

General Terms and Conditions & Terms of Use

1. Notice to Users

Please read this document. It contains the terms of use (the “Terms of Use”) that govern in particular, but without limitation, your use of our Website ABRAMS.wiki (the “Website”) and the Services (as defined below) provided by inigma. By using the Website you agree to these Terms of Use. If you do not wish to accept these Terms of Use, do not use the Website or the Services. If you have accepted one or more additional agreements with inigma regarding Services or Reports, electronically or by your signature, any such agreement prevails over these Terms of Use in the event of a conflict.

2. Services

The information regarding trade and industry which is presented by inigma is based on a variety of sources (the “Data”). Using proprietary methods inigma arranges and presents the Data (the “Content”) and subject to these Terms of Use makes the Content available via the Website ABRAMS.wiki (the “Services”).

3. Access to Website and to Services

Your right to access the Website and the Services is limited in scope, revocable, non-transferable and non-exclusive. inigma makes the Website and the Services available to you subject to your continued compliance with these Terms of Use and any supplemental agreement between you and inigma that may be presented for your approval online or offline at the time of your ordering such Services.

4. Types of Services

Certain Services may be available to anyone visiting the Website free of charge. Other Services may be provided in the form of one or more reports that aggregate and arrange Data according to predetermined criteria (each, a “Report”), or by subscribing for access to Services for a period of time (each, a “Subscription”).

Reports will be delivered to you via the Website. You may be able to order both standardized and specifically tailored Reports.

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To enter into a Subscription for any Services you will open an account with inigma. inigma will permit access to and use of the Services (“User Access”) to an agreed number of users (“Authorized Users”) by providing them with specific login credentials (“Login Credentials”). Authorized Users may access and use the Services included in the Subscription, as well as inigma’s support and training resources as may be available from time to time or as agreed in a separate agreement.

Depending on the type of your Subscription the usage of our Website, the access to Data and Content and the number of Reports and Data-Exports may be subject to limitations.

5. Login Credentials

If inigma provides you with Login Credentials for your Authorized Users you agree not to share and not to permit the sharing of Login Credentials. inigma may in its discretion provide Login Credentials only for use with individual pre-approved devices and reserves the right to monitor how and from where the Services are accessed. inigma may in its discretion require additional verification of Authorized Users by any reasonable means and inigma may disassociate and block any device or user from any Service if inigma has reason to believe that that Login Credentials are shared, without deduction or set-off of any fees payable or paid by you for use of the Services.

You are responsible for protecting the Login Credentials assigned to your Authorized Users from unauthorized access and use and for any activity on the Website that occurs using these Login Credentials whether authorized or known by you or not.

inigma is not responsible for any damage or expense you or any user suffer as a result of your failure to protect the Login Credentials from unauthorized access or use. You must immediately notify us if you have reason to believe that any of your Login Credentials have been compromised or used without your authorization.

6. Hardware and Software Requirements

It is your responsibility to provide suitable devices, Internet access, web browsers and other software required to access and use the Services. While the Services should be compatible with many commercially available devices and web browsers, inigma does not warrant that the Services will be accessible by or compatible with any specific device, web browser or software in any specific configuration. However, for the best performance it is at least recommended to use Google Chrome as web browser.

It is also your responsibility to install and maintain firewalls, anti-virus software and other customary measures to secure your hardware and software against infections with viruses or malware.

7. Fees and Taxes

Fees for Services vary depending on the type and scope of the Services, the length of any Subscription and the number of Authorized Users. Fees may be presented to you in fee schedules online or during the checkout-process before you finalize your order, or as part of a separate written agreement.

Certain Services may be free of charge, sometimes for a limited period of time, such as in a trial Subscription.

Any use, sales or other tax that must be collected and paid in connection with your use of the Services is your responsibility and will be collected by inigma in accordance with applicable law.

The fees for any Service, including any taxes, are due and payable to inigma upon finalizing your order for such Service.

inigma may charge interest on any amount that remains unpaid for 20 days after its due date at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. In addition, you must pay inigma all costs and expenses, including reasonable attorneys' fees, incurred during the collection of any amount due but unpaid by you hereunder or under any separate agreement with inigma regarding your use of the Services.

