CACEIS Bank S.A., Germany Branch

SPECIAL CONDITIONS to the Online Agreement for Alfresco

1. Authorisation

a) Authorised representatives and scope of authority

The authorisation of the Customer and its' scope is the one defined in the Online Agreement for Alfresco and is granted separately for each authorised representative (User). The Customer will inform its authorized representatives of the scope of their granted rights.

b) Modification / expiry of an authorisation
The Customer shall notify the Bank, without delay and in writing as evidence thereof, when an authorization granted to an authorized representative notified to the Bank has expired. This duty of notification is also required when the authorisation has been recorded in a public register (e.g. the German Commercial Register) as well as when the expiration or modification of such authorization is recorded in said register.

c) Automatic deletion of a single authorized representative
The Bank is authorised to delete all electronic accesses paths for a single authorized representative on behalf of the Customer. The automatic deletion happens if the authorized representative has not initialized itself, according to the conditions for data communication, within 12 months after the receipt of the confirmation letter by the Bank, in which the authorized representative has been nominated for the first time. The Bank will inform the Customer about the deletion of the authorized representative by sending a confirmation letter.

d) Subscription right
Any agreements granting the Customer electronic access to Alfresco have to be signed by the Customer's legal representatives (as recorded in the public register).

2. Automatic deletion of the complete electronic access of the Customer

The Bank is authorized to delete the complete electronic access paths of a Customer and also the access of its authorized representatives if none of the authorized representative has initialized itself, according to the conditions for data communication, within 6 months after the receipt of the confirmation letter by the Bank. The Bank will inform the Customer about the complete deletion by sending a confirmation letter.

3. Required Software

If for the use of Alfresco a special software tool is required, which is provided to the Customer on a payment basis, the provision of the software tool will be governed by a separate service and usage agreement.

4. Country-specific restrictions

In some countries, the utilization of certain content via electronic access paths is prohibited or restricted or is a subject to additional preconditions. This may impede the Customer to retrieve such content in certain countries. Therefore and prior to using the access paths from a foreign country, the Customer shall inform itself about any country-specific restrictions/prohibitions or additional preconditions and shall be responsible for its Users to comply with them.

5. Copyright protection

The content published via the Alfresco platform, and especially any information, data, texts, picture materials and functions contained therein, are subject to copyright protection.

The party using a content published by the other party in Alfresco does not acquire any intellectual property rights on the content. Depending on the function in question, however, the party may copy or otherwise use certain content for its business purposes, provided that reference to the copyrights of the publishing party is made.

The parties will use the electronic access path to Alfresco and the content published in Alfresco only for their own business purposes and won't make them available to third parties.

The parties will treat all content published in Alfresco as confidential, won't remove or obscure any references to the copyright of the publishing party or its suppliers and won't use trademarks, domain names and other distinctive signs of the publishing party or third parties without their consent.

The customer remains responsible for its authorized representatives to comply with the above mentioned requirements.