

caniasERP SOFTWARE LICENSE AGREEMENT

ARTICLE 1. PARTIES

1.1. IAS Bilgi İşlem Danış. San. ve Tic. A.Ş., with Trade Registration Number 562133, 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 Software License Agreement (the "**Agreement**"), they have agreed on the following terms and conditions.

ARTICLE 2. DEFINITIONS

2.1. caniasERP Software: Refers to the modular software that the user license is based on, which is granted to the Company under this Agreement.

2.2 TROIA: It refers to the software development platform of caniasERP Software, which is an integral part of it. caniasERP Software User License: Means the necessary user license for the users who use the application belonging to caniasERP modules and the applications developed by the Company by connecting to caniasERP Software concurrently via interfaces such as Java Client, Web Client and for all external clients communicating with the system via interfaces such as web service Iot Gateway and Iot Connector. 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) and is defined and controlled in the DONGLE that checks licenses by the caniasERP system.

2.3. BUSINESS PARTNER: Refers to the Subject named in the terms of the caniasERP Software Partner Agreement, Partner Program and Agreement.

2.4. 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.

2.5. IOT GATEWAY USER LICENSE: Means the user license of the server that provides protocol-independent two-sided connection service between caniasERP servers and controllers, sensors and smart devices. IoT Gateway and caniasERP Automation (AUT) module enable to transfer real-time industrial data collected from different types of control systems directly to caniasERP servers as well as to monitor, analyze and visualize such data, and to send commands to the machines. For integrated use of IoT Gateway server with caniasERP system, the AUT module should be included in caniasERP User Licenses. The number of IoT Gateway User Licenses should be 1 per IoT Gateway server to be installed.

2.6. SOFTWARE: Refers to all kinds of software, programs and systems offered to the Company with this Agreement.

2.7. DONGLE: Means a device inserted to the USB port of a computer that can communicate with the Company's server and enables to access and check user licenses after the signing of this Agreement. Requests for additional DONGLES due to loss or faults not covered by warranty etc., shall be satisfied in return for a payment.

2.8. WARRANTY PERIOD: It refers to a 1-year warranty period from the date DONGLE is delivered to the Company.

2.9. IAS GROUP: Refers to the IAS Parent Company and its group companies.

2.10. AFFILIATE: Refers to any legal entity that is directly or indirectly controlled by the Company.

2.11. MAINTENANCE: Refers to the Maintenance that IAS shall provide free of charge within the warranty period, and upon the payment of the fee by the Company, after the expiration of the warranty period, for problems that the Company will forward to IAS via support line, e-mail address and/or mycanias portal.

2.12. LICENSE CERTIFICATE: Refers to the document indicating the module and user licenses defined to the Company.

ARTICLE 3. OBJECTIVE AND SCOPE

The objective and scope of this Agreement consists of specifying the rights and obligations of the parties regarding the provision of the usage rights of the software licenses, the

details of which are specified in the License Certificate (**ANNEX**) attached to this Agreement.

ARTICLE 4. USE OF LICENSE

4.1. Right to use the software: As described in the terms and conditions of this Agreement IAS grants the Company the right to use the non-exclusive and non-transferable software listed in the License Certificate. If the Company has not purchased Maintenance Support Services, the Company shall not be given the right to update and upgrade the software. For the avoidance of doubt, this Agreement does not transfer ownership rights to the Software to the Company.

4.1.1. The Company may not remove copyright-related statements from the licensed version of the software and may not violate the copyright and intellectual property rights of the Software.

4.1.2. The Company may not claim any ownership rights to the software hereunder.

4.1.3. The parties shall abide by the principles set forth in this Agreement regarding the copyright and other industrial property rights of the software.

Granting a right to use the Software to the Company does not give any right or possibility to (a) copy, compile, distribute, publish the software, (b) translate it, (c) decompile it, (d) apply reverse compilation or reverse engineering on it, (e) generate source code from its object code, (f) sell, lease, lend, market, sub-license the right of use to third parties or organizations, (g) distribute it, and (h) combine any part of the Software with other software or documents and may not lead to any of the foregoing.

4.2. Use of Affiliates. The Company may offer the software to its Affiliates with an additional protocol to be concluded obtaining the prior written approval of IAS. In such case, the Affiliate will use the Software only for its own activities. Such Affiliate may not use the software for the benefit of third parties. In that case IAS determines that the terms and conditions specified in this article have not been fulfilled and may immediately terminate the Agreement and additional protocols.

The Company shall ensure that the Affiliate agrees in writing that it will comply with the terms of this Agreement, and shall be exclusively responsible and liable for the Affiliate's breach of the terms of this Agreement. For the avoidance of doubt, any breach of the terms of this Agreement by the Affiliate shall be considered as a breach by the Company.

If the Company has an Affiliate and/or a Subsidiary that has signed a license, maintenance support services and/or consultancy and customization support services agreement for the software, or any agreement without limitation, concluded with IAS or any IAS Group member or a business partner designated by IAS; Unless otherwise agreed in writing by the parties, the Company agrees that it will not make the software available to such Affiliate or Subsidiary even if the relevant agreements terminate for any reason.

