

caniasERP Consultancy and Customization Support Services Agreement

ARTICLE 1. PARTIES

1.1. IAS Bilgi İşlem Danış. San. ve Tic. A.Ş., with Trade Registration Number ---, and with its registered address at Havaalanı Kavşağı EGS Business Park Blokları B1 Blok K: 17 34149 Yeşilköy/Bakırköy/İstanbul,

Hereinafter referred to as ("**IAS**").

1.2.with Trade Registration Number ---, and with its registered address at.....

Hereinafter referred to as the ("**Company**").

IAS and the Company shall hereinafter be Individually referred to as the ("**Party**") and collectively as the ("**Parties**") and by concluding the CANIAS ERP Consultancy and Customization Support Services Agreement (the "**Agreement**"), they have agreed on the following terms and conditions.

ARTICLE 2. DEFINITIONS

2.1. License Agreement: Refers to caniasERP software license agreement signed with the Company.

2.2. caniasERP Software: The modular software, which the user license is based on and which is granted to the Company under this Agreement.

2.3. TROIA: Refers to the software development platform of caniasERP software, which is an integral part of it.

2.4. caniasERP Software User License: Refers to the mandatory user license for users of the application belonging to caniasERP modules and applications developed by connecting to caniasERP software concurrently via interfaces such as Java Client, Web Client and for all external clients

communicating with the system interfaces such as web service Iot Gateway, Iot Connector, and the total number of caniasERP software User Licenses refers to the number of users who can connect to the system at the same time (concurrently).

2.5. IASDB Database User License: Refers to the license which is necessary in order to use IASDB Database concurrently. If it has been decided to use IASDB database in the live environment of caniasERP Software, the quantity of IASB Database User Licenses should, as a minimum, be equal to the number of caniasERP Software User Licenses. Even if it has been decided to use another database in caniasERP Software in a live environment, minimum 5 (five) IASDB Database User Licenses should be purchased because TROIA Development Environment uses IASDB Database. It is defined in a Dongle that conducts a license check by IAS.

2.6. IAS Group: It refers to the IAS Parent Company and its group companies.

2.7. Software: It refers to all the software products offered to the Company with this Agreement.

2.8. Software Customization Project: A customization project for effective use of caniasERP software, the scope of which is decided by the Company in line with its demands and requirements.

2.9. Consultancy and Customization Support Services: These are any and all types of consultancy, software development and training services provided by IAS within the scope of effective use of caniasERP software, the scope of which is decided by the Company in line with the demands and needs of the Company.

2.10 Man*Day: The unit used for Invoicing the Consultancy and Customization Support Services provided by IAS to the Company.

ARTICLE 3. OBJECTIVE AND SCOPE

The objective and scope of this Agreement is to set forth the rights and obligations of the Parties regarding the Consultancy and Customization Support Services to be provided within the scope of the installation, customization and consultancy services of the licenses and modules specified in the License Agreement.

ARTICLE 4. PRINCIPLES REGARDING THE PROCUREMENT OF THE SERVICES AND OBLIGATIONS OF THE PARTIES

4.1. The estimated Man*Day period, which is projected for the Consultancy and Customization Support Services within the scope of the Software Customization Project are specified in the Annex of this Agreement. **(ANNEX)** Apart from this period, the Company can demand additional Consultancy and Customization Support Service including special developments.

4.2. In consultancy assignments to be made within the scope of Consultancy and Customization Support Services, IAS shall plan by considering the preferences of the Company and the expertise needed for the project.

4.3. Travel and accommodation expenses of the IAS consultants who will take part in the services to be provided within the scope of Consultancy and Customization Support Services shall be borne by the Company. The fastest transportation alternative shall be preferred.

ARTICLE 5. PAYMENT AND TERMS

5.1. The number of Man*Days and pricing foreseen for the consultancy services to be provided to the Company within the scope of Consultancy and Customization Support Services are detailed in ANNEX.

5.2. Services to be provided within the scope of Consultancy and Customization Support Services shall be Invoiced to the Company on a weekly basis. The payment term of the Invoices issued by IAS is 14

(fourteen) days. For any amounts overdue, an interest rate equal to the Interbank daily repo interest rate plus 3% shall be applied. Any costs incurred due to the delay shall be Invoiced separately.

5.3. Value Added Tax ("**VAT**") is not included in the tariffs stated in this Agreement and VAT shall be added separately.

5.4. If the Company fails to pay the Consultancy and Customization Support Service fees on time and any amount remains outstanding 1 (ONE) month past the maturity date set forth in article 5.2., and becomes overdue, shall this constitute in a rightful cause for immediate termination of the agreement by IAS.

ARTICLE 6. TERM AND TERMINATION OF THE AGREEMENT

6.1. The duration of this contract is 1 (ONE) year. This contract is automatically extended for another year if it is not terminated by a written notice to the other party 30 (THIRTY) days before the end of the period.

