services ("Supplier") shall only apply if we have expressly agreed thereto in writing. In particular, a Supplier's standard terms and conditions shall only be binding upon us if and to the extent that same are equivalent to the corresponding terms and conditions contained herein or we have agreed thereto in writing. Our acceptance of Supplies or our payments for Supplies shall not be construed as such agreement.

2 BINDING AGREEMENT

- 2.1 We shall be entitled to withdraw from an order only if Supplier fails to accept our order within 2 weeks after receipt.
- 2.2 In case Supplier's order confirmation deviates from our order, we shall only be bound by such order confirmation if and to the extent that we have agreed thereto in writing.

3 DELIVERY TIMES

- 3.1 **TIMELY DELIVERY IS OF THE ESSENCE.** All Supplies must be delivered on the date(s) specified in the order or otherwise agreed with us in writing. Failure to meet such date(s) constitutes Supplier's material breach of contract.
- 3.2 Supplier will immediately notify us if and when a delay is possible.
- 3.3 In case of a delay in the delivery of Supplies, we have all statutory rights. Acceptance of late Supplies shall not be construed as a waiver of these rights.
- 3.4 Our claim for damages does not result in the extinction of our statutory claim for performance, which shall only cease to exist when the damages have been paid in full.
- 3.5 In addition to damages we shall be entitled to a penalty of 1 % of the net order value for every commenced week Supplier is in default regarding Supplies for the installation of new or the extension, adaptation or modification of existing IT infrastructure and/or production and test facilities and equipment, which we have designated as such in our order, but not to exceed a total of 10 % of the net order value.

4 CANCELLATION RIGHT

We will be entitled to cancel orders pursuant to which Supplies are scheduled for delivery more than 3 months after the order date by giving at least 2 months notice and by paying a cancellation fee to be negotiated in good faith but not to exceed 10 % of the net order value.

5 PRICES

- 5.1 Prices in our orders are fixed unless otherwise agreed upon in writing. Changes must be agreed upon in writing.
- 5.2 For orders based on a Supplier's quotation, the quoted price shall be binding. Changes must be agreed upon in writing.
- 5.3 If our order does not state a price, Supplier shall in its order confirmation quote a price including all discounts, if any. Unless we object within 10 business days of receipt of Supplier's order confirmation, said price shall be deemed accepted.
- 5.4 All deliveries shall be made DDP (ICC Incoterms 2010) to the delivery address we specify and shall include unloading. Packaging shall be free of any charge unless otherwise agreed upon in writing, in which case such packaging will be invoiced as a separate item. We are entitled to return any packaging to Supplier at its expense and will receive a credit for any amounts invoiced for returned packaging.

6 DELIVERIES

- 6.1 All deliveries shall be made in one shipment; partial and early shipments require our prior written approval.
- 6.2 In case of force majeure such as natural disasters, public disorder, government acts, etc. as well as obstruction of transportation, strike, lock-out or other interruptions of our or our suppliers' operations, which cause the interruption or reduction of our production or prevent us from accepting the delivery of goods, our contractual obligations shall be suspended for the duration of and to the extent justified by such force majeure, provided that we cannot eliminate the interference using reasonable efforts. In this case, Supplier shall not be entitled to compensation or damages and will at its expense and risk properly store the Supplies until we accept delivery.

7 ACCEPTANCE OF DELIVERY AND NOTIFICATION OF DEFECTS

- 7.1 We are entitled and obligated to inspect all deliveries by random inspection of samples.
- 7.2 Goods that require installation or mounting, non-fungible goods newly manufactured or produced by Supplier and services rendered, which are to bring about a specific result ("Verkleistungen"), are subject to our acceptance. Risk passes to us upon acceptance.

- 7.3 We shall notify Supplier of apparent defects within 2 weeks of delivery and of hidden defects within 2 weeks of discovery.

8 PAYMENT

- 8.1 Payments shall be made by credit transfer and, unless otherwise agreed upon in writing, less 2 % discount within 14 days, or net within 45 days.
- 8.2 The time of payment starts as soon as Supplies have been received as agreed and we have declared acceptance of delivery and received a proper invoice. Every invoice must include Supplier's Value Added Tax Identification Number.
- 8.3 In case of default in payment, we shall be entitled to prove that Supplier has incurred lesser damage than the default interest provided for by statutory law. In the absence of such proof, we shall be liable to pay default interest in the amount of 3% above the then applicable Base Interest Rate as per Section 247 I BGB (German Civil Code).