8. No Professional Advice; No Minimum Amount of Data

This Website, the Services and the Content are for informational purposes only. The Data inigma presents is based on a variety of sources from all over the world. The available Data may vary in quantity and quality. inigma has not verified, and does not give any assurances or warranties whatsoever regarding, the accuracy, timeliness or completeness of any available Data or the Content created using such Data.

Inigma has no duty to provide a minimum amount of Content or Data, or to select or provide certain Data based on usefulness or completeness. Nor does inigma have a duty to update any Report delivered to you or to supplement Data or Content you have downloaded upon the availability of new or additional Data.

Inigma disclaims any responsibility with respect to the legality of your use of the Content.

You use the Content at your own risk and inigma is not responsible for any business decision you are taking based on the Content.

9. No Approvals or Endorsements

The information concerning any third parties contained in any Report or other Content provided by inigma, was likely not approved or sponsored by any third party. References to third parties or their products or services should not be construed as an approval or endorsement by inigma.

10. Links to Third-Party Websites

This Website may contain links to websites maintained by third parties. These links are provided as a convenience, and inigma is not responsible for the content of any linked website. inigma has no control over the content of any website accessed via hyperlink from abrams.wiki and inigma does not endorse or accept any responsibility for the content or use of such website.

11. Limitation and Disclaimer of Liability

THE SERVICES AND ALL CONTENT PROVIDED ON THIS WEBSITE ARE PROVIDED "AS IS". WITHOUT LIMITATION, INIGMA DOES NOT WARRANT THAT: (i) THE INFORMATION ON THIS WEBSITE, WHETHER CONTRIBUTED BY INIGMA OR A THIRD PARTY, IS CORRECT, ACCURATE, TIMELY, RELIABLE OR COMPLETE; (ii) THE SERVICES PROVIDED VIA THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL INIGMA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES, ARISING OUT OR RELATING TO THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE, THE SERVICES, THE CONTENT OR OTHER INFORMATION CONTAINED ON THIS WEBSITE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, EVEN IF INIGMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL INIGMA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THIS WEBSITE INCLUDING THE USE OF ANY SERVICES OR CONTENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE GREATER OF (A) AMOUNTS PAID BY YOU TO INIGMA FOR THE SERVICES IN THE [TWELVE (12)] MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM; OR (B) ONE U.S. DOLLAR (\$1). THIS LIMITATION IS CUMULATIVE AND NOT PER CLAIM.

12. Acceptable Use and Prohibited Acts

You may access the Services and view, download and print Content exclusively for your internal informational purposes in accordance with these Terms of Use and any supplemental agreement between you and inigma.

You must not, and must not permit any other person to

- access or use the Services or Content except as expressly permitted by this Agreement;
- reproduce, transmit, license or otherwise distribute any part of the Website, the Services, or the Content in any form and any medium for any purpose;
- "frame" or "mirror" any Content or create links to or from the Website;
- remove any copyright, trademark and other proprietary notices from any Content or other materials obtained using the Services;
- modify, adapt, improve or create any derivative works based on the Website, the Services or the Content;
- disassemble, reverse engineer, or decompile any part of the Services or any Content;
- bypass or breach any security device or protection used by the Services or access or use the Services other than through the use of valid Login Credentials of the Authorized User;
- input, upload, transmit or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;
- damage, destroy, disrupt or otherwise impede in any manner the Services;
- access the Website or Content in order to build a competitive product or service, build a product or service using similar ideas, features, functions or graphics, or copy any ideas, features, functions or graphics;
- access or use the Services and Content in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law;
- introduce viruses, worms, Trojan horses and/or harmful code to the Website;
- impersonate any other person when ordering any Services from the Website;
- use the Content to invade the privacy or violate any personal or proprietary right (including intellectual property rights) of any person or entity; or
- intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law while using or accessing the Website or in connection with your use of the Website, in any manner.

Special rules for the use of certain Content may be found elsewhere within the Website and are incorporated into these Terms of Use by reference.

13. Copyrights, Trademarks and other Proprietary Rights

The Website, and all information contained therein, information and data obtained from inigma's licensors, the Services, Reports, Content and other material contained in this Website or provided through the Services are the property of inigma, its affiliates and its licensors, and are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws.

"abrams.wiki" is a licensed trademark from inigma under the applicable laws of the United States and/or other countries. Other product or service names or logos appearing on this Website are trademarks or registered trademarks of inigma and/or its affiliates. inigma reserves all other intellectual property rights in all names or logos on the Website, regardless of whether they are marked as trademarks or service marks.

