

GENERAL TERMS AND CONDITIONS

1. SUBJECT MATTER OF THE AGREEMENT

1.1. Safebridge offers a cloud based fully automatized platform for the provision of specific services as further described at www.safebridge.net and as hereinafter referred to individually and/or jointly as the "Application").

1.2. The party entering with Safebridge into this Agreement (hereinafter referred to as the "Customer") may either use by itself the Application or assign any of its qualified personnel to use the Application (any such user of the Application is hereinafter referred to as the "User" or the "Users").

1.3. Persons which are not Customers or Users (hereinafter referred to as "End-User") may use the Application or parts thereof (as the case may be) in order to provide their personal data and to conduct the assessments provided for in the Application (or parts thereof) in compliance with the Terms of Use, Annex 1 (hereinafter referred to as the "Assessments"), but may not use the Application and its assessment tools and reporting function – (unless explicitly otherwise provided for in this Agreement by using the term "End-User" specifically, User(s) and End-User(s) are also jointly referred to as "User(s)"). At the time of entering into this Agreement, the Application offers the functionalities as set out in the application description at www.safebridge.net, which may be changed from time to time upon reasonable prior notice to the Customer and the End-User.

1.4. Safebridge will

- (a) provide the Application as a cloud-based service during the term of this Agreement;
- (b) grant the required licenses during the term of this Agreement;
- (c) maintain the Application during the term of this Agreement; and
- (d) ensure during the term of this Agreement that the Customers may create reports on results of Assessments (in pdf format) after successful completion of Assessments conducted by Users and receipt of payments due; and
- (e) ensure that also End-Users may provide their personal data and conduct the Assessments offered by the Application during the term of this Agreement, provided that the End-User has procured for a valid subscription in accordance with the terms as described in the respective product description.

1.5. The Application is offered in English; further languages may be added in the future.

2. LICENSE

2.1. Safebridge grants Customer the non-exclusive temporary license to use the Application provided by Safebridge as an "application as a service" over the internet in accordance with the license and remuneration model chosen by Customer during the term of this Agreement. The current license and remuneration models are set out under www.safebridge.net (the "License and Remuneration Model"). The service is completed in its entirety once User had access to the assigned licenses for the designated period.

2.2. Customer is permitted to use the Application and generated reports to assess certain parameters as supplied by the respective Application. Customer shall only grant access to the Application and generated reports to assigned Users. Any resale of access to the Application or of generated reports is strictly prohibited unless explicitly agreed on in writing between Safebridge and Customer.

2.3. The selling, lending, renting, licensing, distributing, copying or making available of the Application or generated reports or any other related material or the login data to any third parties as well as the translation, adaptation, arrangement or any other alteration of the Application and related material without Safebridge's prior written consent is prohibited. Customer is allowed to make copies of the generated reports only to the extent necessary for the assessment of the respective parameters as supplied for by the respective Application and provided under this Agreement. The license granted to Customer is not transferable to any third party.

2.4. Customer is aware that the use of the Application is cloud-based and requires an operating network connection to the internet as well as third-party software to be installed on Customer's computers such as operating systems, web-browsers, pdf readers, etc. Customer acknowledges the system requirements as stated in CAT Manual and shall only run the Application in case Customer's hardware fulfills such requirements.

3. INTELLECTUAL PROPERTY AND OWNERSHIP OF END-USERS DATA AND TEST INPUT

3.1. The Application, its source code and object code as well as its interfaces, generated reports and related material are protected by national and international intellectual property laws. Safebridge and the manufacturers of the underlying software retain all intellectual property rights regarding the Application, the software, generated reports and related material such as the documentation made available to Customer. Customer must not remove or cover attributions of authorship or copyright.

3.2. All personal data and all input made by End-Users during conducting the Assessments (hereinafter referred to as "End-User Data") shall remain End-Users sole property. End-User, however, grants to Safebridge and Customer a right to use the End-User Data to generate reports on his cognitive skills. Customer acknowledges that End-User may at its sole and unfettered discretion grant third parties access to his respective End-User Data by way of the Application in order to also allow such third parties to use the End-User Data to generate reports by operating the Application on the same terms and conditions as set forth herein.

