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

Last revised: 21. July 2023

§ 1   Scope of Application

(1)   These GTC only apply 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 the "cop agent" Software or interfaces and the provision of accompanying services (e.g., support services) with its customers exclusively based on these 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)   These GTC, as amended, also apply 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)   Unilateral modifications or amendments to these GTC affecting existing contracts are only allowed to the extent that the balance between the service and the payment is not disproportionately changed to the detriment of Customer. ITscope shall notify Customer in advance of any modifications or amendments of these GTC in the course of an existing contractual relationship by email or by a notice on the ITscope Platform, or in software purchased by Customer. 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 Platform provided by ITscope and the use of data stored in the underlying 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 (e.g. cop agent) or via the online interfaces provided by ITscope (e.g. "Standard-Integration" or "Individual API-Integration" for third-party systems like ERPs).

(2)   Customer may use the ITscope platform either merely as a dealer ("Reseller"), in particular, for extracting product master 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 listed on the Platform are entitled to upload their own supplier-related pricelists with their individual 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 and listing subscribers are subject to the special terms and conditions set forth in these GTC and their Schedule(s).

(3) A description of features and functionality of software and interfaces provided by ITscope can be found in the relevant product description on the Website of ITscope. Customer will receive software in the current version as of delivery date and solely in object code. ITscope may deliver software at its discretion via download or a suitable storage medium. Customer has no right to receive the source code of the software. Together with the software, Customer will receive an electronic user manual integrated into the software. Customer itself is responsible for the installation of the Software.

(4) 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.

(5) 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 to manage Customer's subscriptions). When Customer enters into a (free) subscription agreement, 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 Schedule to these 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 conclusion of a contract, 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 conclusion 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 functionality of the Platform. If Customer does not enter into an additional subscription agreement on the use of the Platform, only the basic account will remain available to Customer upon the expiration of the test period.

(5) Subscription agreements that are subject to a charge may be concluded directly via the ITscope Platform following registration by Customer. Depending on the type of subscription, Customer will be provided with different features and rights to use the database contents. Conclusion of a subscription agreement requires the Customer to express 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 or within the software provided; 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). The GTC (as amended at any time) will be available for inspection by Customer on the ITscope website (www.ITscope.com).

§ 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 entering into the agreement. 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 Sec. 7 of the German Act Against Unfair Competition (UWG). Customer will indemnify and hold ITscope harmless from and against any claims made by other customers or third parties resulting from a violation of Sec. 7 of the German Act Against Unfair Competition (UWG) committed by Customer.

(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) Customer shall enter into a paid subscription agreement in order to use features of the Platform. 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 and the various subscription plans are set forth in the Schedule to these 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.

(5) Customer is responsible for ensuring compliance with the minimum technical requirements defined in each case by ITscope with regard to the infrastructure Customer employs in order to gain access to and use the Platform or software provided, in particular with regard to Customer's web browser and internet connection.

§ 6 Upload of data and contents by the Customer

(1) By uploading contents to the ITscope Platform, Customer grants ITscope the non-exclusive, world-wide right to use Customer's company and product related data and 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 data and contents in the ITscope database, to reproduce, modify or change (e.g., by changing the size or format) it and to make it available to the public via the Platform.

(2) When creating contents while using the ITscope Platform, Customer grants ITscope the non-exclusive, world-wide rights to use such contents without any limitation in time, 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 listed on the Platform, Customer grants ITscope the non-exclusive, world-wide rights to use its pricelist data (including links to product images) made available at the time of import, for the purpose of publication and exploitation on the ITscope Platform for the term of the contractual relationship. In particular, this includes the right to exploit such 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 of pricelist data by way of sublicensing for reproduction and public communication in accordance with the service description of the

corresponding subscription (e.g., for inclusion in Customer's own ERP system). To the extent that pricelist data of Supplier has been included in the ITscope database, ITscope may also use such data beyond the termination or expiration date of the contract with Supplier.

(5) Customer bears the sole responsibility for any data or contents uploaded to the Platform. In the event that Customer uploads company and product related data or contents to the Platform (including pricelist 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 no third party rights – apart from the rights of the original manufacturer – in and to pricelist data (in particular, product images and product descriptions) they made available that might preclude or restrict the contractual use and exploitation by ITscope and that such data were not unlawfully extracted from protected works of other right holders. Supplier's pricelist shall include (links to) product images from photo archives or commercial third party images only under the condition that Supplier 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.

(6) Customer is not allowed to upload data or contents that violate statutory provisions or these 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 these GTC, ITscope reserves the right to suspend Customer's access and to delete data or contents if there is substantial reason to believe that they infringe third party rights, violate applicable law or these 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.

