

**General Terms and Conditions**  
for the Provision of Software and Database Use  
of ITscope GmbH, Karlsruhe ("GTC")

Last revised: 24. January 2017

**§ 1 Scope of Application**

- (1) This GTC only applies to companies within the meaning of section 14 of the German Civil Code (BGB), i.e., individuals, legal entities or partnerships having legal capacity that sign the agreement in the course of their commercial or self-employed professional activities.
- (2) ITscope GmbH (hereinafter referred to as "ITscope") enters into agreements on the use of the online trading platform ITscope, including the underlying database (hereinafter referred to as "ITscope Platform" or "Platform") and on the provision of software (including interfaces) and the provision of accompanying services (e.g., support services) with its customers exclusively based on this GTC. Conflicting general terms and conditions of Customer do not apply, including cases where ITscope provides supplies and/or services without objecting to Customer's GTC.
- (3) This GTC, as amended, also applies to all future agreements on the provision of supplies and/or services entered between ITscope and Customer, including in cases where they are not explicitly referred to.
- (4) ITscope shall notify Customer in advance of any modifications or amendments of this GTC in the course of an existing contractual relationship by email or by a notice on the ITscope Platform. Customer is deemed to have granted its consent with the modification or amendment of the agreement, if Customer fails to object to this modification or amendment within four (4) weeks from receipt of this notice. Together with the notice of modification or amendment, ITscope shall notify Customer of the consequences of its failure to object to these changes. In the event that Customer objects to a change of the GTC, ITscope has an exceptional right to terminate the contractual relationship with Customer by giving two (2) weeks' notice to take effect at the end of the month.

**§ 2 Subject Matter**

- (1) ITscope offers Customer the use of the database provided by ITscope and the use of product data stored in this database provided by ITscope for Customer's internal business purposes. Customer may access the database either online using a web browser, via the software provided by ITscope for this purpose (MarketViewer or Exportmanager) or via the online interfaces provided by ITscope.
- (2) Customer may use the ITscope platform either merely as a dealer ("Reseller"), in particular, for extracting product data, data sheets, prices and availability data, or register as a supplier ("Supplier") and get listed on the platform. In addition to database use, Suppliers have the right to upload their own product portfolio to the ITscope platform together with prices and availability data and to make this information available to the other customers for retrieval and/or export. In addition to the provisions that apply to all customers, Suppliers are subject to the special terms and conditions set forth in this GTC and its exhibit(s).
- (3) Agreements on the purchase of products listed in the database that are initiated and performed via the ITscope Platform, are made by and between customers (Suppliers and Resellers) only; this shall also apply in the event that electronic order processing feature is used. ITscope is not authorized to make or accept declarations of intent on behalf of the Suppliers and Resellers. In addition, ITscope does not become a party to the contract between Customer and third parties for the purchase of third party components (e.g., additional software for using ITscope data on other systems or additional product data packages) that is offered to Customer by ITscope via the Platform. Agreements on such third party components are exclusively governed by the terms and conditions of the corresponding supplier of third party components.

**§ 3 Registration on the ITscope Platform**

- (1) The prerequisite for using the ITscope Platform is the electronic registration of Customer on the ITscope website. Upon completion of the registration process, initially a (free) basic agreement on using the Platform is made (basic account with limited functionality, in particular, with a limited number of product retrievals). When Customer enters into a (free) subscription agreement, Cus-

customer may use the Platform with the number of users it has subscribed to and use the functionality subscribed to (see description of functionality of the various subscription plans in the exhibit of this GTC). The account of the Customer shall not be transferred to any third party.

- (2) The use of the ITscope Platform is restricted to business people. During the registration process, Customer shall provide the following data and corresponding proof in digital form to ITscope:
- Valid excerpt from the commercial register, trading license or any other proof of business that is an equivalent of the German registration in the commercial register or a German trading license;
  - accurate and full company name;
  - accurate and full contact data.

ITscope shall decide at its own discretion on the admission of Customer based on the data provided. Customer has no claim to the execution of a basic or subscription agreement, including cases where the prerequisites described above are met.

