

TERMS AND CONDITIONS OF PETERSON TECHNOLOGIES GMBH

1. Unless otherwise specifically agreed in writing, Peterson Technologies GmbH (hereinafter called "the Company") undertakes services in accordance with these general conditions (hereinafter called "General Conditions") and accordingly all offers or tenders of service are made subject to these General Conditions. All resulting contracts, agreements or other arrangements will in all respects be governed by these General Conditions, except only to the extent that the law of the place where such arrangements or contracts are made or carried out shall preclude any of the General Conditions and in such case such local law shall prevail wherever, but only to the extent that, it is at variance with these General Conditions.

2. The Company is an enterprise engaged in provision of IT Services (hereinafter defined as "Services") which shall include but not limited to application services (including on an SaaS model), network services, data center services, web-hosting, desktop management services, helpdesk services and where applicable, testing and geo mapping services.

3. The Company acts for the persons or bodies from whom the instructions to act have originated (hereinafter called "the Principal"). No other party is entitled to give instructions, particularly on the scope of the Services and other deliverables unless so authorized by the Principal and agreed by the Company.

4. The Company will provide services in accordance with:

4.1. the Principal's specific instructions as confirmed by the Company;

4.2. the scope, description of work, implementation plan and development plan (where relevant) which sets out inter alia the timelines, milestones, and stages for the implementation, development and performance.

4.3. the terms of the Company's Standard Order Form and/or Standard Specification Sheet if used;

4.4. any relevant trade custom, usage or practice;

4.5. such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

5. The Services and information provided for the Services are provided "As Is", without warranties of any kind. The Company disclaim any and all warranties, whether express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose or any warranty of title or infringement. However:

5.1. All enquiries and orders for the supply of Services must be accompanied by sufficient information specifications and instructions to enable the Company to evaluate and/or perform the services required;

5.2. Where relevant, if there is an Acceptance Criteria being imposed, the Principal shall be responsible for the preparation of all necessary test data specified in the acceptance criteria for the Acceptance Criteria. The Company shall be entitled to observe and to the extent considered reasonable by Company, participate in the Acceptance Test. The Principal shall be deemed to have accepted the Services, when the Principal has satisfactorily completed the Acceptance Test.

5.3. Documents reflecting engagements contracted between the Principal and third parties, or third parties' documents, such as copies of contracts of sale, letters of credit, bills of lading

etc., are (if received by the Company) considered to be for information only, without extending or restricting the mission or obligations accepted by the Company.

5.4. The Principal agrees and acknowledges not to disclose certain information, material or data which the Company deemed sensitive/privileged/confidential/trade secret ("Prohibited Information"), and use its best efforts to ensure that their employees, officers, directors, agents, servants, sub-contractors and/or any other person authorized by the Principal not to make public or disclose the Prohibited Information, without the Company's prior written consent. The Principal understands and agrees that it is not allowed to sell, license, develop or otherwise exploit any parts, services, documents (if any) or information which embody in whole or in part any Prohibited Information.

5.5. The Principal warrants not to use, attempt to use or assist any other person or persons in using the Services for any unlawful or illegal purpose or any other purpose which is prohibited under this General Terms and Conditions.

5.6. The Principal acknowledges that, unless and to the extent stipulated to the contrary, the Company remains the sole owner of the Services (inclusive of its derivatives) and all Intellectual Property Rights associated with the Services. Unless ownership of Intellectual Property Rights in the Services have been vested in the Principal, the Principal is prohibited from undertaking any of the following:

(a) Copy, modify, duplicate, create derivative works form, frame, mirror, republish, download, transmit, or distribute all or any portion of the Services and/or documentation (as applicable) in any form or media or by any mean;

(b) Reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;

(c) Use the Services and/or Documentation to provide services to third parties;

(d) License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or documentation available to any third party except with the authorized written approval of the Company;

(e) Attempt to obtain, or assist third parties in obtaining, access to the Services and/or documentation, other than as provided by this terms and conditions.