(7) ITscope does not actively monitor the data or contents uploaded by Customer or made available by third parties and expressly does not endorse or assume any responsibility for such items. 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.

(8) 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 Grant of Rights to Use the Database and Software.

(1) The database made available by ITscope is protected under copyright law for the benefit of ITscope. Upon conclusion of the agreement on 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 subscription agreement, in addition to the rights set out in para. 1, Customer is granted the non-exclusive right, limited to the term of the corresponding subscription agreement, to retrieve and/or export certain data and contents from the ITscope database provided for that purpose by ITscope, using the technical means (e.g. interfaces) made available for that purpose, and to use such data or contents for Customer's own business purposes as described in further detail in the Schedule to these GTC.; This includes, for example, Customer's right to retrieve data for export purposes within the context of its subscription and to incorporate such data into its own software systems (e.g. its ERP system). 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 Schedule to these GTC.

(3) Unless explicitly allowed in the subscription agreement with Customer, including a subscription which permits export, the following types of use are prohibited:

a. retrieval, extraction 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. publishing the names and pricelist data of listed suppliers, e.g. individual price & stock information, article numbers, prices, availability, etc.

d. 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), (i) the number of users accessing the database via the cop agent software refers to the number of users simultaneously logged in (concurrent users), or (ii) if users access the database using a web browser or via the online interface "Standard-Integration" provided by ITscope, 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 online interfaces made available by ITscope for this purpose.

(6) ITscope grants Customer the non-exclusive, inalienable right, limited to the term of the corresponding subscription agreement, to use the software ("cop agent") provided, solely for internal business purposes of Customer as agreed. Within the scope of contractual use, the customer shall be entitled to reproduce the software to the extent necessary and to make backup copies, which shall be marked as such. Copyright and other intellectual property right notices within the software provided may neither be removed nor changed by the Customer. The Customer shall not be entitled to translate, edit or redesign the Software beyond the scope permitted by mandatory law - in particular the scope regulated by section 69d of the German Copyright Act (UrhG). Disassembly and decompilation of the Software in order to establish the interoperability of the Software with other programs

is only permitted within the mandatory limits of section 69e, German Copyright Act (UrhG), and only if ITscope does not voluntarily provide the necessary information and documents within a reasonable period of time despite Customer's written request.

(7) In the event of a violation of the above terms of use, ITscope has the right to temporarily deactivate Customer's access to the Platform 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 Agreement, Termination and Deactivation

(1) The basic account is valid for an indefinite term and may be deleted by Customer at any time. The basic account of Customer may be deactivated by ITscope if Customer fails to use the Platform for a period of three (3) months.

(2) During a non-recurrent test period of 30 calendar days after the activation of its basic account, Customer is entitled to use the Platform free of charge to an extent to be defined at the discretion of ITscope. ITscope may 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 Platform 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 valid for 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) months' 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 or a new contract term is agreed upon.

(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 is in default with its payments or violates any other material duty under these GTC, or repeatedly violates material duties resulting from contracts concluded via the Platform with other users. 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's right to use the Platform, Software and database contents ends automatically and Customer shall promptly and fully delete the software components and 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 software and database contents shall be confirmed to ITscope in writing within ten (10) calendar days.

§ 9 Prices and Terms of Payment

(1) Upon conclusion 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) Customer may effect payment by a usual bank transfer, the SEPA direct debit procedure or a money transfer via PayPal to payment@ITscope.com. Customer will bear any bank and transaction charges.

(4) 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.

§ 10 Compensation Adjustments

(1) ITscope has the right to adjust the agreed compensation for existing subscriptions:

    a. If underlying conditions relevant to the calculation of subscription compensation change due to circumstances that are beyond ITscope's control;

    b. If this significantly affects the costs of providing performance by ITscope;

    c. Especially where new laws or regulations or technical requirements lead to increased expenses for ITscope (e.g. for necessary functional extensions of the Platform) or where ITscope avails itself of the infrastructure, products or services of other service providers in order to provide performance and where such preliminary services are not available to ITscope or only in a different form and/or at a higher price (e.g. higher data center costs), without this being due to circumstances for which ITscope is responsible.

    An increase in compensation due to such specific increases in costs shall be implemented only if and insofar such increase cannot be mitigated by reductions in costs elsewhere.