- (3) The presentation of the ITscope Platform on the website of ITscope does not constitute a legally binding offer, but merely an invitation to Customer to make a contract offer on its part. Upon completion of the registration procedure – after submitting any data and proofs required – Customer will make a binding offer for the execution of an agreement for using the ITscope Platform. Prior to the end of the registration procedure, Customer will have the opportunity to check its data and to make corrections, if necessary. ITscope shall promptly confirm receipt of the offer electronically by an email to the email account submitted by Customer. However, this electronic confirmation of receipt does not imply that ITscope accepts Customer's offer. ITscope reserves the right to check the data and documents submitted by Customer before it accepts its offer. ITscope has the right to accept or decline Customer's offer at its own discretion. Acceptance of Customer's offer will be declared by ITscope either by activating Customer's basic account on the ITscope Platform or by transmitting a separate order confirmation by email to the email account provided by Customer.
- (4) Upon registration and activation of Customer's basic account by ITscope, the initial and free 30-day test period will start, during which Customer may use the (limited) functionality of the basic account and other features of the Platform. In the event that Customer does not enter into an additional subscription agreement on the use of the Platform, only the features of the basic account will remain available to Customer upon the expiration of the test period.
- (5) Subscription agreements that are subject to a charge will be made directly via the Platform. Depending on the type of subscription, Customer will be provided with different features and rights to use the database contents. The execution of a subscription agreement requires an existing basic account and Customer shall confirm its consent with the GTC as valid at the date of the agreement. Customer submits an offer for a subscription agreement by purchasing the corresponding option within its password-protected account; details regarding the scope of services and compensation will be displayed to Customer prior to purchase. Prior to the completion of its order, Customer may check its purchase data and, if necessary, make corrections. ITscope will accept this offer submitted by Customer only by a corresponding email confirmation (that may also be made in the form of an automatic confirmation of the receipt of the offer), even if the ordered subscription is already activated by ITscope for use by Customer.
- (6) German will be the language of any agreement(s). Customer may view its personal registration and contract details (in particular, the term of subscriptions) at any time within its password-protected account on the Platform. The GTC (as amended) will be available for inspection by Customer on the Platform.

#### **§ 4 Contact and Login Data of Customer**

- (1) The owner of the account who carries out the registration on behalf of Customer confirms at the end of the registration procedure and when ordering a paid subscription that he/she is authorized to act on behalf of Customer and to represent Customer when executing both a free basic agreement and/or any of the paid subscription agreements. ITscope has the right, but is not obligated to require Customer to furnish an appropriate proof for the power of attorney issued to the account owner that will be deleted immediately upon verification by ITscope. Customer may replace the account owner at any time within its password-protected account on the Platform by itself or may request ITscope to transfer the account ownership to another user.

- (2) Customer shall provide full and true contact details and information on the company, as requested by ITscope during the registration procedure and entered by Customer on the Platform (including contact data and user profiles of users set up by Customer). When contact details change, Customer shall promptly correct them within its account or notify ITscope by email. Furthermore, Customer agrees to keep its company profile and the user profiles of its users of the ITscope Platform up to date and to promptly notify ITscope of any changes regarding the excerpt from the commercial register or the proof of business.
- (3) Customer agrees to use contact and company details of other customers that are shown on the Platform exclusively in connection with existing business relationships or business relationships that are initiated via the Platform. The use of contact details of other customers for advertising purposes is expressly prohibited, in particular, when this constitutes an unreasonable annoyance within the meaning of section 7 of the German Fair Trade Practices Act (UWG).
- (4) Customer (i.e., the account owner and the individual users) shall keep their login data in strict confidence, in particular, it shall not be disclosed to third parties and shall be stored in a place where it cannot be accessed by third parties. Customer shall choose a password that cannot be easily guessed by third parties and shall observe the notices shown on the Platform. In the event that Customer has reason to suspect that third parties may have obtained unauthorized access to its login data, it shall promptly notify ITscope and either change its login data itself or have it changed by ITscope. In this event or in the event that ITscope itself has reason to suspect an unauthorized use of Customer's login data, ITscope also has the right to temporarily suspend Customer's login (or that of individual users). Access of Customer and/or its users to the Platform shall be restored as soon as the suspicion of misuse of its login data has been dispelled and/or login data was changed.