9 ASSIGNMENT

Any transfer of rights and duties resulting from the contractual relationship, especially of claims against us, is subject to our prior written approval. Supplier will promptly notify us if and when it wishes to assign a claim against us in connection with an extended reservation of title imposed on it by one of its suppliers.

10 WARRANTIES

- 10.1 Supplier has to deliver all goods and services free of defects of material and title. Our warranty claims with respect to defective Supplies and the limitation of such claims shall be as stipulated by statutory law.
- 10.2 All requirements regarding Supplies, which we have advised Supplier of, shall be deemed contractually agreed upon, unless Supplier has rejected such in writing.
- 10.3 A delivery is defective in its entirety if random samples taken from the Supplies delivered are defective.
- 10.4 Supplier may only reject the type of subsequent performance we choose for reasons of disproportionate costs, if the costs of such subsequent performance are more than double the original price of the defective Supplies.
- 10.5 If Supplies are delivered when Supplier is already in default and we have a significant interest in the immediate repair, we shall be entitled to - without notice - repair or have repaired defective Supplies at Supplier's expense.
- 10.6 In case of fraudulent non-disclosure of a defect, we shall be entitled to claim damages instead of performance even in case of successful subsequent performance.

11 TRANSFER OF TITLE

Until fully paid for, all Supplies remain Supplier's property. Supplier authorizes us to process and resell unpaid Supplies in our normal course of business. If we process (manufacture, mix, combine) unpaid Supplies we shall convey to Supplier an undivided interest in the new product on a pro rata basis; in case we (re)sell the Supplies or the new product before the Supplies have been fully paid for, we hereby convey to Supplier an undivided interest in our claim resulting from such (re)sale on a pro rata basis up to the amount of its claim against us.

12 DESIGN PROTECTION AND CONFIDENTIALITY

- 12.1 Drawings, samples, formulas, tools and other documents and tangibles that we provide, deliver, pay for or are invoiced for in order for Supplier to submit a bid or perform a contract remain our property, may not be copied or used for purposes other than such contract and after refusal of the bid respectively performance of the contract must be returned by Supplier on its own initiative. Supplier shall properly maintain, keep free of liens and at its expense insure such items for their replacement value. With the exception of normal wear and tear, Supplier shall be liable to replace such items in case of loss or depreciation.
- 12.2 Supplier agrees not to disclose to any third party nor use for purposes other than the contract any information received from us, which we designate as confidential or proprietary ("Confidential Information"), without our prior written consent. Supplier agrees to obligate its employees accordingly.

13 INTELLECTUAL PROPERTY RIGHTS ("IP RIGHTS")

- 13.1 Supplier guarantees that the Supplies or their use do not violate any third party's IP Rights in Germany and/or abroad and must indemnify us against all claims which are made against us on the basis of violation of IP Rights. In addition to claims for damages, the violation of IP Rights also entitles us to all statutory and contractual claims; this also applies to parts of Supplies Supplier procured from third parties.
- 13.2 If Supplier grants us a license or sublicense it must ensure that we have the right of use in all countries for which corresponding IP Rights exist.

13.3 Free of additional charge Supplier grants us a worldwide right of use regarding its IP Rights pertaining to Supplies, if any.

13.4 All IP Rights pertaining to products or processes developed by Supplier on our behalf are vested exclusively in us. Supplier agrees to on delivery hand over to us all samples, drawings, formulas, tools, software including source code, etc. Supplier further agrees to on delivery assign to us all IP Rights arising therefrom, if any.

14 ASSISTS

14.1 If agreed upon, we will provide Supplier with material, components or products, which it needs for the Supplies ("Assists").

14.2 Supplier will store Assists separately, mark them as our property and substantiate their consumption on request.

14.3 Unless expressly authorized by us, Supplier may use Assists only for the Supplies we ordered; we will be considered as the manufacturer and thus owner of the new product. In case another supplier rightfully also claims ownership to such new product, our interest in the new product shall be in proportion to the value of the Assists in comparison to the total value of the manufactured products.

