END USER TERMS AND CONDITIONS

PLEASE NOTE THAT THESE END USER TERMS AND CONDITIONS SHALL GOVERN CUSTOMER'S USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, CUSTOMER AND ITS AUTHORIZED USERS AGREE TO BE BOUND BY THESE END USER TERMS AND CONDITIONS.

DEFINITIONS

As used in this Agreement:

"**Documentation**" means the end user manuals.

"**Software**" means the CORE soft software solution, including all modules contained therein.

"**Support Services**" means the services performed or to be performed by CORE smartwork under the terms of this Agreement as specified on the Signature Page and as may be further detailed in a separate Statement of Work.

"**Statement of Work**" means a separate document setting forth any additional Support Services, including all consulting Support Services, to be provided by CORE smartwork.

GRANT

CORE smartwork grants to Customer a non-exclusive, non-transferable license to use the Software during the term of this Agreement, solely for Customer's internal business operations, and subject to the provisions of this Agreement.

The Software may be used via the web browser on as many computers or mobile devices as desired, and Customer may permit its employees or contractors that require access to use the Software on behalf of Customer in a matter permitted by this Agreement (each, an "**Authorized User**"); provided, however that such use may not exceed the Authorized Users set forth on the Signature Page.

RESTRICTIONS, OWNERSHIP

Restrictions. Customer is not authorized to use (and shall not permit any third party to use) the Software except as expressly authorized by this Agreement. Customer shall not, and shall not allow any third party to: (a) make available the Software in any form to anyone other than Customer's Authorized Users; (b) modify, translate, enhance, or create derivative works from the Software, or reverse engineer, decompile, or otherwise attempt to derive source code from the Software; or (c) use the Software in conflict with the terms and restrictions of this Agreement.

Ownership.   The Documentation, Software, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of CORE smartwork and its licensors. Customer's rights to use the Software shall be limited to those expressly granted in this Agreement. No other rights with respect to the Software or Documentation or any related intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered ("**Intellectual Property Rights**") are implied. CORE smartwork reserves all rights not expressly granted to Customer. CORE smartwork does not transfer any ownership rights in any Software or other CORE smartwork products or services.

FEES AND PAYMENT TERMS

Fees. Customer shall pay CORE smartwork the fees set forth on the Signature Page in accordance with the payment terms set forth therein.

Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement excluding any taxes based upon CORE smartwork' income.

SUPPORT SERVICES

Provision of Support Services. CORE smartwork shall provide the Support Services indicated on the Signature Page. Except as expressly provided in this Agreement, CORE smartwork shall not provide any Support Services for the Software, and Customer shall have no rights to any updates, upgrades, extensions or enhancements to the Software except to the extent provided pursuant to such Support Services purchased by Customer.

Software Support Services.   Software support is generally available by telephone during Normal Business Hours at the support number provided on the Signature Page. "**Normal Business Hours**" shall mean Monday to Friday, excluding Austrian public holidays, 08:00 a.m. - 05:00 p.m. Central European Time. CORE service Support Services are required to maintain the Software standards set forth in the Documentation. The CORE service Support Services include regular Software updates.   Updates and maintenance work on Customer's servers and IT infrastructure shall be carried out by Customer and are not part of the Support Services.   Individual Software versions only represent a particular state of development and may not be error-free. Minor errors and other software bugs shall be correct by a version change in accordance with this Agreement. Individual Customer requests and requests for modifications of an aesthetic nature do not constitute software errors. CORE smartwork shall use commercially reasonable efforts to correct Software errors and make appropriate updates and improved on an ongoing basis. In the event that any errors reported by Customer are not reproducible by CORE smartwork, an onsite error analysis may be necessary. Such analysis shall be carried out by Customer. CORE smartwork may attempt to correct errors resulting from a problem specific to a Customer application; however, Customer shall incur an additional fee for such correction based on CORE smartwork's usual hourly rates and travel costs. The parties shall arrange for such additional work in a separate Statement of Work mutually agreed to between the parties.

Consulting Support Services. All consulting Support Services, including CORE act, CORE tune, and CORE train, shall be provided pursuant to a Statement of Work mutually agreed to between the parties.

Exclusions.   The following shall be excluded from the scope of Support Services: (a) damage or disruptions caused by Customer, third party interferences (sabotage, virus attack, etc.) or force majeure events including damage and disruptions attributable to errors in hardware or software not provided by CORE smartwork or Customer's failure to comply with installation requirements; (b) support for Customer's untrained staff, including support for untrained staff in the installation of Software updates; (c) installation of Software versions, updates and enhancements along with driver configuration onsite on Customer's computers; (d) system and application-related support at Customer's facilities; (e) individual program adjustments or programming; (f) recovery of Customer's data not routinely stored by the Software; (g) errors based on Customer's failure to use updates; (h) work and services related to modifications, where such modifications were not performed by CORE smartwork; (i) services relating to Customer's use of unsuitable operating equipment, media or other accessories or improper handling and/or operating errors; (j) the transition of a Software module to a different operating system; (k) maintenance and updating of Customer's operating system and virus scanner; (l) database changes; (m) Customer-specific enhancements or additions; and (n) maintenance of network conditions.

Customer's Obligations. Customer must promptly report any Software errors to CORE smartwork by email or telephone during Normal Business Hours at the support number provided on the Signature Page. Protocols, error reports and other data must be provided by Customer upon request. Customer shall provide CORE smartwork with reasonable assistance in the identification and rectification of errors. Customer shall grant CORE smartwork access to its system as necessary to provide the Support Services, and Customer acknowledges that during such time the computer system may not be used. Customer shall provide CORE smartwork with an appropriate contact person

for Support Services within two weeks of signing this Agreement. Customer shall maintain the necessary technical facilities during CORE smartwork's performance of Support Services at no cost; in particular, Customer shall make available electricity supply, telephone connection and internet access. Customer shall backup any data used to run the Software prior to the performance of any Support Services.