ARTICLE 5. MAINTENANCE

5.1. Maintenance refers to the provision of update services to the Company in order to increase the efficiency of the software. If the Company wishes to procure Maintenance, the terms and conditions of the Maintenance shall apply. In the event the Company notifies IAS in writing that it does not want to receive Maintenance after the end of the Warranty Period specified in this Agreement, the company will not be entitled to receive any support, including maintenance and updates.

ARTICLE 6. AUDIT

6.1. IAS shall be able to audit the use of the software provided to the Company under this Agreement at least once (1) a year. The Company agrees that it shall cooperate during these audits. If, as a result of the audit performed by IAS and/or by an expert and/or company authorized by IAS, it is determined that the Company has not fully paid the license fees and/or IAS maintenance support services and the services to be offered within the scope of consultancy and customization support fees and/or if it is determined that the Company uses the software more than the modules and user amounts specified in the License Certificate, the Company will pay fee differences for overuse in accordance with the IAS pricing procedure and terms valid at the time of the audit.

6.2. If, as a result of the audit performed by IAS and/or an expert and/or company authorized by IAS, it is determined that there is/has been usage above the amount specified in the License Certificate, the audit costs shall be covered by the Company. Without being limited to the foregoing, IAS reserves all its legal rights regarding the amounts of the license and maintenance support services, consultancy and customization support services not fully paid for, and cases where the module and user licenses are used excessively. For the avoidance of doubt, IAS may exercise its rights in this regard to the audit specified in this article through its Business Partner and/or its subcontractors.

ARTICLE 7. FEES AND PAYMENT

7.1. The module that the Company has the right to use hereunder and the amount of the usage license are specified in the License Certificate. In case the Company wishes to purchase additional/new user licenses and/or modules within the scope of this Agreement, the parties shall enter into a supplementary protocol in line with the pricing and payment terms valid on the date when the additional/new user license and/or module is purchased by the Company.

7.2. The Company shall pay the Software User License fee to IAS within 14 (fourteen) days from the date of the Invoice issued by IAS. For the amounts of overdue Invoices, an interest rate equal to the Interbank daily repo interest rate plus 3% shall be applied, and any costs incurred due to the delay shall be Invoiced to the Company separately.

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

7.4. If the Company fails to pay the software fees on time and any amount remains outstanding 1 (ONE) month past the maturity date set forth in article 7.2., and becomes overdue, this shall constitute a rightful cause for immediate termination of the agreement by IAS.

ARTICLE 8. TERM AND TERMINATION

8.1. 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.

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

8.2.1. 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;

8.2.2. Immediately, if the Company fails to pay the fees specified in the License Certificate on time and any amount remains outstanding 1 (one) month past the maturity date set forth in article 7.2., and becomes overdue.

8.2.3. Immediately, in the event that the Company violates article 4.2.

8.3. 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.

8.4. The termination of this Agreement for any reason does not prejudice the current versions installed at the Company of the caniasERP User and IASDB User licenses purchased by the Company, provided that all payments under the License Agreement are made. For the avoidance of doubt, the Company hereby agrees and undertakes that, in such a case, IAS will not have any liability and/or responsibility for the uses to be made by the Company, and it will have no obligation to fix, repair, update and support any problems, including but not limited to errors, malfunctions in caniasERP software, IASDB database and/or IoT Gateway solution.

ARTICLE 9. WARRANTY OF THE SOFTWARE, LIMITED LIABILITY OF IAS

9.1 Limited Warranty

IAS guarantees the functionality of all the functions included in the descriptive documents of the installed versions of the software for 1 year from the date of delivery of DONGLE.

In cases where the software is not used correctly, and problems are caused by interventions such as by the Business Partner, the Company and/or third parties, third party software, third party database, or use of any software not provided by IAS shall not be considered under warranty. IAS does not guarantee to meet all the additional demands of the Company.

9.2 Disclaimer

9.2.1. 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 CANIAS ERP 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 CANIAS ERP 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.

9.2.2. 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 THE SOFTWARE OR THE PRODUCT AND SERVICES OFFERED, MAY NOT EXCEED THE LICENSE FEE PAID BY THE COMPANY TO IAS. THESE RESTRICTIONS AND EXEMPTIONS REGARDING COMPENSATION FOR THE LOSS SUFFERED SHALL BE DEEMED VALID EVEN IF THE REQUIRED REMEDY CANNOT BE PROVIDED.

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

ARTICLE 10. COMPETITION AND CONFIDENTIALITY

10.1. 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.

10.2. 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 is related to the business and transactions of the other party 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 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.

10.3. 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 11. INTELLECTUAL PROPERTY RIGHTS

11.1. 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.

11.2. 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 12. FORCE MAJEURE

Each Party shall, in cases not caused on 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 obligations for software provided to the Company.

ARTICLE 13. TRANSFER AND ASSIGNMENT OF THE AGREEMENT

13.1. The Company may not transfer or assign this Agreement and its rights and receivables arising from this Agreement to third parties without obtaining the written approval of IAS.

13.2. 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 14. CONFIDENTIALITY OF THE DATA

14.1. 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.

14.2. 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.

14.3. 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 15. 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 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 16. 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 17. 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 18. 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 19. GENERAL PROVISIONS

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

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

This Agreement consisting of 19 (nineteen) articles has been drawn up in 2 (two) original copies and read, signed and exchanged by the Parties on ___ / ___ / ____.

ANNEX: License Certificate

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