14.4 Excess Assists must be returned by Supplier on its own initiative or may be picked up by us at any time. Supplier may call Assists, which third parties supply on our behalf, and account only for delivery to its own or the address specified by us; in this case title to such Assists passes directly to us upon delivery to Supplier and will be stored on our behalf.

15 SPARE PARTS

Supplier agrees to supply spare parts for Supplies for at least 10 years after delivery.

16 LIABILITY

16.1 Supplier's liability will be as stipulated by law.

16.2 If we are held liable on the basis of product or environmental liability or because of a violation of government or other safety regulations or standards, Supplier shall indemnify us against any such claim to the extent Supplies caused the damages.

16.3 Supplier must also reimburse all costs, which result from or in connection with any product recall we initiate in accordance with Sec. 683, 670 BGB (German Civil Code). As far as reasonably possible, we will inform Supplier of the content and scope of any planned recall and provide Supplier the opportunity to comment.

16.4 For dangerous goods (e.g. acids), Supplier must in writing inform us of the dangers originating from these goods, in particular in which applications they may not be used and with which products they may not be joined or mixed.

17 PRODUCT LIABILITY INSURANCE

Supplier must provide evidence of adequate product liability insurance coverage on our request. In case of no or insufficient product liability insurance coverage, we shall be entitled to rescind the contract.

18 PRODUCT SURVEILLANCE

Supplier must observe the goods and services it supplies on an ongoing basis and must promptly inform us in writing should defects occur at the Supplier's or a third party's site.

19 SAFETY AND ENVIRONMENTAL REGULATIONS

19.1 When entering our premises, Supplier must independently comply with our safety and environmental regulations and on our request provide evidence thereof.

19.2 Supplier will only enter restricted areas, which are marked accordingly with our prior written approval.

20 SUBSUPPLIERS

Supplier is obligated to procure materials and components for the Supplies from subsuppliers specified by us in writing. Procurement from other sources entitles us to rescind the contract.

21 LEGAL COMPLIANCE

Supplier is obligated to comply with all applicable laws, ordinances, rules and regulations in performing the contract. In particular, Supplier shall comply with all applicable foreign export control regulations and shall advise us of such local and foreign export control regulations to be observed for products containing Supplies.

22 SUPPLIER STATEMENT AND CERTIFICATE OF ORIGIN

On our request Supplier shall free of charge provide us with supplier statements for goods with or without preferential origin in accordance with the definitions used by the tax authorities at that time and on demand provide the customs authorities with evidence regarding its statements.

23 MINIMUM LEGAL WAGE

23.1 By accepting an order from us, Supplier confirms that its employees are paid the minimum legal wage. On request, Supplier will provide appropriate documents in proof thereof.

23.2 Upon first demand, Supplier will indemnify us from any and all third party claims related to a violation of the obligation to pay the minimum legal wage.

23.3 Supplier will place every subsupplier, if any, under the obligation to provably pay the minimum legal wage and to indemnify us to the same extent Supplier is obligated to in accordance with Sec. 23.1 and 23.2. and to ensure that all further subsuppliers, if any, are placed under a corresponding obligation.

23.4 Supplier is liable to us for any and all third party claims and costs, which arise from the obligation to pay the minimum legal wage being violated by subsuppliers.

24 MOST FAVORED CUSTOMER

By confirming an order received from us, Supplier guarantees that the agreed terms and conditions for the Supplies are at least equivalent to those granted other customers for the same or similar goods or services in the same or lesser quantities. Supplier shall keep us informed on price reductions, if any. In case Supplier reduces a price for Supplies, we are entitled to reduce the price for all outstanding deliveries of Supplies accordingly.

25 GENERAL PROVISIONS

25.1 Place of performance is the address for delivery or performance specified by us.

25.2 Exclusive venue shall be Berlin.

25.3 The laws of the Federal Republic of Germany shall apply with the exception of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

25.4 Should one of these terms and conditions or a part of one of these terms and conditions be or become invalid or unenforceable, the remaining terms and conditions or parts of one of these terms and conditions shall remain valid and enforceable.

25.5 This translation is a convenience translation of the German version of OD-OS's Standard Purchasing Terms and Conditions. In the event of a dispute between the parties only the German language version shall prevail.

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Subject to Change