## **§ 5 Operation of the ITscope Platform**

- (1) ITscope will provide Customer with a basic account for free use of the ITscope Platform. If Customer wishes to use additional features of the Platform, Customer shall enter into a paid subscription agreement. Customer's access to and use of the Platform and/or its various features may be subject to certain requirements (e.g., verification of the contact details provided during the registration by ITscope, submission of an up-to-date trading license).
- (2) The specific functionality of the Platform, of the basic account and the various subscription plans is set forth in the exhibit of this GTC. ITscope has the right to carry out technical and functional changes and/or enhancements of the ITscope Platform at any time, provided, however, that the contractually agreed scope of services is not reduced and Customer can be reasonably expected to accept the modifications. The functionality of the free basic account may be extended, modified or reduced by ITscope at its own discretion at any time. ITscope shall notify Customer of such modifications by publishing a notice on the Platform.
- (3) Since the operability of the Internet is beyond the control of ITscope, ITscope is unable to guarantee the permanent availability of the ITscope Platform. ITscope has the right to temporarily restrict access to the Platform for all or a certain group of customers or to limit the storage capacity made available or the number of database retrievals and/or exports for all customers or only a certain customer group, if this is necessary with regard to capacity limits, the safety or integrity of the hardware used by ITscope or data stored by ITscope or for carrying out maintenance work.
- (4) ITscope agrees to ensure an average annual availability of 99% of the Platform. The Platform is deemed to be unavailable, if the Platform is not available due to circumstances for which ITscope is responsible. Periods during which the Platform is unavailable due to force majeure, operator errors, or use by Customer in breach of the contract and scheduled maintenance time that had been announced by ITscope in advance will not be considered in the computation of non-availability. To the extent possible, ITscope shall not schedule maintenance time during the regular business hours and announce maintenance work to its customers via the Platform no less than three (3) days in advance. Scheduled maintenance time shall not exceed a total of 20 (twenty) hours per month.

## **§ 6 Customer Uploads**

- (1) By uploading contents to the ITscope Platform, Customer grants ITscope the non-exclusive, world-wide right to use its own company and product related contents, in particular, logos, trademarks and images, for the purpose of publication on the Platform during the term of the contract. This includes, in particular, the right to include such contents in the ITscope database, to repro-

duce, modify or change (e.g., by changing the size or format) it and to make it available to the public via the Platform.

- (2) By uploading contents to the ITscope Platform, Customer grants ITscope the non-exclusive, world-wide and indefinite rights to use any other contents, in particular, text authored by Customer's users (including the account owner), such as comments and product ratings, for the purpose of publishing them on the Platform. This includes, in particular, the right to include such contents in the ITscope database, to reproduce, modify or change (e.g., by changing the size or format) them and to make them available to the public via the Platform. Upon termination or expiration of the contractual relationship with Customer, ITscope shall delete the names of the authoring users that are attached to database contents.
- (3) To the extent that the Platform allows users to mark certain contents as "public", "visible to all users", or the like, the contents will only be available to the public via the Platform if Customer makes use of this option; otherwise, such contents will only be visible to Customer itself and its users.
- (4) If Customer is a Supplier, Customer grants ITscope the non-exclusive, world-wide rights to use product data (including product images) made available at the time of import for the term of the contractual relationship for the purpose of publication and exploitation on the ITscope Platform. In particular, this includes the right to exploit such product data (e.g., for statistical purposes) and to include it in the ITscope database, to reproduce, modify and to make it publicly available on the Platform and to make it available to Customer for its own purposes. Furthermore, ITscope has the right to grant customers the non-exclusive rights to use in and to product data by way of sub-licensing for reproduction and public communication in accordance with the service description of the corresponding subscription (e.g., for display in Customer's own online shop). To the extent that product data of Supplier has been included in the ITscope database, ITscope may use such integrated data, including beyond the termination or expiration of the contract with Supplier.
- (5) Customer bears the sole responsibility for any contents uploaded to the Platform. In the event that Customer uploads company and product related contents to the Platform (including product data that is uploaded by Suppliers), Customer shall only use contents of which the source is known to Customer, in which it has the necessary rights and that do not infringe on third party rights (e.g., moral rights, copyright and trademark rights). In this regard, Suppliers expressly represent that there are not any third party rights in and to product data (in particular, product images) made available for import on the Platform that might preclude or restrict the contractual use and exploitation by ITscope and that such contents were not unlawfully extracted from protected works of other right holders. Supplier shall only make available product images from photo archives for import, if it has previously checked that the import on the Platform and the subsequent use and exploitation by ITscope (including dissemination to other customers via the export feature) are permissible under the license granted. Furthermore, Customer is not allowed to upload contents that violate statutory provisions or this GTC. When commenting and rating other companies and/or third party products, Customer shall use a business-like language and instruct its users accordingly. The anonymous use of the communication feature of the Platform is not permissible. Irrespective of any other rights set forth in this GTC, ITscope reserves the right to suspend Customer's access and to delete contents, if there is substantial reason to believe that they infringe on third party rights, violate applicable law or this GTC. The right of ITscope to terminate the agreement for cause remains unaffected by this right, the same applies to claims to damages that ITscope may assert against Customer.
- (6) ITscope does not actively monitor the contents uploaded by Customer or made available by third parties and expressly does not endorse or assume any responsibility for these contents. Customer agrees to fully indemnify and hold ITscope harmless from and against any third party claims and any damage and costs resulting from this (including the cost of necessary legal defense) due to infringement of rights by contents uploaded by Customer or imported by ITscope.
- (7) Customer grants ITscope the right to use its name, logos and trademarks during the term of the contractual relationship, both within and outside the Platform, for reference purposes.

