

between

PATHADVICE International GmbH

Schidlachstrasse 7
6020 Innsbruck
Austria
(hereafter referred to as „PA“)

and PARTNER

together hereafter referred to as „PARTIES“

1. License Agreement

PA is the sole owner of PATHADVICE technology and all associated trademarks and grants PARTNER a revocable, non-exclusive, non-transferable, limited license to use PA - services for commercial activities as described in Annex 1, limited to PARTNER's website - communication and customer acquisition and according the chosen service package. Further licensing or passing on to third parties as well as the evaluation or modification of the source code is not permitted.

2. Contractual Obligations of PA

PA provides these services based on the service levels in Annex 2 and is entitled to engage subcontractors to provide these services.

3. Contractual Obligations of PARTNER

PARTNER shall support PA in the performance of the contractual services by providing an internal contact person at its own expense.

In connection with the use of PA - services, PARTNER shall be responsible for the compliance with applicable legal provisions and shall not exchange any information via PA systems that violate legal prohibitions, morality (pornographic, racist, xenophobic, right-wing extremist or other reprehensible content) or the rights of third parties (personal rights, trademark rights, copyrights).

The Partner shall use training materials provided by PA for training on PA products. In certain cases, the successful completion of training measures is required for the use of PA products.

PARTNER agrees that PA may use PARTNER's name and logo for promotional purposes as a reference and that PA may use PARTNER's data for the ongoing development of its services on anonymous basis during and after the cooperation with PARTNER.

PARTNER shall display PA marks in accordance with Annex 3.

4. Data Protection

In connection with the use of PA services, PARTNER acts as data controller within the meaning of GDPR / Europe. PA acts as data processor in accordance with Art. 28 GDPR and in accordance with the Data Processing Agreement in Annex 4. PARTNER agrees to that PA may analyze data to improve its services on pseudo-anonymized and statistical basis.

5. Remuneration

For the services / service packages agreed on in this license agreement, the service provider of PA shall issue invoices in the amount and on the terms set out in Annex 1.

6. Changes of Service

PARTNER may order further chargeable service packages ("Upgrades") as shown in Annex 1 in PARTNER'S PA - login portal. PA shall be entitled to extend the scope of services without consultation if this does not result in any technical or legal changes for PARTNER. In case changes of services cause technical or legal changes for the PARTNER, PA shall give one month's notice to the PARTNER.

Individual changes of services ordered by PARTNER shall be implemented in accordance and on basis of PA's previous offer.

7. Defects - Limitation of liability (deficiency)

PARTNER is obliged to report deficiencies to PA immediately after they occur. The processing of deficiencies by PA is regulated in Annex 2. The notification of a deficiency shall not entitle PARTNER to reduce the remuneration until the defect has been remedied.

8. Payment Default

The PARTNER shall transfer license fees in accordance with this Agreement in such a way that they are received in due time at the account of PA. In the event of late payment, PA is entitled to either block the account until payment is received or deactivate PARTNER'S account completely. The notice periods according to this agreement remain valid in this case.

9. Term and Termination

This License Agreement shall enter into force upon signature by the PARTIES and shall be concluded for an indefinite period.

In case of monthly payment, the PARTIES may terminate this License Agreement including all its annexes by giving 1 months' notice to the email address set out in Annex 5 commencing with the 1st day of the second following month.

In case of annual payment, the PARTIES may terminate this License Agreement including all its annexes by giving 1 months' notice to the email address set out in Annex 5 commencing with the 2nd year of the agreement.

10. Termination for cause

Either party can terminate this license agreement with immediate effect for an important reason. An important reason exists in particular if the other party does not observe or does not fulfill its obligations under this license agreement or under applicable law to a significant extent, or if the other party

(1) voluntarily or involuntarily initiates bankruptcy, insolvency, liquidation or similar proceedings (or, as the case may be, becomes the subject of such proceedings) or submits a corresponding application (and the application, if it is a voluntary initiation, not within rejected by sixty (60) calendar days),
(2) requests or consents to the appointment of an administrator, trustee, guardian or similar person, for himself or in relation to a substantial part of his property or assets
(3) initiates the dissolution or liquidation of its business operations or businesses, or
(4) undertakes corporate law acts to carry out the aforementioned.

Cancellations are made in writing via the communication channels listed in Appendix 5

11. Consequences of termination

PARTNER shall stop using PA Services on the last day of the term of this License Agreement.

