Oba 4.0 Enterprise Subscription Agreement

Note: Version 8.0 - 2019-01-31

By subscribing to the OBA 4.0 Distribution services (the "Services") provided by Databooz SHPK and its affiliates (collectively, "Databooz SHPK") in relation with OBA 4.0 or OBA 4.0 Distribution (the "Software"), hosted on Databooz SHPK's Cloud platforms (the "Cloud Platform") or on-premises ("Self-Hosting"), you (the "Customer") are agreeing to be bound by the following terms and conditions (the "Agreement").

1 Term of the Agreement

The duration of this Agreement (the "Term") shall be specified in writing on conclusion of this Agreement, beginning on the date of conclusion. It is automatically renewed for an equal Term, unless either party provides a written notice of termination minimum 30 days before the end of the Term to the other party.

2 Definitions

User Any active user account with access to the Software in creation and/or edition mode. Deactivated user accounts and accounts used by external people (or systems) who only have limited access to the Software through the portal facilities (known as "portal Users") are not counted as Users.

App An "App" is a specialized group of features available for installation in the Software, and listed in the public Pricing section of Databooz website (http://www.databooz.com).

Bug Is considered a Bug any failure of the Software that results in a complete stop, error traceback or security breach, and is not directly caused by a defective installation or configuration. Non-compliance with specifications or requirements will be considered as Bugs at the discretion of Databooz SHPK (typically, when the Software does not produce the results or performance it was designed to produce, or when a country-specific feature does not meet legal accounting requirements anymore).

Covered Versions Unless specified otherwise, the Services provided under this Agreement are applicable only to the Covered Versions of the Software, which include the 3 (three) most recently released major versions.

To be covered by the current Agreement, the Customer has to run the most recent Covered Version at the time of conclusion of this Agreement. When this is not the case, additional costs are applicable, as described in *5 Charges and Fees*.

3 Access to the Software

The Customer can use the Software hosted on the Cloud Platform, or choose the Self-Hosting option. The Cloud Platform is hosted and fully managed by Databooz SHPK, and accessed remotely by the Customer. With the Self-Hosting option, the Customer instead hosts the Software on computer systems of their choice, that are not under the control of Databooz SHPK.

For the duration of this Agreement, Databooz SHPK gives the Customer a non-exclusive, nontransferable license to use (execute, modify, execute after modification) the OBA 4.0 software, under the terms set forth in *9 Appendix A: OBA 4.0 Distribution*.

The Customer agrees to take all necessary measures to guarantee the unmodified execution of the part of the Software that verifies the validity of the OBA 4.0 usage and collects statistics for that purpose, including but not limited to the running of an instance, the number of Users and installed Apps.

Databooz SHPK commits not to disclose individual or named figures to third parties without the consent of the Customer, and to deal with all collected data in compliance with its official Privacy Policy, published at http://www.databooz.com/privacy.

Upon expiration or termination of this Agreement, this license is revoked immediately and the Customer agrees to stop using the OBA 4.0 software and the Cloud Platform.

Should the Customer breach the terms of this section, the Customer agrees to pay Databooz SHPK an extra fee equal to 300% of the applicable list price for the actual number of Users and installed Apps.

4 Services

4.1 Bug Fixing Service

For the duration of this Agreement, Databooz SHPK commits to making all reasonable efforts to remedy any Bug of the Software submitted by the Customer through the appropriate channel (typically, Databooz SHPK's service desk email address or website form), and to start handling such Customer submissions within 2 business days.

The Customer understands that Bugs caused by a modification or extension that is not part of the official Software will not be covered by this service.

As soon as the Bug is fixed an appropriate remedy will be communicated to the Customer.

For Self-Hosting, if the bug has been addressed in a more recent revision of the Covered Version of the Software used by the Customer, the Customer agrees to update its systems to that revision in order to obtain the correction. The Customer will not be asked to upgrade to a more recent Covered Version of the Software as a remedy to a Bug.

When a Bug is fixed in any Covered Version, Databooz SHPK commits to fixing the Bug in all more recent Covered Versions of the Software.

Both parties acknowledge that as specified in the license of the Software and in the *7.3 Limitation of Liability* section of this Agreement, Databooz SHPK cannot be held liable for Bugs in the Software.

4.2 Security Updates Service

Self-Hosting

For the duration of this Agreement, Databooz SHPK commits to sending a "Security Advisory" to the Customer for any security Bug that is discovered in the Covered Versions of the Software, at least
2 weeks before making the Security Advisory public, unless the Bug has already been disclosed publicly by a third party. Security Advisories include a complete description of the Bug, its cause, its possible impacts on the Customer's systems, and the corresponding remedy for each Covered Version.