## **§ 7 Rights to Use the Database**

- (1) The database made available by ITscope is protected under copyright law for the benefit of ITscope. By executing the agreement on the use of the Platform, ITscope grants Customer the non-exclusive right, limited to the term of the corresponding agreement, to use the database (including any contents contained in the database and the software used by Customer for access), solely for its internal research and information purposes and for analysis in the normal course of

business within the scope of licensed functionality and for the licensed number of users. In this regard, Customer has the right to use the database contents only for its internal business purposes and within the scope of its customary correspondence with its customers and prospects – for example in quotations, order confirmations, shipping notes, requests for proposals, etc.. Any further rights of customer for analysis and use of the database depend on the type of subscription purchased by Customer.

- (2) Upon conclusion of a corresponding subscription agreement, Customer is granted the non-exclusive right, limited to the term of the corresponding subscription agreement, to retrieve and/or export certain contents from the ITscope database that is intended for retrieval and/or export by ITscope, using the technical means made available for this purpose; the contents may be integrated in its internal software systems (e.g., its ERP system) and/or its online shop and reproduced and made available to the public for this purpose, provided, however, that this serves the internal business purposes of Customer. The question which database contents and which kinds of use and analysis purposes are covered by the corresponding subscription, is governed by the "Description of Subscriptions" in the exhibit of this GTC.
- (3) Unless otherwise agreed with Customer, the following types of use are prohibited:
  - a. retrieval, export and/ or public communication of substantial parts of the database, as to quantity or quality (including systematic or repeated single retrieval with or without technical devices),
  - b. dissemination or making accessible and sub-licensing of database contents to third parties,
  - c. and building own databases using database contents of ITscope.
- (4) To the extent that Customer's right to use permits access by more than one (1) user (in particular, under a subscription agreement), (i) the number of users accessing the database via the MarketViewer / export manager software refers to the number of users simultaneously logged in (concurrent users), or (ii) if users access the database via the ITscope Platform the number refers to the number of users set-up for whom access was activated (named user).
- (5) The database shall only be accessed via the software and interfaces made available by ITscope for this purpose or via the ITscope Platform. Automated access to the database, e.g., by scripts or web spiders, is not permissible, including in cases where access by single users is simulated. Automated access is only permissible via the interfaces made available by ITscope for this purpose. In the event of a violation of this provision, ITscope has the right to deactivate Customer's access without any reimbursement for payments already made. ITscope reserves the right to terminate the agreement for cause and to claim damages.