PARTNER shall perform any data exports to the extent permitted, prior to the termination of the License Agreement and acknowledges that the PA-Portal will be accessible only until the term of this License Agreement.

PARTNER shall, at PA's discretion, promptly either destroy or return to PA all Confidential Information received, except regulated otherwise under applicable law.

12. Liability

PA gives no assurance or guarantee that the PA technology is free from defects and / or errors and provides the PA services based on the service levels in Appendix 2, but without further express or implied guarantees.

PA is only liable for damage in the event of at least a grossly negligent breach of duty and only up to the amount of the order value. This does not apply to damage resulting from injury to life, limb or health, as well as in the event of malice or cases under the Product Liability Act. If there is a defect in the purchased item for which PA is responsible, PA is entitled, at its own discretion, to either remedy the defect or make a replacement delivery.

If the customer is an entrepreneur, compensation can only be claimed in cases of grossly negligent or willful breach of duty. Compensation instead of performance in the event of non-performance and damage caused by delay is limited to the negative interest, compensation for performance not

provided or not provided as owed is limited to the amount of the purchase price. Compensation for damages instead of performance in the event of impossibility is excluded. If cardinal obligations are violated through slight negligence and as a result the achievement of the objective of the license agreement is jeopardized or if obligations, the fulfillment of which is an essential prerequisite for the proper performance of the license agreement, are violated through negligent negligence, the PA's liability for the license agreement typical foreseeable damage limited. In all other cases, liability for damage due to slight negligence is excluded.

13. Confidentiality

PARTIES shall not disclose confidential information unless its disclosure is required by applicable law.

The PARTIES shall limit access to confidential information to persons who reasonably require such access and shall ensure that all persons with access to the confidential information are bound by strict confidentiality.

The PARTIES shall promptly notify the other PARTY of any breach of security involving possible compromise of Confidential Information, misappropriation, disclosure or use of Confidential Information and shall, at their own expense, take any reasonable steps to limit, stop or otherwise address such misappropriation, disclosure or use.

14. Notices

All notices, requests, demands and other communications related to this License Agreement shall be given in writing as set out in Schedule 5.

15. Severability Clause

If any provision of this License Agreement is or becomes invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be deemed to be replaced by a suitable and reasonable provision that most closely approximates the economic intent and purpose of the invalid or unenforceable provision, to the extent permitted by law.

16. Choice of law and place of jurisdiction

This License Agreement shall be governed by and construed in accordance with the laws of Germany for parties located in the European Union and the laws of the United Kingdom for parties located outside the European Union. The exclusive place of jurisdiction for all disputes and proceedings arising out of or in connection with this License Agreement shall be Innsbruck.

Annex 1 / Services and Service-Packages PATHADVICE Connect

<p>BASIC FREE 20 requests per month</p> <p>FREE TRIAL FOR 14 DAYS</p> <ul style="list-style-type: none"> ✓ Dialog window: Automatically connect with your website visitors ✓ Video Chat: Instant video chat with a consultant ✓ Contact form: Automatic transfer to a contact form if no consultant is currently available ✓ A/B Testing: Increase your conversion rate by testing the effectivity of different configurations ✓ Dashboard: All vital information available at a glance 	<p>PREMIUM € 49 per active user, per month, when paying monthly</p> <p>FREE TRIAL FOR 14 DAYS</p> <ul style="list-style-type: none"> ✓ All the benefits of BASIC plus: ✓ Unlimited requests ✓ Scheduling: Let your customers schedule, reschedule and cancel appointments themselves ✓ Online Meeting: Easily host meetings via video, audio, or text chat ✓ Support Chat: We are always available to answer your questions ✓ Routing: Assign incoming requests to specific consultants based on defined rules 	<p>PROFESSIONAL € 99 per active user, per month, when paying monthly</p> <p>FREE TRIAL FOR 14 DAYS</p> <ul style="list-style-type: none"> ✓ All the benefits of BASIC ✓ All the goodness of PREMIUM including: ✓ Co-Browsing: Visit the same website at the same time. Invite function included ✓ Whitelabel: Your own claim on the Button and no PATHADVICE branding ✓ B2B Identification: Identify which company is currently interested in your products ✓ Campaigns: Start online consultations conveniently via QR code or link ✓ Managed Services: Forwarding of website visitor requests to our CallCenter agents (Coming soon) 	<p>ENTERPRISE For larger businesses or those with additional administration needs You need more info about it?</p> <p>CONTACT SALES</p> <ul style="list-style-type: none"> ✓ All the benefits of BASIC ✓ All the goodness of PREMIUM ✓ All the greatness of PROFESSIONAL plus: ✓ Interfaces: Open & modern APIs ✓ History: Documentation of your consulting process ✓ Signature: Simple & qualified electronic signatures ✓ & much more!
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Annex 2 - A5000E_Service Level Agreement**Service Times - Opening Hours**