The Customer understands that the Bug and the information in the Security Advisory must be treated as Confidential Information as described in *6.4 Confidentiality* during the embargo period prior to the public disclosure.

Cloud Platform

Databooz SHPK commits to apply the security remedies for any security Bug discovered in a version of the Software hosted on the Cloud Platform, on all systems under its control, as soon as the remedy is available, without requiring any manual action of the Customer.

4.3 Upgrade Services

Upgrade Service for the Software

For the duration of this Agreement, the Customer can submit upgrade requests through the appropriate channel (typically Databooz SHPK's upgrade service website), in order to convert a database of the Software from one Covered Version of the Software to a more recent Covered Version (the "Target Version").

For the Cloud Platform, upgrade requests are submitted directly from the control panel of the Cloud Platform, and do not require any data upload. For Self-Hosting, upgrade requests must include a complete backup copy of the Customer's database and the associated data (typically obtained from the Backup menu of the Software). Where necessary for data security or regulation reasons, the Upgrade Service includes an optional tool to anonymize identifiable data inside a database before submitting the upgrade request, and a tool to restore the anonymized data after the upgrade.

This service provided through an automated platform in order to allow the Customer to perform unattended upgrades once a previous version of the Customer's database has been successfully upgraded for a Covered Version. The Customer may submit successive upgrade requests for a database, and agrees to submit at least 1 upgrade request for testing purposes before submitting the final upgrade request.

The Upgrade Service is limited to the technical conversion and adaptation of the Customer's database to make it compatible with the Target Version, and the correction of any Bug directly caused by the upgrade operation and not normally occurring in the Target Version.

It is the sole responsibility of the Customer to verify and validate the upgraded database in order to detect Bugs, to analyze the impact of changes and new features implemented in the Target Version, and to convert and adapt for the Target Version any third-party extensions of the Software that were installed in the database before the upgrade (except where applicable as foreseen in section *Upgrade Service for third-party extensions*). The Customer may submit multiple upgrade requests for a database, until an acceptable result is achieved.

Upgrade Service for third-party extensions

For the duration of this Agreement, the Customer may request optional upgrade services for third-party extension modules of the Software, in addition to the regular Upgrade Services. This optional service is subject to additional fees (as described in *5 Charges and Fees*) and includes the technical adaptation of third-party modules installed in the Customer's database and their corresponding data in order to be compatible with the Target Version. The Customer will receive an upgraded version of all installed third-party modules along with the upgraded database.

4.4 Cloud Hosting Services

For the duration of this Agreement, when the Customer chooses to use the Cloud Platform, Databooz SHPK commits to providing at least the following services:

- Choice of multiple hosting regions (minimum 3: Europe, America, Asia/Pacific)

- Hosting in Tier-III data centers or equivalent, with 99.9% network uptime

- Grade A SSL (HTTPS) Encryption of communication

- Fully automated, verified backups, replicated in multiple regions

- Disaster Recovery Plan, tested regularly

4.5 Support Services

Scope

For the duration of this Agreement, the Customer may open an unlimited number of support tickets free of charge, exclusively for questions regarding Bugs (see *4.1 Bug Fixing Service*) or guidance with respect to the use of the standard features of the Software and Services (functionalities, intended use, configuration, troubleshooting).

Other assistance requests, such as questions related to development, customizations, installation for Self-Hosting, or services requiring to access the Customer's database, may be covered through the purchase of a separate Service Pack. In case it's not clear if a request is covered by this Agreement or a Service Pack, the decision is at the discretion of Databooz SHPK.

Availability

Tickets can be submitted online at http://www.databooz.com/help, or by phone directly to the various Databooz SHPK offices, subject to local opening hours.

5 Charges and Fees

5.1 Standard charges

The standard charges for the OBA 4.0 Distribution subscription and the Services are based on the number of Users, the installed Apps, the Software version used by the Customer, and specified in writing at the conclusion of the Agreement.

When during the Term, the Customer has more Users or more installed Apps than specified at the time of conclusion of this Agreement, the Customer agrees to pay an extra fee equivalent to the applicable list price (at the beginning of the Term) for the additional Users or Apps, for the remainder of the Term.

If at the time of the conclusion of this Agreement, the Customer uses a Covered Version that is not the most recent one, the standard charges may be increased by 50% for the duration of the first Term, at the sole discretion of Databooz SHPK, to cover the extra maintenance costs.

5.2 Renewal charges

Upon renewal as covered in section *1 Term of the Agreement*, if the charges applied during the previous Term are lower than the most current applicable list price, these charges will increase by up to 7%.

5.3 Charges for Upgrade Services of third-party modules

The additional charge for the Upgrade Service for third-party modules is EUR (€) 1000.00 (one thousand euros) per 1000 Lines of Code in the third-party modules, rounded up to the next thousand lines. Lines of Code include all text lines in the source code of those modules, regardless of the programming language (Python, Javascript, etc.) or data format (XML, CSV, etc.), excluding blank lines and comment lines.

