

Software Support Agreement (SSA), Terms and Conditions

The Software Support Agreement ("SSA") is an agreement between you ("you") and us, a Oddr Inc., Delaware Corporation ("Oddr") identified on the quote, order acknowledgment, service agreement, invoice, or other order documents between you and Oddr ("Order Documents"). You and Oddr are mentioned together henceforth as "Parties" or separately as "Party", where appropriate.

For the avoidance of doubt, any agreement you may have with a third party, especially a distribution partner is limited to the relationship between you and the respective third party and does not bind Oddr.

1. Software Support Services

1.1. Software support services covered by this SSA consist of (a) the provision of new releases, (b) the provision of service packs, and (c) the provision of remote support via telephone or electronic communication systems in connection with software ("Software Services"). Software ("Software") means hereby software provided in an executable form by Oddr to you, either as an integral part of equipment or as a standalone product.

1.2. All other Software related services are not subject to this SSA. Such services, if available, will be quoted separately and will be provided by Oddr under specific Terms and Conditions for such services.

2. Software Care

2.1. The Software Services covered by this SSA will be provided to customers who obtained a specific software care package ("Software Care") according to the scope defined in paragraph 1.1.

2.2. The Software Services are limited to Software explicitly named on your quote for the Software Care. Oddr may assign the Software Services to be carried out by an authorized business partner. Any services obtained through an authorized Oddr business partner are provided by the business partner on his own account, unless you expressly entered into a written Software Care contract with Oddr containing specific provisions to the contrary.

2.3. Any software which is not licensed under the Oddr MSSA and OSA for Software is not covered by a Software Care contract.

- 2.4. Upon request by the customer further support may be offered and shall be detailed in a separate Service Level Agreement (SLA) between the customer and Oddr or may be covered by different standard service products.

3. Software Care Term and Adjustments

- 3.1. The Software Care term covers a twelve (12) months term beginning on (i) the date the system acceptance is completed or (ii) ninety (90) days following the date the required information and tools for activating the Software were provided by Oddr, whichever occurs first. Thereafter, the Software Care will automatically renew for a successive twelve (12) months term, unless terminated by either Party by providing notice of termination to the other Party in writing at least sixty (60) days prior to the expiration of the initial term or any renewal term. Any Software Services following a termination will be charged on a time and material basis or at Oddr's standard rates.
- 3.2. The fees for Software Care will be offered on a quotation by Oddr. For each of the renewal terms following the initial term, Oddr may adjust the Software Care fees. Such change becomes effective sixty (60) days following such adjustment notice, unless rejected by the customer within thirty (30) days as of receipt of the adjustment notice. In case such rejection is received by Oddr, the SSA will run under the same conditions to the end of the SSA term and will not be extended. Any subsequent Software Services will be charged on a time and material basis or at Oddr's standard rates. If no rejection or termination is received Oddr will invoice you for the renewed Software Care term.
- 3.3. If you purchase additional Software licenses during the term of a valid Software Care agreement, Oddr reserves the right to adjust the annual term and to pro rate the annual Software Care fee for such add-on licenses to be coterminous with the initial Software Care term and billing cycle.

4. Service Packs and Releases

- 4.1. release is a major revision to the Software that provides new functionality, or supports applications and use cases that are not covered by, and/or may not be compatible with the previous revision ("Release"). New Releases may not be backwards compatible with previous Releases and may require some separate data conversion.
- 4.2. A service pack is a minor revision to Software that contains bug fixes and may contain minor feature enhancements for already supported applications and use cases, generally provided to all other users of the same version of the Software that you have been licensed to use. Oddr uses its best efforts to ensure that a Service Pack, when made available, is compatible with the current Release (i.e. it does not

disrupt the current License and does not require a data conversion). The current Release is the most recent Release made available by Oddr.

4.3. During the Software Care term Oddr will provide to you either Service Packs or Releases as soon as they are available for distribution to all customers. Oddr will provide Service Packs under a valid Software Care term for the latest and previous Release of the Software.

4.4. You shall have the right to receive available and compatible Service Packs and Releases during the Software Care term for respective Software. This right does not extend to any upgrades in functionality of Software either developed as a customization for a specific customer or licensed as a separate option to customers.

4.5. For the avoidance of doubt, Oddr may determine upon its sole discretion, if a software package provided constitutes a Service Pack or Release or separately licensable Software or Software feature. The rights and limitations also govern any Service Packs and Releases of the Software.

5. Error Corrections

5.1. will use commercially reasonable efforts to address errors in the Software by issuing Service Packs. You must provide Oddr with such assistance and equipment as is reasonably necessary for Oddr to perform its obligations under the Software Care remotely, including, without limitation, detailed reporting of errors, screenshots, instructions on how to reproduce errors, access to the database and appropriate remote access to his system.

5.2. In case you report an error, you must provide Oddr with a detailed, written description and documentation of the suspected error. Oddr will investigate the facts and circumstances related thereto and you must cooperate with Oddr's investigation. If during these investigations your proprietary data in or produced by a Oddr product or a 3rd party product connected to a Oddr product in your application is required, this data will be used as set out in paragraph 9 below.