6.2. This Agreement shall be terminated due to one of the following situations without waiting termination terms:

6.2.1. Immediately, if the Company files a lawsuit, becomes insolvent or carries out transfers in favor of its creditors, or submits a petition for insolvency transactions or to initiate similar transactions against the Company;

6.2.2. Immediately, if the Company fails to pay the Consultancy and Customization Support Service fee on time and any amount remaining outstanding 1 (one) month past maturity date set forth in article 5.2, and becomes overdue.

6.3. In the event that this Agreement being terminated or expires for any reason, the Company's obligation is to pay for the Invoiced and/or approved but not paid fees shall continue.

ARTICLE 7. LIMITED LIABILITY OF IAS

7.1. IAS MAY NOT BE HELD RESPONSIBLE FOR THE ISSUES THAT ARE OUTSIDE THE SCOPE OF THE FUNCTIONS INCLUDED IN THE

DESCRIPTIVE DOCUMENTS OF THE VERSIONS OF caniasERP SOFTWARE, IASDB DATABASE AND / OR THE IOT GATEWAY SOLUTION INSTALLED IN THE COMPANY, MISUSE OF THE SOFTWARE, USE OF THIRD PARTY SOFTWARE, EXCLUDING UPDATES PROVIDED UNDER IAS SUPPORT OR WARRANTY, USER-INDUCED ERRORS, HARDWARE, OPERATING SYSTEM AND DATABASE ERRORS TO BE USED OUTSIDE OF IASDB, INTERVENTION OR DELETION OF MAIN EXISTING SOFTWARE CODES AFTER CANIAS ERP SOFTWARE, IASDB DATABASE AND/OR IOT GATEWAY SOLUTION IS INSTALLED ON THE COMPANY'S MAIN COMPUTER, THE COMPANY'S MISUSE OF caniasERP SOFTWARE, IASDB DATABASE AND/OR IOT GATEWAY SOLUTION OR FOR THE FINANCIAL, MORAL AND LEGAL CONSEQUENCES, GAINS OR LOSSES THAT MAY ARISE FROM THE USE IN VIOLATION OF EXISTING LEGAL REGULATIONS.

7.2. IAS, REGARDLESS OF THE NATURE OF THE CLAIM, MAY NEVER BE HELD LIABLE FOR ANY LOSS OF REPUTATION, PROFIT THAT MAY ARISE FROM OR IN CONNECTION WITH THE SOFTWARE OR PRODUCTS AND SERVICES OFFERED TO THE COMPANY AND FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO BUSINESS CESSATION, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ATTORNEY FEES, COURT AND LEGAL PROCEEDING COSTS, AND INTERESTS. IN ACCORDANCE WITH THE LEGISLATION IN FORCE, THE LIABILITY OF IAS IN ALL DAMAGES THAT MAY ARISE FROM OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE OR THE PRODUCT AND SERVICES OFFERED, MAY NOT EXCEED ONE FIFTH OF THE TOTAL TIME SPENT AND ITS MONETARY EQUIVALENT BASED ON MANPOWER SPECIFIED IN ANNEX THAT WILL BECOME A PART OF THIS AGREEMENT. THESE RESTRICTIONS AND EXEMPTIONS REGARDING COMPENSATION FOR THE LOSS SUFFERED SHALL BE DEEMED VALID EVEN IF THE REQUIRED REMEDY CANNOT BE PROVIDED.

7.3. All limitations on the contractual obligations of IAS under this article shall also apply to the IAS Group and any of its members.

ARTICLE 8. COMPETITION AND CONFIDENTIALITY

8.1. The Company hereby accepts, declares and undertakes that IAS Group products, codes and all ideas, all kinds of technologies, methods, algorithms related to the products and services marketed or used, the budget, sales figures, product prices, profitability, customer lists, management style of the parties, formulas, processes and concepts used or related to the development of these products and codes, all future updates, upgrades and all other improvements, revisions, fixes, bug fixes, quick-fixes, patches, modifications, extensions, releases, DATs, signature sets, upgrades, and policy and database updates and/or other updates regarding these, all studies, without being limited to those mentioned above, are the confidential information of IAS.

8.2. The parties hereby agree, declare and undertake that, without being limited to the above information, they will not disclose any information they have acquired during the performance of the Agreement or learned in any manner that it is related to the business and transactions of the other party or to any person or organization, except for the legal authorities authorized to request information, that they have confidentiality obligations and that they will not use or make available this information for their own personal purposes and/or against the competitors of the other party during the term of the Agreement and thereafter, and that in line with this purpose, they will take all kinds of precautions, including compliance with this obligation by all of their employees and the persons assigned by them, and that this confidentiality obligation shall survive the termination of this Agreement. The Company shall not provide any information to any third party and entity other than legal authorities in relation to this Agreement and its consent nor shall it make any public and/or press statement without the written permission of IAS.