4. CUSTOMER'S DUTIES AND OBLIGATIONS

4.1. Customer shall at all times during the term of this Agreement duly cooperate with Safebridge.

In particular Customer shall:

- (a) pay any remuneration due in accordance with the License and Remuneration Model as chosen by Customer;
- (b) provide and maintain the technical equipment required to receive and use the Application and ensure that the technical equipment complies with the requirements set out in the "Minimum Requirements for the Use of the Application" as set out under www.safebridge.net and as updated from time to time;
- (c) provide Safebridge with its electronic contact data, and keep this information updated, if necessary;
- (d) check its mailbox regularly and secure that e-mails from Safebridge, especially invoices, are received;
- (e) ensure that the login data is protected against unauthorized access and is not to disclose to any third party;
- (f) instruct Users and supervise Users regarding the confidential use of the login data handed over to them;
- (g) secure that Users accept the Terms of Use (TOU) (as set out at www.safebridge.net) before using the Application and complies with the Terms of Use at any time.

4.2. Customer at any time remains fully responsible

- (a) for its Users and the work conducted by such users, and Safebridge by offering the Assessments and issuing the reports under this Agreement does not accept any responsibility in this regard; in particular (but not limited to) with regard to decisions made by Customer based on the generated reports.
- (b) the usage of generated reports in compliance with all applicable laws, in particular (but not limited to) with regard to data protection, privacy and labor laws.

5. LICENSE FEES AND PAYMENT

5.1. Safebridge offers different types of licenses and subscriptions as further defined in the price list as amended from time to time.

5.2. Regarding any login based payment models, the Application is considered to be in use when a set of login data allocated to Customer is activated on a PC/Laptop.

5.3. Payments have to be made in advance within 14 days after receipt of the invoice / payment advice. The invoice will be sent by email in pdf format to the Customers POC e-mail address.

6. AVAILABILITY AND UPDATES

6.1. Safebridge undertakes reasonable efforts to provide an uninterrupted operation of the Application and provision of services. However, Customer is aware that the Application might be updated and changed from time to time, which might lead to a temporary interruption or unavailability of the services provided under this Agreement. If possible, Safebridge will inform Customer about such interruptions duly in advance.

6.2 The Application is provided as a web-browser based solution (supported web-browsers and versions are set forth at www.safebridge.net as amended from time to time – hereinafter referred to as "Supported Web-Browser Versions"). Safebridge assures that the Application will run and operate on Supported Web-Browser Versions. Customer confirms and acknowledges that Customer is responsible to take care of operating equivalent Supported Web-Browser Versions at Customer's devices.

7. ONLINE ASSESSMENTS AND REPORTING

7.1. Customer is aware that the User may have to proof his identity and to provide additional information before being able to run the Application; respective requests are presented to the User whilst starting to run the Application. Customer shall inform any User prior to granting him access to the Application about this prerequisite. Proof of identity can be done by performing the test in presence of a registered supervisor or by technical means as implemented by Safebridge and described within the Application. If Customer represents a company it can apply for one or more supervisor accounts from Safebridge. Safebridge retains the right to reject supervisor applications or to withdraw supervisor rights in case Safebridge is or becomes aware that supervisor is unreliable or is otherwise unqualified to ensure the high-quality standards of the Assessment.

7.2. The Assessments and derivatively generated reports meet the applicable standards of psychological science. Safebridge, however, does not guarantee any specific test results or fit for specific decision-making purposes within the Customer's organization. Therefore, Safebridge cannot be held liable for any decisions made by Customer based on the generated reports or any benchmarks associated with the report on individual End-User's performances.

7.3. After an End-User has conducted the Assessment a 24 months Assessment validity term commences during which Customer may generate the reports based on the End-User Data assigned to Customer. After the 24 months test validity term, the End-User has to re-conduct the Assessment.

7.4. Within the Assessment validity term as per section 7.3 above Customer may at any time generate the reports and download them in pdf format by itself via the Application as further described at www.safebridge.net. Further, the Application enables Customer to compare the test results of their End-Users (or potential End-Users) with specific industrial benchmarks provided by Safebridge. Customer shall contribute to the improvement of the benchmarks by allowing Safebridge to use the Assessment results in an anonymous pattern for developing the data basis for the industrial benchmarks and to derivate statistical information.