6. Installation and Implementation of Service Packs and Releases

6.1. It is your sole responsibility to install and implement the Software, as well as a new Release or Service Pack and to ensure any necessary data conversion and to execute any kind of required changes to the configuration or the customization of your equipment and software, including ensuring the compatibility of any additional equipment or software with Software provided by Oddr.

6.2. You will, at your expense, obtain any necessary permits and consents required to install the Software at your site or network. If you purchased any of Oddr's installation services, Oddr will install the Software, Releases or Service Packs or cause it to be installed in accordance with mutually agreed specifications and timeframes. If the installation requires remote or onsite support by a qualified Service Technician and/ or special tools provided by Oddr, you will be notified accordingly.

It is your responsibility to obtain any kind of required installation services and to ensure that the installation site incl. IT infrastructure is ready when the installation is scheduled. Failure to comply with this obligation causing additional works or waiting times entitle Oddr to charge appropriate additional compensation on time and material basis or at Oddr's standard rates.

7. Duty to Upgrade

7.1. If a known error in a previous version of the Software has been already corrected with the current or a prior version, Oddr retains the right to require you to upgrade to the current version, that contains the respective error correction to ensure due functioning of the Software. For the avoidance of doubt, for new errors Oddr will provide error corrections only for the latest and previous Release of the Software.

7.2. If you reject such an upgrade requested by Oddr, Oddr may exclude any service activities in respect to this error. Oddr may then charge you on time and material basis or at Oddr's standard rates for any service related to this error, until you upgrade to the then current version of the Software.

8. Remote Support

You are entitled to receive remote support via telephone or electronic communication systems during office hours of the service center where your Software Care customer account is managed and which is communicated to you, unless otherwise agreed in your service package. In the absence of a nominated service center, the local Oddr entity in the time zone where the Software under this Software Care is installed or was installed initially, is designated to support you.

9. Data Retrieval

9.1. By entering into Software Care, you agree to allow the company identified in the Software Care and other members of the Oddr group of companies or its authorized partners to retrieve information from the Software and/or product with regards to the installed base (e.g. serial number, software version) and to the product configuration and performance (e.g. Product configuration parameters,

profiles, data or files; error, performance, change and other data logs produced by the Software), to the extent necessary for executing service interventions.

- 9.2. Technical and other information, like installed base data (types, serial number, software version, IP-address, location) or performance data (wearing parts, online-offline, events and notifications) may be retrieved by or provided to Oddr or a member of the Oddr group of companies or authorized partners. Oddr or other members of the Oddr group of companies may use such information during registration or operation of the Software, for customer support and for internal business purposes, including product development and sales/ marketing activity in compliance with applicable laws. Oddr and members of the Oddr group of companies will not divulge such information to third parties in a manner that allows personal identification.

10. Customer's Remedies

- 10.1. Your sole and exclusive remedy for a failure to provide error corrections for Software in accordance with this SSA is the right to terminate the respective Software Care with Oddr. Oddr will thereafter refund the portion of the fees paid for the remainder of the then current term of the respective Software Care for Software.
- 10.2. Liability for direct damages or losses shall be limited to the amounts paid and to be paid by you to Oddr for the respective contractual year of the Software Care in which the incident giving rise to the claim occurred.
- 10.3. IN NO EVENT WILL Oddr BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER THE CONTRACT WOULD FAIL OF ITS ESSENTIAL PURPOSE. Such damages include but are not limited to loss of profits or revenues, loss of use of Oddr equipment or associated equipment and software, cost of substitute equipment or software, facilities, down time costs, increased construction costs, damage to reputation, loss of customers, or claims of your customers or contractors for such damages.
- 10.4. Any further liability is excluded, except in cases of intent, bodily harm or where applicable mandatory legislation prohibits such exclusion or above named limitations, to the extent such prohibition is obligatory and applicable in the specific case.

11. Severability

If any of the SSA provisions conflicts with or are invalid under applicable law, these provisions will be read as if such term or provision was not included. The invalid, illegal, or unenforceable provision will be deemed automatically modified reflecting the commercial mutual intention of the parties and so modified included in this SSA. Such modifications will be made to the minimum extent necessary to make the provision valid, legal, and enforceable. Oddr's waiver or excuse of any noncompliance with these Terms and Conditions does not constitute a waiver or excuse of any prior or subsequent noncompliance.

12. Applicable Law and Jurisdiction

The performance of the parties to this SSA, and the relationship between the parties, is subject to the applicable laws of the country where the Oddr office identified on the Order Documents is located; if the Oddr office identified on Order Documents is located in the United States of America, the laws of the State of California apply. The exclusive venue for claims arising under this agreement is the court with competent jurisdiction nearest to the Oddr office identified on the Order Documents; if the Oddr office identified on the Order Documents is located in the United States of America, the courts of the State of California are the exclusive venue. However, Oddr reserves the right to initiate court proceedings against you at any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods as well as conflict of laws provisions are explicitly excluded.