

caniasERP Maintenance 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. ABC A.Ş., with Trade Registration Number ---, and with its registered address at **World Trade Center Istanbul - Turkey**,

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 Maintenance Agreement (the "**Agreement**"), they have agreed on the following terms and conditions.

ARTICLE 2. DEFINITIONS

2.1. License Agreement: It refers to the caniasERP software license agreement the Company.

2.2. caniasERP Software: Refers to the modular software, the user license is based on for the Company under this Agreement.

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

2.4. 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 itself 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. 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.

2.5. IASDB Database User License: Means the license which is necessary in order to use the 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: Refers to the IAS Parent Company and all its group companies.

2.7. Warranty Period: It refers to the 1-year warranty period as specified in the License Agreement.

2.8. 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.

2.9. Software: Refers to all software products offered to the Company with the License Agreement.

2.10. Customization Support Services: Refers to all types of consultancy, software development and training services provided by IAS within the scope of effective use of caniasERP software, which is decided by the Company in line with their demands and needs.

ARTICLE 3. OBJECTIVE AND SCOPE

The purpose and subject of this Agreement is to determine the rights and obligations of the Parties regarding the Maintenance to be offered to the Company by IAS starting as of the end of expiration date of the Warranty period specified in the License Agreement within the relevant annual period if the Company pays the annual Maintenance fee.

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

4.1. If the Company signs this Agreement and pays the annual Maintenance fee, IAS guarantees within that respective year, the functionality of all functions contained in the descriptive documents of those versions of caniasERP software, IASDB database and/or IoT Gateway solution that are installed at the Company. Consultancy and Customization Support Services may be requested by the Company in order to use the relevant functions. The Consultancy and Customization Support Services shall be charged based on the prices determined in accordance with the terms and conditions specified under the Consultancy and Customization Support Services Agreement.

4.2. IAS shall provide online and phone support to the CUSTOMER to identify any software error which may arise on caniasERP standard version. IAS, after identifying the error, shall immediately try to correct the error. After fixing the error, IAS shall provide access to the CUSTOMER as described in 4.3.

4.3. The Customer, upon signing this Agreement and paying the annual Maintenance fee, shall have the right within the said annual period, to access and use new versions and/or revisions within versions of caniasERP software, IASDB database and/or IoT Gateway solution and/or documents (changes in Turkish legislation, functional improvements, bug fixes in standard versions and etc.). The Company shall have online access to the files necessary for such updates. The Company may demand Consultancy and Customization Support services in relation to the transition to the new version and/or revisions within the version. The Consultancy and Customization Support Services team shall be charged based on the prices determined in accordance with the terms and conditions specified under the Consultancy and Customization Support Services Agreement.

4.4. Access to TROIA Development Tools is part of the Maintenance. If the License Agreement is terminated for whatever reason and/or the Company decides not to receive the Maintenance within the new period, TROIA Development Tools may not be accessed, and no changes or customizations can be made to caniasERP software based on software development.

4.5. The Company is obliged to take the necessary security measures for the server, to provide an environment suitable for the healthy operation of network products and computer systems, as required for the caniasERP software, IASDB database and/or IoT Gateway solution to work. IAS may not be held responsible for these above factors.

ARTICLE 5. FEES AND PAYMENT

5.1. The Maintenance fee is specified in the Annex as 20% of the Licence Fee paid by the Company. The Maintenance will be free of charge during the Warranty Period. After the Warranty Period expires, the annual Maintenance amount in the Annex will be calculated based on the valid foreign exchange sales rate applicable by the Turkish Central Bank on the invoice date.

The Parties shall enter into a supplementary protocol regarding the purchases' Maintenance when the Company purchases a new license. Maintenance conditions for new licenses shall be specified in the supplementary protocol. The warranty period shall be one-year for the new licenses purchased by the Company.

5.2. The invoice for the services shall be issued on the date of expiry of the warranty period and the subsequent anniversaries thereof. The payment period of Invoices issued by IAS is 14 (fourteen) days. An interest rate equal to the Interbank daily repo interest rate plus 3% shall be applied to any overdue Invoices. Any costs incurred due to delays 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 Maintenance fees on time and any amount remains outstanding 1 (ONE) month past maturity date set forth in article 5.2., and becomes overdue, this shall 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 Maintenance 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.

6.4. The termination of this Agreement for any reason does not prejudice the current versions installed by the customer of the caniasERP User and IASDB User licenses purchased by the Company, providing 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 and 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 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 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.

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, SOFTWARE OR THE PRODUCT AND SERVICES OFFERED, MAY NOT EXCEED THE MAINTENANCE FEE PAID BY THE COMPANY TO IAS WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT CAUSED THE LIABILITY. 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, methods, algorithms, 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 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 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 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 statements 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 of causes not of 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 by IAS.

ARTICLE 11. TRANSFER AND ASSIGNMENT OF THE AGREEMENT

11.1. 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.

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 of 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 article 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 ___ / ___ / ____.

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