

General Terms and Conditions

By ordering and using ALPHA-TEST's products or services available on ALPHA-TEST's websites (the "Services"), you ("Customer" "you" or "your") at the address indicated in your order form or on the purchase page ("Order"), enter into a legally binding agreement with alpha-test GmbH ("ALPHA-TEST"), located at Dynamostraße 15, 68165 Mannheim, Germany, and agree to be bound by this Master License and Service Agreement and the ALPHA-TEST Privacy Policy (together with the Order, the "Agreement").

1. Granting of license

ALPHA-TEST grants Customer a non-transferable, non-exclusive license ("License") to access and use the services available through the ALPHA-TEST Online SaaS Platform ("Website") to create and administer online tests for the purpose of recruiting and training employees for its organization, subject to the terms and conditions of this Agreement.

2. Appropriate use; compliance with legal provisions

If necessary, ALPHA-TEST reserves the right to review the customer's test volumes for appropriate use, taking into account the nature of the customer's user license and the associated need for recruitment, training or personnel services. The customer is obliged to comply with the statutory provisions when conducting online tests and other activities in which ALPHA-TEST's questions or services are used

3. Payments

The customer undertakes to pay the amount stated on the ALPHA-TEST order form, which is shown on an invoice issued by ALPHA-TEST, for the agreed license use selected by the customer.

4. Conditions and termination

- a) This contract begins with the order by the customer. Unless otherwise agreed in writing with ALPHA-TEST, the term of the contract shall be 1 (one) year. After expiry of the contract, all licenses and the resulting rights of use shall expire.
- b) Upon termination of the Agreement, regardless of cause, Customer shall not be entitled to any credits or refunds for unused portions of this Agreement, except to the extent provided in Section 8.a below. All Customer Data, including test results, will be deleted upon termination of the Agreement.
- c) ALPHA-TEST reserves the right to prevent, cancel or suspend access to the Site and Services by any individual, employer, recruiter or other person for any breach of this Agreement or conduct that is likely to damage ALPHA-TEST's reputation, goodwill or customer relationships or cause ALPHA-TEST other material damage, loss or expense. Unless prohibited by law, ALPHA-TEST will promptly attempt to contact the customer, describe the problem(s) that led to the exercise of these rights, and attempt to resolve the problem and resume service. Notwithstanding the foregoing, ALPHA-TEST may terminate this Agreement if Customer breaches any material provision of this Agreement and fails to cure the breach within 10 days of notice, provided that breaches involving ALPHA-TEST's confidential information or intellectual property rights must be cured within 2 days of notice to avoid termination.
- d) The customer may terminate this contract if ALPHA-TEST breaches a material provision of this contract and fails to remedy the breach within 10 days of notification.
- e) ALPHA-TEST shall store the customer's tests and test results in ALPHA-TEST's database for a period of up to 1 (one) year, but no longer than until the end of the contract. The customers themselves shall be responsible for archiving the data

beyond the contract period. The provisions of sections 5 - 8, 9.h and 9.i shall remain in force even after termination.

5. Confidentiality

Except with the express written consent of ALPHA-TEST, the customer undertakes not to disclose any information which is deemed to be "confidential information" of ALPHA-TEST and not to use it, either directly or indirectly, for itself or on behalf of others, in future undertakings of any kind. Confidential information" shall mean all information received from ALPHA-TEST during the term of this contract, such as the customer's pricing and discount conditions, which are not already in the public domain.

6 Intellectual property.

- a) **Copyrights.** All data, test content, software and explanatory materials on the Site or Services ("Materials") are the copyrighted property of ALPHA-TEST. Unless otherwise indicated, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without the prior written permission of ALPHA-TEST or the applicable copyright owner.
- b) **Rights of use.** ALPHA-TEST permits the customer to display, distribute and download the materials during the term of the contract solely for use in connection with its own recruitment and staffing processes. Resale or redistribution to third parties or for use on behalf of third parties is not permitted without the express written permission of ALPHA-TEST; without the written permission of ALPHA-TEST, it is not permitted to (i) copy, publish or post the Materials in whole or in part on any computer network or broadcast or publication medium, (ii) modify the Materials, or (iii) remove or alter any copyright, trademark or other proprietary notices contained in the Materials. The customer may not copy or adapt the HTML code that ALPHA-TEST creates to generate its pages. Furthermore, the customer may not reverse engineer, decompile, recompile, translate, adapt or disassemble the software provided by ALPHA-TEST (the "Software") or parts thereof or otherwise attempt to access the source code of the Software. Such code shall also be considered copyrighted works of ALPHA-TEST.
- c) **Unauthorized use.** Unauthorized use of the Materials or Marks may violate copyright, trademark and other laws. The customer is not authorized to sell or modify, reproduce, display, publicly perform, distribute or otherwise use the materials for public or commercial purposes.
- d) **Questions.** The test questions provided by ALPHA-TEST are the property of ALPHA-TEST and may not be used outside the ALPHA-TEST service without its consent. The customer shall be responsible for the content of questions designed by the customer and displayed in the ALPHA-TEST software.

7. Liability

- a) ALPHA-TEST is not involved in the actual transaction between employers and applicants and therefore has no control over the quality, safety or legality of the recruitment process, the truth or accuracy of the responses, the ability of employers to offer job opportunities to applicants or the ability of applicants to fill open positions. Any additional risks, including physical harm, contact with strangers and use of the website by foreign nationals, minors or persons acting under false pretenses, are borne by the customer.