5.7. The Principal shall use all reasonable endeavors to prevent any unauthorized access to, or use of the Services and/or Documentation and, in the event of such authorized access or use, to promptly notify the Company.

5.8. The rights provided herein are granted to the Principal only and shall not be considered granted to any subsidiary, associate company or holding company of the Principal.

5.9. The Principal shall release and indemnify us, our employees, officers, directors, agents, servants, subcontractors and any other person authorized by the Company against all claims, actions, and demands (including the cost of defending or settling any claim, action or demand), which may be instituted against us arising out of the usage of the Services, as a result of your actions, inactions, or negligence, your employees, officers, directors, agents,

servants, subcontractors and any other person authorized by the Principal, if any, or any other person for whose acts or omissions you're vicariously liable.

5.10. The granting of access to the Services (if it is subscription based) shall not be construed as the granting of a license under any patent, patent application, copyright, copyright registration, trademark law, trade secret or other proprietary right to any person or entity or implying any obligation other than is specifically stated herein.

5.11. The Company shall, in providing the Services comply with its [Privacy and Security Policy] relating to the privacy and security of the Principal's Data available at www.controlunion.com] or such other website address as may be notified to the Principal from time to time, as such document may be amended from time to time by the Company, in its sole discretion.

5.12. If the Company processes any personal data on the Principal's behalf when performing its obligations, the parties record their intention that the Principal shall be the data controller and the Company shall be the data processor and in any such case:

(a) The Principal acknowledges and agrees that the personal data may be transferred or stored outside where the Principal is located in order to carry out the Services and other obligations of the Company;

(b) The Principal shall ensure that the Principal is entitled to transfer the relevant personal data to the Company so that the Company may lawfully use, process and transfer the personal data in accordance with its obligations, on the Principal's behalf.

(c) The Principal shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

(d) The Company shall process the personal data only in accordance with this General Terms and Conditions and any lawful instructions reasonably given by the Principal from time to time.

(e) Each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. The Company's standard services may include all or any of the following:

6.1. Advisory services and geo-services and any services ancillary to the IT Services (which shall be invoiced accordingly).

6.2. The operation of drones or RPAS (Remotely Piloted Aircraft Systems) in order to facilitate the above said services.

7. The Principal will:

7.1. ensure that instructions to the Company and sufficient information (in the specified form and manner) and documents are given in due time to enable the required Services to be

performed effectively, inclusive but not limited to facts and circumstances that may be relevant in connection with the Services. Further, the Principal shall guarantee the correctness, completeness and reliability of any information provided to the Company;

7.2. procure all necessary access for the Company's representatives to enable the required Services to be performed effectively;

7.3. supply, if required, any special equipment and personnel necessary for the performance of the required services.

7.4. ensure that its network and systems comply with the relevant specifications provided by the Company from time to time.

7.5. Be solely responsible from procuring and maintaining its network connections and telecommunications links from all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Principal's network connections or telecommunications links or the internet.

7.6. ensure that all necessary measures are taken for the safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether requested or not;

7.7. take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the required services.

7.8. inform the Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing (where relevant) including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

7.9. fully exercise all its rights and discharge all its liabilities under any related contract whether or not a report or certificate has been issued by the Company (where relevant) failing which the Company shall be under no obligation to the Principal.

7.10. The Principal shall, upon request and reasonable prior notice, permit/ provide to or procure for the Company and/or internal and/or external auditors and/or examiners of the Company, to have limited access on such controlled documents pertaining to the transactions contemplated by the engagement.

8. The Company shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted for with the Principal to any agent or subcontractor.

9.

9.1. The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only where such skill and care is not exercised.

9.2. The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Company shall in no circumstances exceed a total aggregate sum equal to 10 (ten) times the amount of the fee or commission payable in respect of the specific services required under the particular contract with the Company which gives rise to such claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal. Where the fee or commission payable relates to a number of services and a claim arises in respect of one of those services the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimated time involved in the performance of each service.