Databooz SHPK reserves the right to reject an upgrade request for third-party modules under the above conditions if the quality of the source code of those modules is too low, or if these modules constitute an

interface with third-party software or systems. The upgrade of such modules will subject to a separate offer, outside of this Agreement.

5.4 Taxes

All fees and charges are exclusive of all applicable federal, provincial, state, local or other governmental taxes, fees or charges (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with purchases made by the Customer under this Agreement, except when Databooz SHPK is legally obliged to pay or collect Taxes for which the Customer is responsible.

6 Conditions of Services

6.1 Customer Obligations

The Customer agrees to:

- pay Databooz SHPK any applicable charges for the Services of the present Agreement, in accordance with the payment conditions specified in the corresponding invoice ;

- immediately notify Databooz SHPK when their actual number of Users or their installed Apps exceed the numbers specified at the conclusion of the Agreement, and in this event, pay the applicable additional fee as described in section *5.1 Standard charges*;

- take all measures necessary to guarantee the unmodified execution of the part of the Software that verifies the validity of the OBA 4.0 usage, as described in *3 Access to the Software* ;

- appoint 1 dedicated Customer contact person for the entire duration of the Agreement; When the Customer chooses to use the Cloud Platform, the Customer further agrees to:

- take all reasonable measures to keep their user accounts secure, including by choosing a strong password and not sharing it with anyone else;

- make a reasonable use of the Hosting Services, to the exclusion of any illegal or abusive activities, and strictly observe the rules outlined in the Acceptable Use Policy published at http://www.databooz.com/acceptable-use.

When the Customer chooses the Self-Hosting option, the Customer further agrees to:

- take all reasonable measures to protect Customer's files and databases and to ensure Customer's data is safe and secure, acknowledging that Databooz SHPK cannot be held liable for any data loss;

- grant Databooz SHPK the necessary access to verify the validity of the OBA 4.0 usage upon request (e.g. if the automatic validation is found to be inoperant for the Customer);

6.2 No Soliciting or Hiring

Except where the other party gives its consent in writing, each party, its affiliates and representatives agree not to solicit or offer employment to any employee of the other party who is involved in performing or using the Services under this Agreement, for the duration of the Agreement and for a period of 12 months from the date of termination or expiration of this Agreement. In case of any breach of the conditions of this section that leads to the termination of said employee toward that end, the breaching party agrees to pay to the other party an amount of EUR (€) 30 000.00 (thirty thousand euros).

6.3 Publicity

Except where notified otherwise in writing, each party grants the other a non-transferable, nonexclusive, royalty free, worldwide license to reproduce and display the other party's name, logos and trademarks, solely for the purpose of referring to the other party as a customer or supplier, on websites, press releases and other marketing materials.

6.4 Confidentiality

Definition of "Confidential Information": All information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. In particular any information related to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party should be regarded as confidential.

For all Confidential Information received during the Term of this Agreement, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information, but not less than reasonable care.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure, to the extent permitted by law.

6.5 Data Protection

Definitions "Personal Data", "Controller", "Processing" take the same meanings as in the Regulation (EU) 2016/679 and the Directive 2002/58/EC, and any regulation or legislation that amends or replaces them (hereafter referred to as "Data Protection Legislation")

Processing of Personal Data

The parties acknowledge that the Customer's database may contain Personal Data, for which the Customer is the Controller. This data will be processed by Databooz SHPK when the Customer instructs so, by using any of the Services that require a database (e.g. the Cloud Hosting Services or the Database Upgrade Service), or if the Customer transfers their database or a part of their database to Databooz SHPK for any reason pertaining to this Agreement.

This processing will be performed in conformance with Data Protection Legislation. In particular, Databooz SHPK commits to:

- (a) only process the Personal Data when and as instructed by the Customer, and for the purpose of performing one of the Services under this Agreement, unless required by law to do so, in which case Databooz SHPK will provide prior notice to the Customer, unless the law forbids it ;

- (b) ensure that all persons within Databooz SHPK authorised to process the Personal Data have committed themselves to confidentiality ;

- (c) implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure ;

- (d) forward promptly to the Customer any Data Protection request that was submitted to Databooz SHPK with regard to the Customer's database ;

- (e) notify the Customer promptly upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data ;

- (f) notify the Customer if the processing instructions infringe applicable Data Protection Legislation, in the opinion of Databooz SHPK;

- (g) make available to the Customer all information necessary to demonstrate compliance with the Data Protection Legislation, allow for and contribute reasonably to audits, including inspections, conducted or mandated by the Customer;

- (h) permanently delete all copies of the Customer's database in possession of Databooz SHPK, or return such data, at the Customer's choice, upon termination of this Agreement, subject to the delays specified in Databooz SHPK's Privacy Policy (http://www.databooz.com/privacy) ;

With regard to points (d) to (f), the Customer agrees to provide Databooz SHPK with accurate contact information at all times, as necessary to notify the Customer's Data Protection responsible.