Monday till Friday – excluded Bank Holidays, CET 09:00 o'clock till 17:00 o'clock

Telephone: + (00)43 512 55 79 71
E-Mail: support@pathadvice.at
Chat: at the PA log in portal

Severity Level and reaction / response times

Urgent	Extensive downtime	Troubleshooting: 1 Working day
High	Business interruption for several users	Troubleshooting: 1 Working day
Middle	Error occurs in certain constellations	Troubleshooting: 5 Working days
Low	Little impairment of the services	Troubleshooting: 10 Workign days

If a ticket is opened outside of the normal working hours the troubleshooting time count starts on the next day.

Compensation for urgent and high equals 10% of the monthly flat fee per day, but the amount cannot exceed the monthly flat fee.

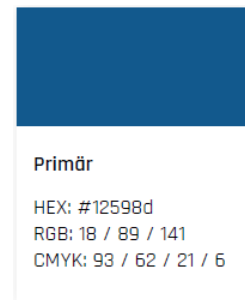


Annex 3 / A6000E_Usage of PA-Marks

PA marks shall be used in the standardized version:



Font: Rajdhani SemiBold



Annex 4 / A3200E_Data Processing Agreement

between the Data Processor

PATHADVICE International GmbH

Schidlachstrasse 7

6020 Innsbruck

Austria

(hereafter referred to as „PA“)

and „PARTNER“

together hereafter referred to as „PARTIES“

1. Subject Matter

Subject matter, nature, scope and purpose of the data processing are based on the License Agreement concluded between PA and PARTNER.

The processing of data includes the collection, recording, arrangement, storage, adaptation, modification, readout, retrieval, provision, matching, restriction, deletion and destruction of data.

Collected data are made available to the PARTNER within a cloud-based software solution. PA employees are given access to this data for the purpose of maintenance and support of the PARTNER.

Following categories of data are processed within the framework of the cooperation:

Contact Data, Contract Data, Billing Data, Creditworthiness Data, Order Data, Fee Data, Website Visitor Data;

The following categories of data subjects are subject of processing:

Customers, interested parties, PARTNERS, contact persons, employees, website visitor data;

2. Duration of Agreement

This agreement is concluded for an indefinite period and is valid until the termination of the PA License Agreement.

3. Duties of PA

(1) PA undertakes to process data and processing results exclusively within the scope of the written order of PARTNER. If PA receives an order of authorities to release data of PARTNER, it shall - if legally permissible - immediately inform PARTNER thereof and refer the authority to it.

(2) PA shall process the data for its own purposes exclusively anonymously and on a statistical basis for the implementation as well as for the improvement of PA Services.

(3) PA declares in a legally binding manner that all persons entrusted with the data processing have committed themselves to confidentiality prior to commencing their activities or that they are subject to an appropriate legal obligation of confidentiality. In particular, the confidentiality obligation of the persons entrusted with the data processing remains in force even after termination of their activity and leaving PA.

(4) PA declares in a legally binding manner that it has taken all necessary measures to ensure the security of the processing in accordance with Art 32 DSGVO (details can be found in Annex ./1).

(5) PA shall take technical and organizational measures to ensure that PARTNER can fulfil the rights of data subjects under Chapter III of the GDPR (information, access, correction and deletion, data portability, objection, as well as automated decision-making in individual cases) within the statutory time limits at any time and shall provide PARTNER with all necessary information for this purpose. If a corresponding request is addressed to PA and if this request reveals that the applicant mistakenly considers PA to be the controller of the data processing operated by it, PA shall forward the request to the PARTNER without delay and inform the applicant accordingly.

(6) PA shall support PARTNER in complying with the obligations set out in Art 32 to 36 GDPR (data security measures, notifications of personal data breaches to the supervisory authority, notification of the person affected by a personal data breach, data protection impact assessment, prior consultation).