8. RELATIONSHIP BETWEEN SAFEBRIDGE AND USERS

8.1. User can access the Application after he has registered himself via the OIDC workflow. The relationship between Safebridge and User is limited to the access to the Application by Safebridge to the User under the terms of this Agreement.

8.2. Users that want to use the Application have to provide their correct personal data in order to verify their identity. The use of the Application without correct identification is prohibited.

8.3. Users have to consent to the Terms of Use. Customer undertakes reasonable legal and practical efforts to secure that Users comply with any stipulations under this Agreement and the Terms of Use.

8.4. Safebridge is entitled to exclude Users from using Applications and to withdraw certificates in case of

- (a) breach of the Terms of Use by a User;
- (b) use of the Application in breach of this Agreement or fraudulent behavior (including, but not limited to, using the course with multiple users, disclosing login data, copying of course content);
- (c) non-payment after the due date; or
- (d) unjustified withdrawal of payment.

9. TERM AND TERMINATION

9.1. The term of this Agreement shall commence upon the first access of the Application by way of initial login of a User as may be also further described in the product description. The term of this Agreement shall terminate at the earlier of either (i) expiry of the subscription period or (ii) at the time of deactivation of the User's account for the Application declared by the User.

9.2. Notwithstanding any termination rights explicitly agreed in writing between the Parties (if any) each Party may terminate the Agreement immediately for important cause in accordance with the statutory provisions.

9.3. The termination of the Agreement requires a written notice.

9.4. After termination of the Agreement, Customer must not use the Application or any accompanying material.

10. LIABILITY

10.1. Each Party shall be liable without limitation if the other Party makes claims arising out of deliberate acts, in case of a separate guarantee as to the quality of delivered goods or services and in the event of a fraudulent concealment of defects.

10.2. Furthermore, each Party shall be liable without limitation for damages to life, health and bodily injuries as well as for the gross negligence of its organs, legal representatives or managing employees.

10.3. For damage caused by the gross negligence of each Party's ordinary agents, liability is limited to typically foreseeable damages at the time of the conclusion of this Agreement.

10.4. In other cases of negligence each Party shall only be liable if an obligation has been breached which is essential to fulfill this Agreement's purpose ("Cardinal Obligation"). The term Cardinal Obligation represents all obligations which must be fulfilled to facilitate the implementation of the Agreement and upon whose fulfillment the Parties regularly rely. In the event of a breach of a Cardinal Obligation, liability is limited to typically foreseeable damages at the time of the conclusion of the Agreement.

10.5. In no event, Safebridge shall be liable for any decisions made by Customer based on the generated reports.

10.6. The statutory provisions in relation to product liability shall remain unaffected.

10.7. Any liability of each Party in excess of the above or of any other provisions of this agreement is excluded.

11. FORCE MAJEURE

11.1. Neither Party shall be liable for delays, except for monetary obligations, caused by conditions beyond their reasonable control ("Force Majeure"), provided notice thereof is given to the other Party as soon as practicable. Force Majeure shall include, without limitation, hostilities, revolution, acts of war (whether or not declared), act of terrorism, civil commotion, strike, epidemic accident, quarantines or regional medical crisis, fire, flood, wind, earthquake or other inclement weather conditions and any impending threat of the foregoing, blockade, embargoes, shortage of materials or transportation facilities, strikes and lockouts, any other Acts of God or act of any government or governmental agency, including laws, regulation or ordinance and proclamation affecting the Parties, the work and the services to be provided without the fault or negligence of the Parties hereto.

11.2. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations hereunder to an extension of the estimated or agreed date of delivery by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

12. EXPORT RESTRICTIONS

12.1. Customer acknowledges that Safebridge may be bound by third-parties' restrictions regarding the export of their software, being part of the Application, to specific countries. Therefore, Safebridge retains the right to exclude Customers or individual Users from using these products in case such restrictions by third-parties apply to Customer.