8.3. The Company shall not recruit into its own structure or - if any- in a company of its group and/or enter into a business relationship with any person who works under an employment contract for IAS, IAS Yazılım Geliştirme Servis A.Ş. or a Business Partner who is named in the list of business partners of IAS and who has a current business partnership agreement, unless one year has elapsed since the expiry of the employment contract. If any such violation is identified, the Company

agrees, declares and undertakes that it will immediately terminate the business relationship with the relevant personnel, following the written notice to be served by IAS, otherwise, it shall cover the damage that IAS or the relevant business partner may incur.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Company may not infringe and/or carry out any transactions in terms of rights, titles and profits regarding the intellectual property rights of IAS Group products and materials, including the Software, unless it is within the scope of the limited usage rights granted to the Company under this Agreement.

9.2. IAS can integrate any development made for the Company to the standard version of the caniasERP software. The Company agrees, declares and undertakes that it may not claim any rights in this regard.

ARTICLE 10. FORCE MAJEURE

Each Party shall, in cases not caused by its own fault or delay, including fire, epidemic, pandemic situation, government restrictions, flood, explosion, war, riot or lack of labor, immediately notify the force majeure to the other party in writing, if the force majeure will cause the party to postpone or fail to fulfill any of its contractual obligations for any reason beyond the reasonable control of that party. Both parties shall use all reasonable endeavors to minimize the impact of the force majeure event.

This clause does not relieve the Company of its payment obligation for products and services provided to the Company.

ARTICLE 11. TRANSFER AND ASSIGNMENT OF THE AGREEMENT

11.1. The Company may not assign its rights and obligations arising from this Agreement to anyone else without the written approval of IAS.

11.2. IAS may assign, authorize, sub-contract or otherwise transfer this Agreement and any of its rights or obligations (in whole or in part) hereunder to any IAS Group member. IAS and any IAS Group member may use third parties as subcontractors to fulfill their rights and obligations hereunder.

ARTICLE 12. CONFIDENTIALITY OF THE DATA

12.1. In case of any personal data transfer between the Parties within the scope of this Agreement, the parties agree and undertake that they are obliged to comply with the Law No. 6698 on the Protection of Personal Data, the applicable legislation and general principles, as well as the decisions of the Personal Data Protection Board, and the regulations and guidelines of the Personal Data Protection Authority.

12.2. The Company, as the Data Controller, is solely responsible for the collection, editing, modification, storage, recording, transfer to third parties and abroad, deletion, destruction and anonymization of personal data contained in all kinds of written texts, pictures, videos, animations, etc. provided to IAS and personal data belonging to third parties in accordance with the Law on Protection of Personal Data no. 6698, and the relevant legislation. In this framework, the Company agrees, declares and undertakes that IAS has no responsibility.

12.3. The Company hereby approves the storage of all personal data shared with IAS on the servers of Industrial Application Software GmbH, head office address which is in Karlsruhe, Germany, and that in this context, it declares that it has obtained the explicit consent of data subjects regarding all kinds of personal data shared with IAS to be transferred abroad, including the shareholders and group companies of IAS in Turkey and abroad, and that this consent is complete and up to date. The Company shall be solely responsible for any disputes that may arise with data subjects within the scope of this article.

ARTICLE 13. GOVERNING LAW AND SETTLEMENT OF DISPUTES

The Parties are subject to the laws of the Republic of Turkey in the resolution of any dispute that may arise between them regarding the performance and interpretation of this Agreement. Any dispute arising out of or in connection with this Agreement shall finally be submitted to the jurisdiction of Istanbul Caglayan Court and Enforcement Offices.

ARTICLE 14. NOTICES AND NOTIFICATION METHOD

The addresses specified in this Agreement are the legal addresses of the Parties and any communication/notification to be served to these addresses will be deemed to have been served to the Parties. Any change in the address and/or e-mail address must be notified to the other Party in writing within 30 (thirty) days. Otherwise, notices served to the current address will be deemed valid.

ARTICLE 15. ENTIRE AGREEMENT, SEVERABILITY, AMENDMENT AND MODIFICATION

This Agreement constitutes the entire agreement along with its annexes. If any provision of this Agreement is claimed to be invalid and void, such invalidity shall not affect the remaining provisions of the Agreement. The Parties agree to replace such invalid and void articles with other articles that have the closest effect to the agreement concluded between the Parties, in accordance with their written declarations. This Agreement may only be amended or changed by the written agreement of the Parties.

ARTICLE 16. TAXES, DUTIES AND FEES

Any type of costs such as taxes, duties, fees, etc., including stamp duty, that may arise due to the signing of this Agreement shall be borne by the Company.

ARTICLE 17. GENERAL PROVISIONS

17.1. Any amendment to this Agreement may be executed in writing only by means of a binding agreement to be duly signed by the Parties.

17.2. The articles titles Intellectual Property Rights, Limited Liability of IAS, Competition and Confidentiality, Confidentiality of the Data and Settlement of Disputes and Governing Law shall survive the termination of this Agreement for any reason.

This Agreement consisting of 17 (Seventeen) articles has been drawn up in 2 (two) original copies and read, signed and exchanged by the Parties on ___ / ___ / ____.

Annex - 1: The projected Number of Man*Day within the scope of
Consultancy and Customization Support Services and Pricing Table

IAS Bilgi İşlem Danış. San. ve Tic. A.Ş.