## **§ 8 Test Period; Term of Basic and Subscription Agreements, Termination and Deactivation**

- (1) The basic agreement for using the basic account is valid for an indefinite term and may be terminated by Customer at any time and without notice period by giving notice to ITscope. The basic account of Customer may be deactivated by ITscope, if Customer fails to use the Platform for a period of three (3) months; such a deactivation implies the termination of the underlying basic agreement.
- (2) During a one-time test period of 30 calendar days after the activation of its basic account, Customer has the right to use the extended functionality of the Platform, to be defined at the discretion of ITscope, free of charge. ITscope has the right to restrict or extend the scope of test functionality or the term of the test period for individual or all features at its own discretion. Upon the expiration of the test period, access to the extended functionality will automatically expire, unless Customer enters into a paid subscription agreement.
- (3) Under the subscription agreement, Customer has the right to use the Platform functionality defined in the corresponding subscription agreement during the term of this agreement. Customer may decide whether it wishes to enter into a subscription agreement at its own discretion. Customer will still be able to use the basic account, including in the event that it does not sign a subscription agreement with ITscope after the end of the test period or that an existing subscription agreement is terminated at a later date.
- (4) The term of the subscription agreement begins upon contract confirmation by ITscope and the agreement is either valid for one (1) month or one (1) year ("contract term"). The term of a subscription agreement is automatically renewed by another contract period, unless Customer terminates the agreement by giving 2 (two) weeks' notice prior to the end of the ongoing contract period. In the event that Customer orders another subscription in addition to the initial subscription

(upgrade), the initial term and automatic renewal also apply to the additional subscription, unless the subscription is terminated in a timely manner.

- (5) The right of either party to terminate the agreement prematurely for cause and without notice remains unaffected by the preceding provisions. In particular, from the perspective of ITscope, cause may exist, if Customer files for insolvency proceedings, is in default with its payments or violates any other material duty under this GTC. Instead of a termination without notice, ITscope also has the right to temporarily block Customer's access to the ITscope Platform in such cases upon prior notice. The denial of access does not release Customer from its duty to pay the contractually agreed compensation. Access will be no longer blocked once the reason for blocking ceases to exist and Customer provides evidence for this to ITscope. Other claims of ITscope, in particular due to Customer's default in payment, remain unaffected.
- (6) In the event that the agreement is terminated by ITscope for cause for which Customer is responsible, ITscope will remain entitled to the full compensation due until the end of the ongoing contract period. In the event that the agreement is terminated due to a cause for which ITscope is responsible, ITscope shall reimburse Customer for the prepaid compensation pro-rated based on the remaining contract period.
- (7) In the event of a termination, Customer shall promptly and fully delete any database contents made available to it from its systems, in particular, this applies to subscriptions with export authorization. Customer is not permitted to continue to use database contents provided beyond the termination of the corresponding agreement. Upon request, the deletion of database contents shall be confirmed to ITscope in writing within ten (10) calendar days.

## **§ 9 Prices and Terms of Payment**

- (1) Upon the execution of a paid agreement, Customer shall pay to ITscope a compensation based on the price list valid that is shown to Customer at the date of the agreement. The then-valid statutory value added tax shall be added to all prices and fees.
- (2) ITscope will invoice the compensation for subscription agreement for the full contract period in advance.
- (3) Unless otherwise agreed, invoices will be sent to Customer by email and are payable within seven (7) days from the invoice date without any deduction.
- (4) Customer may effect payment by a usual bank transfer, the SEPA direct debit procedure or a money transfer via PayPal to [payment@ITscope.com](mailto:payment@ITscope.com). Customer will bear any bank and transaction charges. ITscope is not obligated to accept checks or bills of exchange, they are only accepted on account of payment.
- (5) ITscope has the right to adjust the agreed compensation for existing subscriptions once per calendar year with a future effect based on the general trend of prices. ITscope shall notify Customer of such an adjustment no less than six (6) weeks in advance. In the event that the compensation is increased by more than five (5) percent above the valid compensation, Customer has an exceptional right to terminate the agreement(s) affected by the date the price increase becomes effective. Notice of termination shall be given within two (2) weeks from the announcement of the price increase. In the event that Customer exercises its termination right, only the initially agreed compensation will be charged until the termination date. ITscope shall notify Customer of its termination right and the applicable notice period(s) together with the announcement of the price increase.