12.2. Customer acknowledges that Safebridge may be bound by laws on export restrictions and that therefore the booking of specific courses for specific Customers might not be possible; such re-strictions do not entitle the Customer to return purchased products. Further information regarding current export restrictions is available on request from Safebridge. Safebridge retains the right to terminate an existing Agreement in case such a restriction applies to Customer. Safebridge reserves the right not to effect booking/assigning of products or to enable Customer to generate reports in case other restrictions for Customers and/or Users are applicable. Unassigned products in the meaning of this section will not be refunded, but can be assigned to other (unrestricted) User's and/or can be used for other unrestricted products.

12.3. The causes for termination stated in this Section are considered to be important in the meaning of Section 9.2

12.4. Customer shall inform its Users about any export restrictions and shall exclude its Users violating such restrictions from the use of the Application.

13. CONFIDENTIALITY

13.1. Confidential information ("Confidential Information") means, in relation to either Party, information (whether in oral, written or electronic form) belonging or relating to that Party, its business affairs or activities, which (i) is marked as confidential or proprietary or (ii) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential.

13.2. Each Party agrees not to make the other Party's Confidential Information available in any form to any third party and not to use the other Party's Confidential Information for any purpose other than the performance of its rights and obligations under this Agreement.

13.3. The restrictions in this Section shall not apply to information which would otherwise constitute the disclosing Party's Confidential Information but which (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to its disclosure by the disclosing Party and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the other Party by a third party without restriction of disclosure; (iv) is independently developed by the other Party, or (v) is required by law or any regulatory body or for the purposes of litigation, by or against either Party, to be disclosed, provided, however, that prior to any such disclosure, the disclosing Party will notify the non-disclosing Party and will cooperate fully with the non-disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

14. DATA PROTECTION

14.1. Both Parties undertake to comply with the applicable laws and regulations regarding protection of personal data. The Customer is advised to comply, in particular, with any additional workplace privacy requirements if applicable.

14.2. Both Parties shall oblige its personnel and any subcontractors that may have access to personal data received from the respective other party to also comply with the applicable laws and regulations regarding protection of personal data.

14.3. Both Parties agree to enter into additional agreements regarding the protection of personal data, if so required by applicable law, in particular (but not limited to) data processing agreements.

14.4. Please see our Privacy Statement regarding which of your data will be collected and how it will be processed in the Privacy Policy PDF on www.safebridge.net/imprint. We may revise this Privacy Statement from time to time. If we make any material changes to this Privacy Statement, we'll notify you of those changes by posting them on the application or by sending you an email or other notification, and we'll update the "Last Updated Date" indicating when those changes will become effective.

15. ASSIGNMENT

Neither Party may assign this Agreement, delegate its obligations or assign its rights hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing and without the consent of the other Party, Safebridge may assign this Agreement or any part thereof, delegate its obligations or assign its rights hereunder to any affiliated company in the meaning of Sec. 15 et seq. German Stock Corporation Act.

16. MISCELLANEOUS

16.1. The Parties shall be deemed to have the status of independent contractors, and nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between the Parties or shall be deemed to place the Parties in the relationship of employer-employee or principal-agent. Neither Party shall, nor shall neither Party have authority to make any representations, claims or warranties on behalf of the other Party.

16.2. Any failure to enforce, or delay in enforcing, any provision of this Agreement by either Party will not be construed to be a waiver of any breach of such provision or any other provision of this Agreement. No waiver of any breach of a provision of this Agreement will be effective unless made in writing and signed by an authorized representative of the waiving Party. The waiver of a breach of a provision of this Agreement will in no way be construed as a waiver of any subsequent breach of such provision or as a waiver of the provision itself.

16.3. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

16.4. Should any provision of this Agreement, or any provision incorporated in this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision. The same shall apply: (i) if the Parties have, unintentionally, failed to address a certain matter in this Agreement; in this case a suitable and equitable provision shall be deemed to have been agreed upon which comes as close as possible to what the parties, in the light of the intent and purpose of this Agreement, would have agreed upon if they had considered the matter; or (ii) if any provision of this Agreement is invalid because of the scope of any time period or performance stipulated herein; in this case a legally permissible time period or performance shall be deemed to have been agreed which comes as close as possible to the stipulated time period or performance.

16.5. This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with German law. The UN Convention on the International Sale of Goods (CISG) shall not apply. Each Party hereby irrevocably agrees to the exclusive jurisdiction of the courts of Hamburg, Germany.