Except as expressly set forth in these Terms of Use or other written agreement between you and inigma, no license or other right in or to this Website or Content are granted to You, by implication, estoppel, or otherwise, and all such licenses and rights are hereby reserved.

Any use of the Content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

14. Confidential Information

Both you and inigma (each, as the "Disclosing Party") may disclose or make Confidential Information available to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. The terms and existence of this Agreement are the Confidential Information of inigma. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure before such information was disclosed to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's noncompliance with this Agreement; (c) was received by the Receiving Party on a non-confidential basis from a third party not under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

The Receiving Party must: (i) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (ii) not access or use Confidential Information except as necessary to exercise its rights or perform its obligations under these Terms of Use, and (iii) must not disclose Confidential Information to anyone other than to its personnel that needs to know such information to perform the Receiving Party's obligations under this Agreement. If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted, the Receiving Party shall: (a) promptly, and before disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other authority that such Confidential Information will be afforded confidential treatment.

15. Term

Absent any other agreement for Services, you are bound to these Terms of Use from the moment when you first access the Website until such time when you have ceased the use of the Website.

If you ordered a Report, the Report will be available for your viewing and download for a period of 60 days from the date it was compiled. inigma will commence the compilation of any Report upon payment of the fees therefore, plus taxes, in full.

Any Subscription to Services begins on the effective date set forth in the order or, in the absence thereof, upon payment in part or in full of the fees therefor, including taxes, and continues for the period for which you subscribed to such Services, unless your Subscription is terminated or extended in accordance with these Terms of Use or any other agreement between you and inigma.

Any Subscription with a specific duration will automatically terminate at the end of the subscription period. Any Renewal for successive periods has to be defined again.

16. Suspension or Termination

inigma may delay or suspend performance of any Services if you do not pay the agreed upon fee therefor, plus taxes, when due, until such time as you have paid such amounts in full.

If you fail to pay for the Services you ordered for more than 20 days after their due date, inigma may terminate your order for such Services. You agree that in such a case, you must pay inigma an amount equal to the agreed upon amount for the Services that you ordered but did not pay, plus an administrative fee equal to 5% of the fee amount.

If you breach any of the provisions of Section 12 or 14 hereof, inigma has the right at any time to terminate any outstanding order for Services hereunder, including any Subscription, effective immediately, without

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incurring any liability, and any amounts payable by you hereunder shall become due immediately. This is without prejudice to any other right or remedy inigma may have under applicable law and equity.

inigma may suspend, terminate or otherwise deny your or any Authorized User's or any other person's access to or use of all or part of the Services, without incurring any liability, if: (a) inigma receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires inigma to do so; or (b) inigma believes, in its good faith and reasonable discretion, that: (i) you or any Authorized User has failed to comply with, any term of these Terms of Use or any supplemental agreement between you and inigma, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under these Terms of Use or in any manner that does not comply with any material instruction for the use of the Services; (ii) you or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to, in connection with or using any of the Services; or (iii) any subscription expires or is terminated.

If inigma terminates its provision of Services to you hereunder, your permission to use any Content terminates automatically and you must immediately destroy any copies you have made of any portion of the Content.

17. Notice and Take Down Procedures; Copyright Agent

If you believe any materials accessible on or from this Website infringe your copyright, you may request their removal or from this Website by contacting inigma's Copyright Agent and providing the following information:

- Identification of the copyrighted work you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work;
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material;
- Your name, address, telephone number and (if available) e-mail address;
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent or the law;
- A statement that the information you have supplied is accurate, and indicating that under penalty of perjury, you are the copyright owner or are authorized to act on the copyright owner's behalf;
- a signature or the electronic equivalent from the copyright holder or authorized representative.

inigma's agent for copyright issues relating to this Website is as follows:

Copyright Agent

Dr. Michael Wangemann, CMS Hasche Sigle mbB, Nymphenburger Str. 12, 80335 Munich, Germany

In an effort to protect the rights of copyright owners, inigma maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of this Website who are repeat infringers.

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18. Indemnity

You agree to indemnify, defend and hold harmless inigma, its affiliates, officers, directors, employees, consultants, agents, representatives, licensors, and suppliers, from any and all claims, losses, liability, damages and/or costs (including reasonable attorneys' fees and costs) arising out of or relating to (1) your use of the Website, the Services or the Content; (2) your violation of these Terms of Use, including without limitation any representations and warranties hereunder and any agreements incorporated by reference; and/or (3) your infringement, or infringement by any other user of your account(s), of any intellectual property or other right of any person or entity.