## **§ 10 Warranty and Liability**

- (1) Data stored in the ITscope database (in particular, information on prices and product availability) was gathered from sources that are available to the public or is based on information provided by the manufacturer or suppliers of these products. ITscope is unable to verify this data for accuracy, completeness and timeliness, and this verification is not covered by the agreement entered between ITscope and Customer. In the event that ITscope has reason to suspect the inaccuracy of certain data, this information will be verified by ITscope and, if applicable, promptly deleted and/or corrected.
- (2) In the event that supplies and/or services of ITscope should be subject to statutory liability for defects and if there should be a defect at the time of the passing of the risk, ITscope shall rectify this defect within a reasonable period, at the discretion of ITscope either by subsequent improve-

ment or by shipping a replacement. ITscope will only be liable for damages subject to the following paragraphs.

- (3) To the extent that ITscope provides Customer with services free of charge, it will only be liable for intentional wrongdoing and gross negligence in connection with a damage arising in the course of a free business transaction. In all other regards, ITscope shall pay damages and/or reimburse wasted expenditures irrespective of the legal cause only to the following extent:
  - a. for intentional or grossly negligent violation of a contractual duty in accordance with the statutory provisions;
  - b. in all other cases only for the violation of a contractual duty that is of such material importance that the attainment of the purpose of the agreement would be jeopardized in case of its non-performance so that Customer may trust in compliance with this duty (so-called cardinal duty), and for the reimbursement of the typical and foreseeable damage, however, limited for all aggregated damage incidents during one calendar year to the amount of the annual subscription fees (if applicable, extrapolated for monthly subscriptions).
- (4) Unless intentional wrongdoing or grossly negligent violations of contract duties exist, claims for damages or reimbursement of wasted expenditures will come under the statute of limitations within one (1) year from the commencement of the statute of limitations period.
- (5) Liability for damages asserted based on death or bodily harm, health damage and under the Product Liability Act remains unaffected by the above provisions.
- (6) Customer agrees to indemnify and hold ITscope free from any third party claims (including reasonable legal costs), irrespective of the legal cause, that are due to a culpable breach of obligations by Customer (e.g., infringements on copyrights and trademarks, uploads of inaccurate, incomplete or obsolete data).

#### **§ 11 Infringements on Proprietary Rights**

If a third party asserts claims vis-à-vis Customer due to an alleged infringement on a proprietary right by the supply and/or services provided by ITscope (e.g., database contents retrieved and/or exported in accordance with the agreement), Customer shall notify ITscope hereof promptly and comprehensively in writing. By signing the agreement, Customer authorizes ITscope to settle the dispute with the third party on its own, either in court or out of court. If ITscope, at its own discretion, acts upon this authorization, Customer shall not recognize any third party claims without the prior consent from ITscope and shall refrain from anything that might impair the defense of ITscope against the claims. ITscope shall indemnify and hold Customer harmless from and against all expenses incurred in the defense against claims and damage caused within the limits set forth in § 10 to the extent that they are due to the violation of a contract duty for which ITscope is responsible.

#### **§ 12 Confidentiality**

The parties agree to keep the contents of the agreement and any business or trade secrets of the other party they become aware of in the course of their cooperation in strict confidence, including beyond the expiration or termination of the agreement and shall not to exploit them for their own purposes or to make them available to third parties. The same applies to information on business operations and any other information that either party refers to as confidential or that clearly is a business or trade secret.

#### **§ 13 Data Protection**

- (1) ITscope agrees to comply with the applicable data protection rules and regulations. Personal details that Customer submits during its registration or during the use of the Platform to ITscope, shall only be used by ITscope for the purpose of executing, performing and terminating the agreement and for the intended use of the Platform. The data protection policy of ITscope, as amended, shall apply; it is available via the ITscope website.
- (2) In the event that Customer submits data to ITscope that is attributable to a specific or identifiable person (in particular, employee data), Customer bears the sole responsibility for ensuring that the person affected has granted its consent to this processing of his/her data or that this task is permissible pursuant to statutory provisions.