(7) PARTNER is informed that it shall establish a processing directory for the present commissioned processing pursuant to Article 30 GDPR.

(8) PARTNER shall be granted the right to inspect and control the data processing facilities at any time, including through third parties commissioned by PARTNER, limited to the processing of data provided by PARTNER. PA undertakes to provide PARTNER with the information necessary to monitor compliance with the obligations set out in this Agreement.

(9) Upon termination of this Agreement, PA shall destroy all processing results and documents containing data on behalf of PARTNER. If PA processes data in a special technical format, PA shall be obliged to return the data in this format or in another common format after termination of this Agreement.

(10) PA shall inform PARTNER without undue delay if it considers that any instruction given by PARTNER violate Union or Member State data protection provisions.

4. Duties of PARTNER

PARTNER shall be solely responsible for assessing the compliance of the commissioned processing and for safeguarding the rights of data subjects.

5. Technical and Organisational Measures

Data security measures are outlined in Annex 1. Data security measures can be adapted to technical and organizational developments as long as they do not fall below the level agreed here.

6. Place of Performance

All data processing activities will be carried out within the European Union.

7. Sub-processors

PA cooperates with various sub-processors depending on the services provided and their characteristics. A list of the sub-processors will be made available on request to support@pathadvice.at.

PA may involve further sub-processors. PA shall notify PARTNER the intention to use a sub-processor with reasonable time so that PARTNER can contradict if necessary. PA shall conclude the necessary agreements within the meaning of Article 28 (4) of the GDPR with sub-processors. In doing so, it must be ensured that the sub-processor enters the same obligations that are incumbent for PA on basis of this agreement. If the sub-processor fails to comply with its data protection obligations, PA shall be liable to PARTNER for compliance with the obligations of the sub-processor.

8. Termination

Upon termination of the contractual relationship or at any time at the request of PARTNER, PA shall destroy the data processed under this contract. The destruction shall be carried out in such a way that a recovery of even residual information is no longer possible with reasonable effort.

PA's right to use data in anonymized form and on a statistical basis to improve its services even after termination shall remain unrestricted.

9. Miscellaneous

Both parties are obliged to treat all knowledge of business secrets and data security measures of the other party obtained within the contractual relationship as confidential, even after the termination of the contract. If there is any doubt as to whether information is subject to the obligation of confidentiality, it shall be treated as confidential until it has been released in writing by the other party.

Attachment ./1 Technical and organizational measures according to Art. 32 DSGVO
A. CONFIDENTIALITY
Access Control / Protection against unauthorized access to processing facilities:

<input checked="" type="checkbox"/> Schlüssel	<input checked="" type="checkbox"/> Magnet- oder Chipkarten
<input type="checkbox"/> Elektrische Türöffner	<input type="checkbox"/> Portier
<input type="checkbox"/> Sicherheitspersonal	<input checked="" type="checkbox"/> Alarmanlagen
<input type="checkbox"/> Videoanlage	<input checked="" type="checkbox"/> Einbruchshemmende Fenster und/oder Sicherheitstüren
<input checked="" type="checkbox"/> Anmeldung beim Empfang mit Personenkontrolle	<input checked="" type="checkbox"/> Begleitung von Besuchern im Unternehmensgebäude
<input checked="" type="checkbox"/> X Tragen von Firmen-/Besucherausweisen	<input type="checkbox"/> Sonstiges:

Zugangskontrolle: Schutz vor unbefugter Systembenutzung durch:

<input checked="" type="checkbox"/> Kennwörter (einschließlich entsprechender Policy)	<input checked="" type="checkbox"/> X Verschlüsselung von Datenträgern
<input type="checkbox"/> Automatische Sperrmechanismen	<input type="checkbox"/> Sonstiges:
<input checked="" type="checkbox"/> X Zwei-Faktor-Authentifizierung	

Zugriffskontrolle: Kein unbefugtes Lesen, Kopieren, Verändern oder Entfernen innerhalb des Systems durch:

<input checked="" type="checkbox"/> X Standard-Berechtigungsprofile auf „need to know-Basis“	<input checked="" type="checkbox"/> X Standardprozess für Berechtigungsvergabe
<input checked="" type="checkbox"/> X Protokollierung von Zugriffen	<input checked="" type="checkbox"/> X Sichere Aufbewahrung von Speichermedien
<input checked="" type="checkbox"/> X Periodische Überprüfung der vergebenen Berechtigungen, insb von administrativen Benutzerkonten	<input checked="" type="checkbox"/> X Datenschutzgerechte Wiederverwendung von Datenträgern
<input checked="" type="checkbox"/> X Datenschutzgerechte Entsorgung nicht mehr benötigter Datenträger	<input checked="" type="checkbox"/> X Clear-Desk/Clear-Screen Policy
<input type="checkbox"/> Sonstiges:	

Pseudonymisierung: Sofern für die jeweilige Datenverarbeitung möglich, werden die primären Identifikationsmerkmale der personenbezogenen Daten in der jeweiligen Datenverarbeitung entfernt, und gesondert aufbewahrt.