19. Export and Sanctions Compliance

The laws of the United States of America prohibit the export of certain software and data to particular persons, territories and foreign states. You agree not to export, re-export, resell, or transfer any inigma data or services in any manner that will violate any laws. Without limiting the foregoing, you agree that you are not a Restricted Party (as defined below); that you will not export, re-export, resell, or transfer any inigma data or services to any person or entity that is a Restricted Party; that you will implement and maintain reasonable and appropriate procedures for preventing unauthorized access to inigma data or services; and that you will notify inigma immediately upon learning that you or a user of the inigma data or services provided to you under this Agreement becomes a Restricted Party.

For purposes of this Section 19, a "Restricted Party" is any person or entity that is (1) located or established in, organized under the laws of, or controlled by the government or by one or more nationals of Cuba, Iran, North Korea, Sudan, Syria, or any other country that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or designated as a country that is subject to a general prohibition on U.S. persons' engaging in financial and/or export transactions; (2) on the U.S. Department of Commerce Denied Persons List, Entity List, or Unverified List; U.S. Department of the Treasury list of Specially Designated Nationals and Blocked Persons; or U.S. Department of State List of Debarred Parties; (3) part of, affiliated with, or controlled by or acting on behalf of any non-U.S. military organization; or (4) engaged in end use activities that are subject to restriction under U.S. export laws, including without limitation nuclear, missile, or chemical or biological weapon-related activities.

20. Anti-corruption Laws; Foreign Corrupt Practices Act

You represent, warrant and covenant to inigma that you have not and will not, in connection with the Content or Services provided under this Agreement, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any Government Official (as defined below), or to any other person or entity, if such payment or transfer is intended to induce any official action by such Government Official; to obtain, retain or direct business to any person; to secure an improper advantage; or otherwise violate the Foreign Corrupt Practices Act any other law applicable to you. You agree to notify inigma immediately of the occurrence of the foregoing. A "Government Official" means any employee or officer of a government in any country, including any federal, regional or local department, agency, or enterprise owned or controlled by such government; any official or employee of a political party; any official

or employee of a public international organization; any candidate for political officer; and any person acting in an official capacity for, or on behalf of, such a person.

21. Enforcement of Terms of Use

These Terms of Use are subject to and interpreted in accordance with the the laws of the State of New York, United States of America, without reference to its conflicts of law principles, to the extent such principles would apply the law of any other jurisdiction. The parties specifically exclude the applicability of the Vienna Convention for the International Sale of Goods (CISG).

All disputes arising out of or relating to these Terms of Use shall be finally resolved by arbitration before a single arbitrator conducted in the English language in New York, New York, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association. Any proceedings will be conducted solely on an individual basis, and no class arbitration shall be permissible. Neither you nor inigma will seek to have any dispute be heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. The parties shall appoint as sole arbitrator a retired judge who presided in the State of New York. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. You are giving up the right to litigate disputes in court before a judge or jury (or participate in court as a party or class member). Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Furthermore, notwithstanding the foregoing, inigma shall be entitled to seek injunctive relief, security or other equitable remedies from the United States District Court for the Southern District of New York or any other court of competent jurisdiction without the necessity of posting a bond.

22. Miscellaneous

These Terms of Use are the entire agreement between the parties relating to the subject matter herein, supersede all previous communications, understandings and agreements (whether oral or written) and shall not be modified except in writing signed by both parties, in your express acceptance of other terms in the course of your use of this Website or by posting by inigma of new Terms of Use from time to time; provided that, if you have an existing click through agreement or written agreement with inigma that agreement will supersede these terms.

inigma may, at its sole discretion and without notice, revise these Terms of Use at any time by updating this posting.

If any part of these terms is held to be unlawful, void or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

These Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

Neither party is authorized to assume or create any obligation or responsibility on behalf of, or in the name of, the other or to bind the other in any manner. You may not assign or transfer these Terms of Use without inigma's prior written consent.

Notices delivered under these Terms of Use must be given in writing and will be effective when received.

The headings and captions used in these Terms of Use are used for convenience only and are not to be considered in construing or interpreting these Terms of Use.

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