**§ 14 Final Provisions**

- (1) Place of performance for all supplies and/or services is the registered office of ITscope or the corresponding server location, respectively.
- (2) In the event that one or several provision(s) of this GTC should be invalid in whole or in part, the remaining provisions of this GTC shall continue to be in full force and effect. The parties agree to replace an invalid provision with a provision that most closely matches the intention and purpose of the invalid provision and is legally valid. The same applies to a gap in this Agreement.
- (3) Modifications and amendments of this GTC and any notice of termination must be in the written form to be effective. The written form requirement is deemed to have been complied with when documents are sent in textual form, in particular, by fax or email. Any waiver of the written form requirement must be in writing.
- (4) Place of jurisdiction for all disputes arising out of or in connection with this legal relationship shall be Karlsruhe, Germany, if Customer is a business person, a public-law entity, or a public-law fund, or if it does not have a registered office or branch office in the Federal Republic of Germany.
- (5) The laws of the Federal Republic of Germany shall govern exclusively, and the UN CISG is excluded.



## **Exhibit "Description of Subscriptions"**

### **A. Supplementary Contract Clauses for "Supplier Subscriptions" (for Suppliers)**

#### **I. Specific services provided by ITscope to Suppliers**

- (1) By purchasing a "Supplier Subscription", supplier acquires the right – in addition to the possibility of using the ITscope Platform as a Reseller – to upload its own range of products together with product data and product sheets, prices and availability (collectively referred to as "Product Data") on the ITscope Platform and to make it available to other customers for retrieval and/or export.
- (2) ITscope shall import the price list of Supplier on a regular basis, but no less than once a day. Product Data submitted will be processed by ITscope, categorized and integrated in the ITscope product master to allow customers to quickly find the products offered by Supplier, in particular, information on prices and availability, via the Platform at any time.
- (3) Generally, ITscope will update the prices and availability data specified in the price list that Supplier provides for import several times a day, provided, however, that Supplier includes a downloadable timestamp in its price list that identifies the latest change(s). ITscope may suspend Product Data updates on certain days for technical reasons.
- (4) ITscope shall check the imported Product Data of Supplier for consistency at a regular basis, and inform Supplier electronically, if the price list cannot be imported due to changes of the product list contents or other circumstances.
- (5) ITscope shall provide Supplier with extensive features for presentation, communication, and collaboration via the Platform, that will allow Supplier to contact its customers and to process orders.
- (6) In addition, ITscope may set up interfaces for the integration of customer-specific prices or for the electronic processing of orders so that Supplier may provide customized purchasing prices and automated order responses to its customers via the Platform. Services of this type will be provided for separate payment and additional compensation on a time and materials basis.

#### **II. Specific Duties of Supplier**

- (1) Supplier shall make its Product Data available for import in accordance with the technical and content-related requirements of ITscope and, in particular, in a format that allows the ITscope server to download it automatically (with/without password, via FTP or http). Furthermore, Supplier shall ensure that its Product Data complies with the requirements regarding consistency, quality and scope that ITscope publishes on a regular basis. Supplier shall notify ITscope in advance if it intends to substantially change the format, structure or contents of its price list. Supplier will be invoiced for additional expenses that are caused by changes of the price list that Supplier failed to coordinate with ITscope and/or that result from the necessary editing or correction of data for import and/or updates on the part of ITscope; the compensation will be computed on a time and materials basis and the then-valid terms and conditions for support services shall apply.
- (2) The ITscope database is limited to products of the IT and electronics industry, including consumer electronics and related categories. Supplier shall ensure that third party items (products from other categories or industries, such as household appliances, toys, etc.) are marked correspondingly so that they will be automatically recognized and deleted during the ITscope import. ITscope may decide on adding new product categories, in particular, those that are not attributable to the IT and electronics industry, at its own discretion.
- (3) When compiling and submitting Product Data for upload supplier shall exercise due care. In particular, Supplier shall ensure that its Product Data is updated promptly and at regular intervals (no less than once per business day), in particular, the information regarding the price and availability of its products.
- (4) The portion of products that is available from a warehouse (i.e., from a warehouse owned by Supplier that is under its exclusive control) or "intangible goods" (in particular, software and support services) and products that are available for immediate shipment shall be no less than twenty (20) per cent of Supplier's overall listed product portfolio. ITscope has the right to exclude products that are not in stock or not available for immediate shipment from the Platform.

