

"K.A.R.L." SOFTWARE USE AGREEMENT: GENERAL TERMS AND CONDITIONS WITHIN THE FRAME OF A TIMELY LIMITED WEB-APP-ACCESS

The Customer (hereinafter: the "User") and KA Köln.Assekuranz Agentur GmbH (hereinafter: "KA") have agreed on the following General Business Conditions (GBCs):

1. Software

"Software" for this Agreement refers to all programs and program-specific files of the K.A.R.L. product required for use of the Software (hereinafter: the "Software").

2. Access to the Software

KA shall provide the User with access to the Software via WEB_APP.

3. Subject matter and use of data of the WEB-APP-User

3.1. The subject of the agreement is granting the right of use of the Software via WEB-APP to the User.

3.2. The right to use the WEB-APP is limited in time.

3.3. The User hereby expressly agrees that KA is entitled to store the access-data of the User and that KA will use these data for further development of the "K.A.R.L."-software.

3.4. In addition, the User hereby expressly agrees that KA is entitled to store the user-data of the User and that KA will use these data for further development of the "K.A.R.L."-software.

3.5. Furthermore, the User hereby expressly agrees that KA is entitled to approach the User to learn more about his user-experience regarding the WEB-APP.

4. Reports

4.1. As a rule, the Software presents results in the form of a report. Any remarks, advice or opinions given during use of the Software and in the report, must always be regarded as suggestions made to the User and designed to improve the appraised risk. This shall not imply that an increased or an otherwise specific degree of certainty can or should be deemed to be due following performance of any or all the suggestions made. A specific economic or other successful result is hence not deemed to be due.

4.2. In performing its services, KA shall take account of recognised scientific principles (e.g. risk and probability theory) and the state-of-the-art pertaining at the time of contracting/receiving information, and of the principles of proper professional practice. The risk assessments made are based in principle on globally available geological, geographic and meteorological data records which KA regularly updates, extends and renders more precise. Likewise, the calculation methods used are constantly improved and adapted to the current level of knowledge, so that the results reflect the current level of knowledge at the time of reporting.

5. Scope of the right of use

5.1. The User is entitled to use the Software specified in the Agreement for the contractual term. This right of use is non-exclusive and non-assignable.

5.2. The User shall refrain from either changing or modifying the access to the Software.

5.3. In the event of any infringement of the scope of use described above, KA shall be entitled to compensation of its resultant losses.

6. Organisation and introduction

Unless otherwise mutually agreed, advice on organisation and for introduction and training is not due. In case of such agreement, any bill is to be paid immediately.

7. Default

7.1. If KA defaults in performance of its duties as agreed hereunder, the User is not entitled to any compensation.

7.2. Force majeure, unavoidable circumstances or strikes do not constitute default. Circumstances to be regarded as equivalent thereto are those that make performance unreasonably difficult or temporarily impossible.

8. Liability

8.1. KA shall be liable within the scope of all contractually based claims for wilful action and gross negligence only.

8.2. KA shall also be liable in case 8.1 only for direct property damage and personal injury sustained by the User. Any liability beyond this, especially for

- consequential loss, eg, lost profit, loss of production
- occurrence of a previously low or non-existent risk
- consequences of faulty operation of the Software

shall be excluded.

9. Warranty

9.1. As far as legally admitted, any warranty is excluded.

9.2. KA shall be entitled to further develop the Software. Any resulting changes in the assessment of a location, for which a report has already been retrieved by the User, shall not give rise to any duty of KA to inform the User or any warranty claims of the User.

9.3. The risk assessments made by the Software are based on the specific data sources stated in a particular case and on the empirical values integrated into the Software. Since they are risk analyses and not forecasts, sudden and unexpected major loss events may nonetheless occur in conjunction with hazards for which little or no risk at all has been indicated. No warranty can be assumed within the scope of use of the Software product for the occurrence of such risks.

9.4. Furthermore, no warranty will apply if the User enters meaningless inputs, such as fantasy locations (e.g. "Neverland").

10. Ownership and copyright

KA shall retain title to all rights to the programs made available for use.

11. Confidentiality

- 11.1.** KA shall treat in strict confidence any data, facts and other information it is entrusted with or of which it became aware during executing an order. For the further development of the Software, KA may use the data, facts and other information in an anonymised formate.
- 11.2.** KA shall be entitled to have the data processed by a host administrator who had a duty to maintain secrecy.

12. Subcontracting

KA shall be entitled to subcontract performance of its duties to third parties. Such parties shall have a confidentiality duty imposed on them by KA.

13. Ban on assignments and offsets

The User may neither assign claims under this Agreement nor offset them with claims of its own against KA, unless its claims are undisputed or have been established as final and absolute.

14. Final provisions

- 14.1.** This Agreement reflects in full the entire agreement to use the WEB-APP made between the parties.
- 14.2.** Should any provision(s) of this Agreement be or become ineffective, this shall not affect the validity of the remaining provisions. Any invalid term shall be replaced with one or more valid provision(s) reflecting as closely as possible the intent and purpose of the ineffective provision(s) in a legally permissible manner.
- 14.3.** This Agreement voids any preceding agreements on the contractual subject matter irrespective of their form.
- 14.4.** KA's place of performance shall be the delivery location; for payments of the buyer (if any), the place of performance shall be Cologne.
- 14.5.** Where permitted by statute, the venue shall be Cologne.