<input checked="" type="checkbox"/> X Ja	<input type="checkbox"/> Nein
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Klassifikationsschema für Daten: Aufgrund gesetzlicher Verpflichtungen oder Selbsteinschätzung (geheim/vertraulich/intern/öffentlich).

<input checked="" type="checkbox"/> X Ja	<input type="checkbox"/> Nein
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B. DATA INTEGRITY
Weitergabekontrolle: Kein unbefugtes Lesen, Kopieren, Verändern oder Entfernen bei elektronischer Übertragung oder Transport durch:

<input checked="" type="checkbox"/> X Verschlüsselung von Datenträgern	<input checked="" type="checkbox"/> X Verschlüsselung von Dateien
<input type="checkbox"/> Virtual Private Networks (VPN)	<input type="checkbox"/> Elektronische Signatur

<input type="checkbox"/> Sonstiges:	
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Eingabekontrolle: Feststellung, ob und von wem personenbezogene Daten in Datenverarbeitungssysteme eingegeben, verändert oder entfernt worden sind durch:

<input checked="" type="checkbox"/> Protokollierung	<input checked="" type="checkbox"/> Dokumentenmanagement
<input type="checkbox"/> Sonstiges:	

C. AVAILABILITY AND ROBUSTNESS

Verfügbarkeitskontrolle: Schutz gegen zufällige oder mutwillige Zerstörung bzw. Verlust durch:

<input checked="" type="checkbox"/> Backup-Strategie (online/offline; on-site/off-site)	<input type="checkbox"/> Unterbrechungsfreie Stromversorgung (USV, Dieselaggregat)
<input checked="" type="checkbox"/> Virenschutz	<input checked="" type="checkbox"/> Firewall
<input checked="" type="checkbox"/> Meldewege und Notfallpläne	<input checked="" type="checkbox"/> Security Checks auf Infrastruktur- und Applikationsebene
<input type="checkbox"/> Mehrstufiges Sicherungskonzept mit verschlüsselter Auslagerung der Sicherungen in ein Ausweichrechenzentrum	<input checked="" type="checkbox"/> Standardprozesse bei Wechsel/Ausscheiden von Mitarbeitern
<input type="checkbox"/> Sonstiges:	

Rasche Wiederherstellbarkeit:

<input checked="" type="checkbox"/> Ja	<input type="checkbox"/> Nein
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D. PROCESSES AND PROCEDURES FOR CONTROL

Datenschutz-Management, einschließlich regelmäßiger Mitarbeiter-Schulungen:

<input checked="" type="checkbox"/> Ja	<input type="checkbox"/> Nein
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Incident-Response-Management:

<input checked="" type="checkbox"/> Ja	<input type="checkbox"/> Nein
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Datenschutzfreundliche Voreinstellungen:

<input checked="" type="checkbox"/> Ja	<input type="checkbox"/> Nein
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Auftragskontrolle: Keine Auftragsdatenverarbeitung im Sinne von Art 28 DS-GVO ohne entsprechende Weisung des PARTNER durch:

<input checked="" type="checkbox"/> Eindeutige Vertragsgestaltung	<input checked="" type="checkbox"/> Formalisiertes Auftragsmanagement
<input checked="" type="checkbox"/> Strenge Auswahl des Auftragsverarbeiters (ISO-Zertifizierung, ISMS)	<input type="checkbox"/> Vorabüberzeugungspflicht
<input type="checkbox"/> Nachkontrollen	<input type="checkbox"/> Sonstiges:



License Agreement
PATHADVICE Connect
A3100E

Annex 5 / Contact Details

E-Mail: support@pathadvice.at
Chat: At PA-Portal / Login
Post: PATHADVICE International GmbH, Schidlachstrasse 7, 6020 Innsbruck, Austria