- (5) In the event of a violation of the preceding provision, in particular, inaccurate, incomplete or obsolete data, e.g., regarding prices, availability or customary identifiers such as manufacturer's number or EAN code, ITscope has the right to temporarily suspend Supplier's access to the ITscope Platform upon prior warning and/or to temporarily remove its product portfolio or individual products from the Platform. Such measures do not release Supplier from its obligation to pay the contractually agreed compensation. Any other rights of ITscope based on this violation or breach remain unaffected. The blocking of access will be lifted or the removed products will be restored as soon as the reason for blocking or removal ceases to exist and Supplier provides evidence for this fact to ITscope.

### **III. Supply Agreements between Supplier and Customers**

- (1) Supplier signs supply agreements for its products with its own customers exclusively in its own name and on its own account. Supplier is not authorized to represent ITscope vis-à-vis other customers or to make declarations of intent on behalf of ITscope and/or to accept them.
- (2) Supplier agrees to enter into supply agreements for its products that are initiated via the ITscope Platform exclusively subject to the prices that are shown to its customer at the beginning of the ordering process. In the event that there are no customer-specific prices for customer (being the business partner of Supplier), Supplier agrees to supply such (new) customers at the standard prices listed on ITscope.
- (3) Regarding the execution and performance of supply agreements for its products, Supplier shall ensure that all statutory provisions, e.g., price information, information duty under e-commerce law, etc. are complied with. In the event that customers or third-parties should assert claims against ITscope due to a culpable breach of law by Supplier, Supplier shall indemnify and hold ITscope fully harmless from and against such claims.

## **B. Supplementary Description of "Reseller" Subscription (For Resellers)**

### **I. Additional features of all reseller subscriptions**

In addition to the features of the basic account, a paid subscription gives Customer the following options and authorizations:

- Unlimited number of possible product retrievals (general Supplier information on prices, availability, stock, etc.)
- Display of customer-specific product prices of Supplier (pre-requisite: existing customer relationship between Reseller and Supplier that was defined on the Platform).
- Direct ordering from Supplier via technical or communication link (e.g., via email) with the internal order placement system of Supplier (specific type of link depends on the order placement system used by Supplier which is beyond the control of ITscope).

### **II. Specific features of the reseller subscription**

- (1) Subscriptions with export feature (ITscope Business, ITscope Integration, ITscope Enterprise)
  - All features as described in I.
  - Additionally: export of database contents
    - Only Product Data that ITscope expressly provides for export (including when Customer is technically capable of accessing other data or could retrieve them); type and quantity of exportable data vary based on the type of subscription ordered.
    - Retrieval only via the interfaces and export features provided by ITscope for this purpose.
    - Right, restricted to the term of the subscription, to use in the internal software systems of Customer approved by ITscope for this purpose (e.g., in its ERP-/ merchandise management system) including any reproduction required for this purposes.

- Use of exported Product Data exclusively for the own internal business purposes of Customer in the course of the usual correspondence with its customers and prospects – for example, in quotations, order confirmations, shipping notes, requests for proposals, etc.
- (2) Transfer of Product Data into online shops
- In the event that Customer acquires the additional feature "Use in online shop", it has the right to include and use Product Data for the term of its subscription that ITscope has specifically intended for integration in online shops, in its own online shop, including any reproduction required for this purpose and communication to the public. The following terms of use apply in that case:
    - Customer shall ensure that Product Data integrated into its online shop is updated and cleansed (meaning that data that is no longer included in ITscope Export or no more retrievable via the interface is removed).
    - Use exclusively in Customer's online shop; no dissemination/disclosure or sub-licensing of Product Data to third parties.
    - Product images are subject to specific terms and conditions, in particular, an additional consent from the corresponding owner of rights may be required for publication in the online shop.
    - In the event that Customer enters into a separate agreement for the use of third party contents of another supplier, e.g., "CNet Channel Solutions", the corresponding data shall be activated by ITscope for export. Customer bears the sole responsibility for compliance with the terms and conditions of use set forth in the corresponding agreement with supplier, e.g., with regard to the attachment of copyright notices.

Generally, the functionality of Supplier subscriptions is identical with the features of the corresponding Reseller subscription (with the additional listing as a Supplier as described in section A of this Exhibit).

For detailed information on the various subscription agreements please refer to the ITscope price list, as amended, that can be downloaded via the following link:

<https://www.itscope.com/en/pricing/reseller/>