Right to Subcontract.   CORE smartwork may assign or subcontract the provision of Support Services to third parties.

SERVICE LEVEL AGREEMENT

CORE smartwork shall make the Software available to Customer in accordance with CORE smartwork's then-current service level agreement, a copy of which is available upon request.

ADDITIONAL PURCHASES

These End User Terms and Conditions shall apply to any additional purchases of Software, Support Services, updates, supplements, add-ons, or components of the Software.

WARRANTIES

CORE smartwork warrants that the that: (a) the Software will, for a period of ninety (90) days ("**Warranty Period**"), substantially conform to the applicable Documentation, provided that the Software: (i) is used at all times in accordance with the applicable Documentation; and (ii) has not been modified or added to by persons other than CORE smartwork or its authorized representatives; and (b) the Support Services provided pursuant to this Agreement will be performed in a workmanlike manner. CORE smartwork will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, correct any reproducible error in that Software reported to CORE smartwork by Customer in writing during the Warranty Period, or re-perform the applicable Support Services. If CORE smartwork determines that it is unable to correct the error or re-perform the Support Services, CORE smartwork will refund to Customer the amount paid by Customer for that Software or Support Services.

DISCLAIMERS. OTHER THAN THE WARRANTY ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CORE SMARTWORK MAKES NO OTHER EXPRESS WARRANTIES UNDER THIS AGREEMENT, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. CORE SMARTWORK DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM BUGS, ERRORS, OR DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.   CORE SMARTWORK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OF THE INTERNET.

LIMITATIONS OF LIABILITY

Limitation. IN NO EVENT WILL CORE SMARTWORK BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY CORE SMARTWORK'S GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS. TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT WILL CORE SMARTWORK AND ITS SUBCONTRACTORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER. CORE SMARTWORK'S AND ITS SUBCONTRACTOR'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER CORE

SMARTWORK OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CORE SMARTWORK SHALL NOT BE RESPONSIBLE FOR DATA OR INFORMATION UPLOADED, PUBLISHED OR OTHERWISE USED WITH THE SOFTWARE OR THAT IS REFERENCED OR LINKED TO BY THE SOFTWARE. CUSTOMER MAY NOT BRING A CLAIM UNDER THIS AGREEMENT MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ARISES.

CONFIDENTIALITY

Definition. "**Confidential Information**" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labelled "confidential" or the like, or information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) information regarding CORE smartwork's pricing, product roadmaps or strategic marketing plans; and (b) non-public materials relating to the Software and Support Services.

Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this Agreement; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

Exceptions. Recipient's obligations under this Section with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

PRIVACY

CORE smartwork and its affiliates and subcontractors are entitled to use information and data provided by Customer or acquired in connection with Customer's access and use of the Software and Support Services as set forth in CORE smartwork's Privacy Policy. The Privacy Policy fulfils the standards of the Austrian data protection act.

TERMINATION

Termination for Breach. Either party may terminate this Agreement if the other party breaches any term of this Agreement and fails to cure the breach within ninety (90) days after written notice of the breach from the other party. Notwithstanding the foregoing, CORE smartwork may suspend or terminate this Agreement immediately in the event CORE smartwork determines in good faith that Customer's use of the Software (i) poses a security risk to the Software, or (ii) is or is reasonably likely to adversely and immediately impact the Software or CORE smartwork's systems or the software and services provided to any other CORE smartwork customer.

Effect of Termination. Upon termination of this Agreement: (a) all rights to all Software granted to Customer under this Agreement will immediately cease; (b) Customer must cease all use of all Software, and return or certify

destruction of all Software and Documentation (including copies) to CORE smartwork; and (c) each party shall return, or if requested by the other party, destroy, any related Confidential Information of the other party in such party's possession or control. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including the sections titled Restrictions, Ownership; Disclaimers; Limitation of Liability; Termination; Confidentiality; Records and Audit; and General.

RECORDS AND AUDIT.

During the Term of the Agreement and for two (2) years after its expiration or termination, Customer will maintain accurate records of Customer's use of the Software sufficient to show compliance with the terms of this Agreement; provided, however, that Customer shall not be required to maintain such records if Customer uses the hosting services provided by CORE smartwork. During this period, CORE smartwork will have the right to audit Customer's use of the Software to confirm compliance with the terms of this Agreement. That audit is subject to reasonable notice by CORE smartwork and will not unreasonably interfere with Customer's business activities. CORE smartwork may conduct no more than one (1) audit in any twelve (12) month period, and only during Normal Business Hours. Customer shall reasonably cooperate with CORE smartwork and any third party auditor and will, without prejudice to other rights of CORE smartwork, address any non-compliance identified by the audit by promptly paying additional fees. Customer will promptly reimburse CORE smartwork for all reasonable costs of the audit if the audit reveals either underpayment of more than five (5%) percent of the fees payable by Customer for the period audited, or that Customer has materially failed to maintain accurate records of Software use.

GENERAL

Assignment. Customer may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of CORE smartwork, which consent shall not be unreasonably withheld.

Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

Force Majeure. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

Press Release. Customer agrees that CORE smartwork may issue a press release regarding the execution of this Agreement.

Governing Law and Jurisidiction. This Agreement shall be governed by and interpreted according to the laws of the State of New York, United States of America, without regard to conflicts of law principles. The parties irrevocably agree that the competent court at the defendant's seat shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with this Agreement.

Entire Agreement. This Agreement embodies the entire agreement and understanding between CORE smartwork and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on CORE smartwork.