(2) Furthermore, 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 (e.g. increases in employee salaries, rents, energy costs etc.). In order to calculate the compensation change and justify it, ITscope may use the official consumer price index in Germany or the index of average salaries paid in

the IT industry in Germany (or a similar wage cost index). The adjustment is calculated based on the index change since the last price adjustment, or the index change since the beginning of the current subscription agreement, if no price adjustment has taken place since then.

(3) 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 ten (10) percent per annum 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.

§ 11 Warranty and Liability

(1) ITscope is not liable for the legal, financial or delivery capacity of its customers trading on the ITscope platform. Furthermore, ITscope is not liable for any fulfillment or warranty obligations resulting from delivery contracts negotiated or executed on the Platform.

(2) 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 of these products or derived from supplier pricelists. 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.

(3) In the event that supplies and/or services of ITscope should be subject to statutory liability for defects, ITscope shall rectify this defect within a reasonable period, at the discretion of ITscope either by subsequent improvement or by shipping a replacement. If rectification of a defect fails definitively, Customer is entitled to terminate the agreement(s) affected by the defect with immediate effect, but has no right to rescind the contract. ITscope will only be liable for damages subject to the following paragraphs.

(4) 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 (i) the amount of the annual subscription fees (if applicable, extrapolated for monthly subscriptions) or (ii) EUR 50.000,-, whichever amount is higher.

(5) 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 (or the period defined by mandatory law, whichever is longer) from the commencement of the statute of limitations period.

(6) Customer shall take all necessary and reasonable measures to prevent or limit any damage, in particular Customer shall ensure the regular backup of its data. ITscope shall be liable for the recovery of data within the limits of Section 11 (4) only to the extent that Customer has ensured that the data kept in electronic form can be reproduced at any time with reasonable effort.

(7) Liability for damages asserted based on death or bodily harm, health damage and under the Product Liability Act remains unaffected by the above provisions.

(8) Customer agrees to indemnify and hold ITscope free from any third party claims and resulting damage or costs (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).

§ 12 Infringements of Intellectual Property Rights

If a third party asserts claims vis-à-vis Customer due to an alleged infringement of an intellectual property 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 § 11 to the extent that they are due to the violation of a contract duty for which ITscope is responsible.

§ 13 Confidentiality

(1) The contracting parties agree to keep in strict confidence any trade or business secrets entrusted or made available to them, or of which they otherwise become aware, and to use such confidential information solely for the contractually intended purpose and not to disclose it to third parties. Confidential information includes, in particular, (i) the contents of databases, especially suppliers' names and the data in suppliers' pricelists, especially supplier-related article numbers, prices, availability, (ii) the software and interfaces as expressed in any form including documentation, (iii) information about internal business procedures and processes, (iv) information about business and customer relations, (v) the contents of agreements and prices, (vi) other trade secrets within the meaning of the German Act on Trade Secrets (GeschGehG). The contracting partners shall only grant or procure access to confidential information for employees and sub-contractors who are subject to a confidentiality obligation and who require knowledge of such information in order to perform the agreement.

(2) The confidentiality obligation does not apply to confidential information (i) that was known to the recipient beforehand without a confidentiality obligation applying, or (ii) that is or becomes common knowledge without the recipient being responsible for this, or (iii) that was lawfully disclosed to the recipient by a third party without a confidentiality obligation applying, or (iv) that was provenly developed independently by the recipient.

(3) The contracting parties agree to keep safely and protect against third-party access all business items, storage media, software and documents made available to them, and to return such items to the other contracting partner at any time upon a corresponding request made.

(4) The contracting partners shall not commercially exploit or emulate confidential information in any manner whatsoever beyond the bounds of the specific purpose for which it was provided, and shall not cause third parties to do so on their behalf. It is prohibited to obtain trade or business secrets by way of observation, analysis, deconstruction or testing of database contents that are in the lawful possession of Customer and are based on trade or business secrets of ITscope or its suppliers. This also applies to an extraction or other deriving (no matter by what technical means) of individual data from a single set of data (e.g. a supplier's pricelist or a product data sheet), even where the Customer is in principle entitled to export the data set within the context of its subscription.

(5) Other agreements on the confidentiality of information and the exploitation thereof as well as statutory obligations, for example under the German Act on Trade and Business Secrets (GeschGehG) and the relevant applicable data protection law, shall remain unaffected.

§ 14 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 entering into, 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) If Customer provides ITscope with access to data that is attributable to a specific or identifiable person (in particular, employee data or user data), Customer shall ensure that all requirements necessary for the transfer and processing of data by ITscope and its subcontractors are met in accordance with the relevant statutory provisions.

(3) If ITscope processes personal data having been commissioned by and according to the Customer's instructions, the contracting partners shall enter into a corresponding agreement on data-processing on commission, which meets the requirements of the EU General Data Protection Regulation (GDPR).

