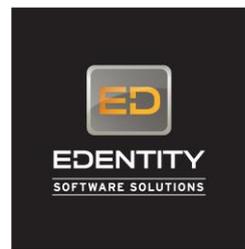


EDENTITY Software Solutions GmbH

DBS Licensing Definitions and Parameters

Version 02/2016



The following constitutes the Licensing details and parameters regarding your (hereinafter “Licensee”) utilization of the Dealer-Benchmarking-System (hereinafter “DBS”) created by Edentity Software Solutions GmbH (hereinafter “EDENTITY”) EDENTITY delivers the software under these General Licensing Terms and Conditions and its pricelist and conditions. Acceptance by Licensee of the goods and services delivered by EDENTITY constitutes acceptance of these General Licensing Terms and Conditions as well as a waiver of conflicting general terms and conditions. This is also true in cases where there is no express conflict with the General Terms and Conditions of EDENTITY. Any other conditions are binding only upon being accepted in writing by EDENTITY. In such cases, the conditions set by EDENTITY are supplementary.

1 Definition of a system-Instance and a system-compound

System-instances are the basis for licensing DBS. The utilized modules and the number of DCE’s is calculated per each instance.

1.1 Single Market system-Instance

In case of a single-market setup the Licensee uses one independent system-instance.

1.2 Multi-market setup / System-Compound

In case of a multi-market setup the Licensee uses a system compound consisting of more than one technical system-instance (per each market) plus a roof-instance and functionality to centrally hold and compare data.

Within one system-compound each sub-installation (called full markets) can basically hold a different Master-definition independent from the central (“roof”) master-definition for each calendar year.

Significant for the affiliation of multiple instances to one system-compound is the common element of the core-database which holds the common set of entities (Dealers/markets/regions/etc.) and the logical affiliation of each local Master content (input data definition) to the central Master content.

2 Definition of dealer-number and Definition of DCE’s

The license fee is based on the number of processable dealers (entities). This is the maximum possible number of data-carrying entities (DCE) independent from level in the hierarchy tree (which could be for example: Outlet – Group – Legal Entity – Owner – Region – Market – Europe - World). Only the lowest DCE in the hierarchy counts as one license even if the entity is included in the hierarchy tree multiple times.

3 Licensing restrictions

- The system is licensed and restricted to a maximum number of DCE, independent from the usage and it allows storing data and retrieving data for that maximum number of DCEs only.
- Its up to the Licensee or to create new entities. In case the number of utilized DCE exceeds the specified maximum number of DCE the system shows under-licensing warnings or errors.
- In case of underlicensed usage the functionality is automatically restricted for all users
- Each license key is bound to the specific internet hosting URL.

4 Procedure of setting /changing the number of data-carrying entities

The DCE-number can be initially set in units of 5. That means, 10, 15, 20 or 575 are valid DCE numbers. Changes have to be done at least in units of 10.

Purchase model: The maximum DCE number is set to the purchased number once the license is purchased. It can be raised at any time on Licensee’s request by buying additional licenses. There is no refund of not utilized license grants.

Rental model: The maximum number of DCE is set to a initial number and can be raised at any time on Licensee’s request. It can be lowered once every half-year at Licensee’s request. The new number will be considered directly at the next following settlement.

5 Dedicated Licenses for different environments / purposes

- A regular license key with costs is needed for the productive system environment.
- Integration/Training environment: A license key which can be used to test / introduce new functionality - limited to 3 months term - is available free of charge by licensee’s request. Longer usage is with cost.
- Mirror/failover environment: A discounted License for such a non-productive environment is available additionally to a productive license key. Such license key is only valid when costs for both productive and failover are fully paid
- Partner licenses: During the pre-launch setup phase of a system EDENTITY will provide a time bound license key, sufficient for the development and training of all users for a maximum duration of 3 months. This kind of license is limited for developing and test purposes only. Such system must not be available to others than partners’ internal staff and must not be used for any productive purposes.

6 Optional License Maintenance agreement conditions

Edentity offers an optional License Maintenance agreement which entitles the licensee to obtain the latest software release upgrades and patches for the current available DBS version.

7 Optional source-code ESCROW agreement conditions

Against cost a separate agreement will be established which provides Licensee access to the DBS-core (Standard-product) source-code under specific conditions ONLY:

- Bankruptcy of EDENTITY
- EDENTITY ceases trading – this could be
 - EDENTITY vacates all premises
 - EDENTITY stops responding on all contact channels (which are: email, letters, faxes and phone calls) for at least 90 days
- EDENTITY discontinues development, sales and support for DBS

The source-code may be used to maintain the current system-implementation and to fight against immediate danger but not for further product enhancements or modification.