Subprocessors

The Customer acknowledges and agrees that in order to provide the Services, Databooz SHPK may use third-party service providers (Subprocessors) to process Personal Data. Databooz SHPK commits to only use Subprocessors in compliance with Data Protection Legislation. This use will be covered by a contract between Databooz SHPK and the Subprocessor that provides guarantees to that effect. Databooz SHPK's Privacy Policy, published at http://www.databooz.com/privacy provides up-to-date information regarding the names and purposes of Subprocessors currently in use by Databooz SHPK for the execution of the Services.

6.6 Termination

In the event that either Party fails to fulfill any of its obligations arising herein, and if such breach has not been remedied within 30 calendar days from the written notice of such breach, this Agreement may be terminated immediately by the non-breaching Party.

Further, Databooz SHPK may terminate the Agreement immediately in the event the Customer fails to pay the applicable fees for the Services within the due date specified on the corresponding invoice.

Surviving Provisions: The sections "*6.4 Confidentiality*", "*7.2 Disclaimers*", "*7.3 Limitation of Liability*", and "*8 General Provisions*" will survive any termination or expiration of this Agreement.

7 Warranties, Disclaimers, Liability

7.1 Warranties

For the duration of this Agreement, Databooz SHPK commits to using commercially reasonable efforts to execute the Services in accordance with the generally accepted industry standards provided that:

- the Customer's computing systems are in good operational order and, for Self-Hosting, that the Software is installed in a suitable operating environment;

- the Customer provides adequate troubleshooting information and, for Self-Hosting, any access that Databooz SHPK may need to identify, reproduce and address problems;

- all amounts due to Databooz SHPK have been paid.

The Customer's sole and exclusive remedy and Databooz SHPK's only obligation for any breach of this warranty is for Databooz SHPK to resume the execution of the Services at no additional charge.

7.2 Disclaimers

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

Databooz SHPK does not warrant that the Software complies with any local or international law or regulations.

7.3 Limitation of Liability

To the maximum extent permitted by law, the aggregate liability of each party together with its affiliates arising out of or related to this Agreement will not exceed 50% of the total amount paid by the Customer under this Agreement during the 12 months immediately preceding the date of the event giving rise to such claim. Multiple claims shall not enlarge this limitation.

In no event will either party or its affiliates be liable for any indirect, special, exemplary, incidental or consequential damages of any kind, including but not limited to loss of revenue, profits, savings, loss of business or other financial loss, costs of standstill or delay, lost or corrupted data, arising out of or in connection with this Agreement regardless of the form of action, whether in contract, tort (including strict negligence) or any other legal or equitable theory, even if a party or its affiliates have been advised of the possibility of such damages, or if a party or its affiliates' remedy otherwise fails of its essential purpose.

7.4 Force Majeure

Neither party shall be liable to the other party for the delay in any performance or failure to render any performance under this Agreement when such failure or delay is caused by governmental regulations, fire, strike, war, flood, accident, epidemic, embargo, appropriation of plant or product in whole or in part by any government or public authority, or any other cause or causes, whether of like or different nature, beyond the reasonable control of such party as long as such cause or causes exist.

8 General Provisions

8.1 Governing Law

Both parties agree that the laws of Albany will apply, should any dispute arise out of or in connection with this Agreement, without regard to choice or conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereinabove, both parties agree to submit to the sole jurisdiction of the Tirane (Albany) court for the purpose of litigating all disputes.

8.2 Severability

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement and any application thereof shall be in no way thereby affected or impaired. Both parties undertake to replace any invalid, illegal or unenforceable provision of this Agreement by a valid provision having the same effects and objectives.

9 Appendix A: OBA 4.0 Distribution

OBA 4.0 is a distribution that may include third part software, defined as follows:

OBA 4.0 Distribution

This software and associated files (the "Software") can only be used (executed, modified, executed after modifications) with a valid OBA 4.0 Distribution Subscription for the correct number of users.

With a valid Partnership Agreement with Databooz SHPK., the above permissions are also granted, as long as the usage is limited to a testing or development environment.

You may develop Oba 4.0 modules based on the Software and distribute them under the license of your choice, provided that it is compatible with the terms of the OBA 4.0 License (For example: LGPL, MIT, or proprietary licenses similar to this one).

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM,DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE,ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

9 Appendix A: OBA 4.0 Distribution