§ 15 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 these GTC should be invalid in whole or in part, the remaining provisions of these GTC shall continue to be in full

force and effect. The contracting partners 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 these 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 email. Any waiver of the written form requirement must be in writing.

(4) The sole 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 apply exclusively to the contractual relationship, to the exclusion of the UN CISG.

Schedule "Description of Subscriptions"

A. Supplementary Contract Clauses for "Listing" subscriptions (for Suppliers)

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

(1)   By purchasing a Listing 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 descriptions, product data sheets, images, prices and availability (collectively referred to as "pricelist") 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. Data contained in the price list 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 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 price list updates on certain days for technical reasons.

(4)   ITscope shall check the price list for consistency at a regular basis, and inform Supplier electronically if the price list cannot be imported due to changes of its 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 price list 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 price list 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 the price list for upload, Supplier shall exercise due care. In particular, Supplier shall ensure that its price list is updated promptly and at regular intervals (no less than once per business day), in particular, the information regarding the price and availability of the products offered.

(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 price list or individual offers 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 offers 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 conclusion 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 Subscriptions

I. Features of all reseller subscriptions

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

- Use of the ITscope catalogue (Lookup of products and general supplier information on products, 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 reseller subscriptions with procurement functions

In addition to the features described in B.I., a paid procurement subscription gives Customer the following options and authorizations:

- Creation, processing and management of shopping carts and orders

- 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).

III.   Specific features of reseller subscriptions with sale functions

In addition to the features described in B.I., a paid sale subscription gives Customer the following options and authorizations:

(1) Creation, processing and management of quotes and inquiries

(2) Management of end customers, end customer portals ("B2B Shop"), end customer product portfolios and interfaces to end customers' ITsystems as contained in the subscription.

(3) Direct ordering by end customers to the Reseller via technical or communication link (e.g., via email) with the internal order placement system of Reseller (specific type of link depends on the order placement system used by end customer which is beyond the control of ITscope).

IV.   Specific features of subscriptions with standard integration, export feature or API interface

(1) Subscriptions that include the use of database contents in internal IT systems of Customer (e.g. ERP, merchandise management system) via "Standard Integration"

- All features as described in B.I.

- Additionally: export of database contents into the internal IT systems of Customer ("third-party system", e.g. ERP system, merchandise management system), provided the following conditions are met:

  o Only data that ITscope expressly provides for export (even if Customer is technically capable of accessing and retrieving other data); type and quantity of exportable data vary depending on third-party system and the type of subscription ordered.

o Retrieval only via the interfaces and export features provided by ITscope and the third-party system for this purpose, within the Platform or via the "cop agent".

o Right, limited to the term of the subscription, to use in the internal IT systems of Customer approved by ITscope for this purpose (e.g., in its ERP-/ merchandise management system) including any reproduction required for this purposes.

o Use of exported 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.

o Transfer of the data to Customer's online store is not permitted within the scope of the "Standard Integration" subscription.

o Users who access the ITscope Platform via the interface of the third-party system must be licensed in accordance with §7 (1) and §7 (4) hereof.

(2) Subscriptions with export functionality or "Individual API integration" capability for internal IT systems of Customer (e.g. ERP, merchandise management system) and external online shop systems

- All features as described in (1)

- All accesses done through "Individual API Integration" count as one user in the sense of § 7 (1) and § 7 (4).

- In addition, Customer has the right to include and use 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 and restrictions apply in that case:

  o Customer shall ensure that 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).

  o Use of exported data exclusively in Customer's own online shop; no dissemination/disclosure or sub-licensing of data to third parties.

    o Use of the exported data is limited to the usual and necessary extent for the offer of an online store or to the corresponding acts of use necessary for the operation of such an online store, i.e. in order to sell products to end customers via the online store in its own name and for its own account (e.g. display of products in the online store incl. purchase price, availability and estimated delivery time of the product).

    o In this respect, the following acts of use in particular are **not** permitted:

      - the creation of a multi-supplier catalog or any other supplier database;

      - the naming of or other reference to suppliers/pre-suppliers of the products (also not pseudonymized);

- the assignment of certain products and product-related data to certain suppliers/pre-suppliers, e.g. the indication of prices, availability and quantities of certain products from certain suppliers;

- other acts of use that typically belong to the operation of online marketplaces, online search engines or comparison portals.

o ITscope provides manufacturer Product images and marketing texts but may not grant a license to use this kind of data. Customer therefore uses such contents at its own risk.

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/