- b) ALPHA-TEST is not considered an employer with respect to the use of the Services and is not responsible for employment decisions made by users of the Services, the Clients, for any reason whatsoever.
- c) **Third Party Disclaimer:** ALPHA-TEST disclaims all liability in connection with third party recruiting and hiring processes and third party non-compliance with federal and state employment obligations, regulations and policies.
- d) **Disclaimer of warranty.** ALPHA-TEST endeavors to keep its materials and services up to date and error-free, but cannot guarantee this. Therefore, the website, services and materials are provided "as is" and without warranty of any kind. TO THE FULLEST EXTENT PERMITTED BY LAW, ALPHA-TEST DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. ALPHA-TEST DOES NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS, LEGAL COMPLIANCE OR TIMELINESS OF THE MATERIALS, SERVICES, SOFTWARE, TEXT, GRAPHICS AND LINKS. ALPHA-TEST DOES NOT WARRANT THAT THE SITE, SERVICES OR MATERIALS WILL BE ERROR-FREE OR THAT THIS SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS.
- e) **Exclusion of Damages.** IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, AGENTS OR SUPPLIERS) BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF REVENUE, LOSS OF CUSTOMERS, LOSS OF GOODWILL, LOSS OF PROFITS, COST OF COVER OR DAMAGES RESULTING FROM LOSS OF DATA OR BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS CONTAINED HEREIN OR THE USE OR INABILITY TO USE THE WEBSITE, SERVICES AND MATERIALS, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall ALPHA-TEST's total liability to the customer for any cause whatsoever (including negligence and damages) exceed the total amount of fees paid by the customer to ALPHA-TEST during the twelve (12) months preceding the claim.

8. Compensation

- a) **Defense against claims of third parties.** ALPHA-TEST shall defend and indemnify the customer against third party claims to the extent that the services or materials provided by ALPHA-TEST under the contract infringe copyrights, trademark rights or trade secrets, provided that the customer promptly notifies ALPHA-TEST in writing of the claim, cooperates with ALPHA-TEST in the defense and leaves ALPHA-TEST in sole control of the defense or settlement of the claim. ALPHA-TEST shall bear the costs of the defense of the claim, the settlement amounts negotiated by ALPHA-TEST and the damages awarded by the court. If such a claim appears probable, ALPHA-TEST may modify the data or objects concerned, procure the necessary rights or replace them with functionally equivalent ones. If ALPHA-TEST determines that none of these options is reasonable, ALPHA-TEST may terminate the service in question and refund the fees/tests already paid and not used. ALPHA-TEST shall not be liable for any claims arising from the customer's use of data or items not provided by ALPHA-TEST. THIS SECTION SETS FORTH THE CUSTOMER'S EXCLUSIVE REMEDIES AND ALPHA-TEST'S SOLE LIABILITY FOR THIRD PARTY CLAIMS.

- b) Customer agrees to indemnify and hold ALPHA-TEST harmless from any third party claim to the extent such third party alleges that Customer's data, content or materials infringe a patent, copyright, trademark or trade secret and/or to the extent Customer's negligence, misconduct, infringement or misuse of the Site, Services or Materials is relevant to the third party claim. Customer shall pay the costs of defending the claim, any settlement amounts negotiated by Customer, and any damages awarded by a court, including attorneys' fees and defense-related expenses, provided that ALPHA-TEST promptly notifies Customer in writing of the claim, cooperates with Customer in the defense, and allows Customer to control the defense and any related settlement.

9. General

- a) **Force Majeure.** Neither party shall be liable for any delay or failure to perform under this Agreement due to causes beyond its reasonable control.
- b) **Independent Contractors.** The relationship between the parties is purely contractual, does not create a fiduciary relationship, and remains at all times an relationship between independent contractors; neither party nor its employees, consultants or representatives shall be deemed to be employees, partners, joint venturers, agents or franchisees of the other party; and neither party shall have the authority to bind the other party, nor shall it make or purport to make any representations or commitments on behalf of the other party.
- c) All amendments in writing. Any amendment or waiver of rights under this agreement shall only be effective if made in writing by the party against whom it is asserted.
- d) **No Assignment.** Neither party may assign or otherwise transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and ineffective; provided, however, that either party may assign this Agreement without consent to any entity with which it merges or which acquires all or substantially all of its business or assets, provided notice is given.
- e) **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been duly given: (i) upon personal delivery, or (ii) upon receipt if proof of actual receipt can be provided (including return receipt of a notice sent by e-mail); or (iii) three days after mailing by certified mail, return receipt requested, to the other party at the address set forth above or to such other address as either party may properly notify the other.
- f) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.
- g) Applicable law and competent courts. This contract is subject to German law and the parties submit to the exclusive jurisdiction of the German courts.

10. Customer service

All integration, development and other professional services that ALPHA-TEST provides for the customer shall be set out in separate service descriptions. Each service description shall be drawn up separately and shall become part of this contract upon its execution. The terms and conditions contained in said Statement(s) of Work shall supersede any conflicting terms and conditions in this Agreement for the specific project assignment defined in said Statement(s) of Work only. All Statement(s) of Work, together with the terms and conditions of this Agreement, shall constitute the Agreement and shall be construed as such.

The customer grants ALPHA-TEST the right to name the customer as a reference. This includes the naming of the company name, logo and any services performed on the

homepage of ALPHA-TEST and in social media. The customer may revoke this permission in writing at any time.