9.3. However, the Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within six (6) months after the date of performance by the Company of the service which give rise to the claim or in the event of any alleged non-performance within six (6) months of the date of such service should have been completed.

9.4. The limit of liability of the Company under the terms of Condition 10.2 may be increased upon request received by the Company in advance of the performance of the service to such figure as may be agreed upon payment of additional fees equal to an appropriate fraction of the increase in such compensation or as may be agreed upon.

9.5. Where legislation implies any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included. However, the liability of the Company shall be, to one or more of the following:

(a) If the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods

(ii) the repair of such goods

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the goods repaired; and

(b) if breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

9.6. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Principal seeking a guarantee against loss or damage should obtain appropriate insurance.

10.

10.1. The Principal shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned herein.

10.2. The Company shall indemnify, defend, and hold and save harmless, the Principal, and its officers and employees, from and against all suits, proceedings, claims, demands, losses and liability brought by any third party against the Principal, arising out of or in connection with a claim that the materials, property, plans, compositions, methods or processes and

equipment made, used or furnished by the Company in connection with Services infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right.

10.3. The indemnity set forth above, shall not apply to: (i) a claim of infringement resulting from the Company's compliance with specific written instructions by the Principal directing a change in the specifications for the materials, property, plans, compositions, methods or processes and equipment to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Company, or (ii) a claim of infringement resulting from additions to or changes in any materials, property, plans, compositions, methods or processes and equipment furnished under a Contract if the Principal or another party acting under the direction of the Principal made such changes.

11. Every officer, employee, agent or subcontractor of the Company shall have the benefit of the limitation of compensation and the indemnity contained in these General Condition and so far as relates to such limitations any contract entered into by the Company is entered into not only on its own behalf but also as agent and trustee for every such person as aforesaid.

12. In the event that any unforeseen problems or expenditure arise in the course of carrying out any of the contracted Services the Company shall be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the Services.

13.

13.1. The Principal will punctually pay not later than 30 days after the relevant invoice date or within such other period as may have been agreed in writing by the Company all proper charges rendered by the Company failing which interest will become due at the rate of 7 per cent per annum from the date of invoice until payment.

13.2. The Principal shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, cross claim or set off which it may allege against the Company.

13.3. The Company will charge reasonable travel costs (transportation), subsistence and accommodation costs and/or expenses in addition to the fees charged and will be invoiced accordingly.

13.4. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any Services for which an order has been given or agreement made, the Principal will pay the Company:

- i. The amount of all abortive expenditure actually made or incurred;
- ii. A proportion of the agreed fee or commission equal to the proportion (if any) of the IT Services actually carried out;
- iii. The Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

13.5. In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Principal the Company shall be entitled to suspend all further performance of its services forthwith and without liability.

14. The Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within 6 months after the date of performance by the Company of the service which gives rise to the claim or in the event of any alleged non- performance within 6 months of the date when such service should have been completed.

15. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Principal seeking a guarantee against loss or damage should obtain appropriate insurance.

16. No alteration, amendment or waiver of any of these General Conditions shall have any effect unless made in writing and signed by an officer of the Company.

17. Interpretation

(a) A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

(b) Words in the singular shall include the plural and vice versa.

(c) A reference to one gender shall include a reference to the other genders.

(d) A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account any amendments, or extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

(e) A reference to writing or written includes faxes.

18. All disputes existing between the parties shall be heard exclusively by a competent court in Germany, unless the Company elects for another international competent court.

19. All agreements between the Company and the Principal are subject to German Law.

20. All judicial and extra judicial costs incurred by the Company because of payment of an invoice was not made (in good time), shall be paid by the Principal. The extra judicial costs are deemed to amount to at least 15% of the amount which is claimed.