

[] 2019

TRANSITION SERVICES AGREEMENT
PROJECT HIGHLAND

Transition Services Agreement

This Transition Services Agreement (*TSA*) is dated _____2019 and made
between.

1. **Springer Nature AG & Co KGaA**, Heidelberger Platz 3, 14197 Berlin, registered with the commercial register (*Handelsregister*) at the lower court (*Amtsgericht*) of Berlin (Charlottenburg) under registration number HRB 195463 B
- “hereinafter referred to as “**SN KGaA**”-
2. **Springer-Verlag GmbH, Heidelberger Platz 3**, 14197 Berlin, registered with the commercial register (*Handelsregister*) at the lower court (*Amtsgericht*) of Berlin (Charlottenburg) under registration number HRB 91881 B
- “hereinafter referred to as “**Springer-Verlag** “

and

3. **InfoChem Gesellschaft für chemische Information mbH**, registered with the commercial register (*Handelsregister*) at the lower court (*Amtsgericht*) of Munich under registration number HRB 88323
- “hereinafter referred to as “**InfoChem**” -

- SN KGaA, Springer-Verlag, InfoChem hereinafter collectively referred to as the “**Parties**” and also individually referred to as a “**Party**”-

PREAMBLE

- (A) WHEREAS all shares in InfoChem were purchased by DeepMatter Group Plc. via a Sale and Purchase Agreement (hereinafter the “SPA”) from Springer-Verlag on 19 December 2018 with effect date of 1 January 2019.
- (B) WHEREAS InfoChem was part of Springer Nature Group and received several (central) services from SN KGaA or other SN group companies.
- (C) WHEREAS the Parties are aware of the necessity, that several services should be maintained for a limited period specified in the respective Schedules.

NOW, THEREFORE the Parties hereto agree as follows:

1. Definitions

1.1 Defined terms. The following capitalized terms used herein shall have the following meaning:

- 1.1.1 *Agreed Service Standard* as defined in Section 3.1.
- 1.1.2 *Effective Date* means 1 January 2019.
- 1.1.3 *Reference Period* means the twelve (12) month period immediately preceding the Effective Date.
- 1.1.4 *Service Provider* as defined in Section 2.1.2(a).
- 1.1.5 *Service Recipient* as defined in Section 2.1.2(a).
- 1.1.6 *Services* as defined in Section 2.1.1.
- 1.1.7 *Third Party Supply Agreements* means agreements entered into by members of the relevant Service Provider's group under which third parties provide goods and services to this group which are necessary for the provision of the Services.
- 1.1.8 *TSA List* as defined in Section 2.1.1.

2. Obligation to procure provision of Services

2.1 List of services

- 2.1.1 **Annex 2.1.1** to this TSA (the *TSA list*) contains a list of the services that are required to be continued with effect from the Effective Date (together *Services* and each a *Service*).
- 2.1.2 The TSA list also sets forth
 - (a) the Parties to the individual Services relationships, namely the entity which shall provide, and the entity which shall receive, a particular Service (the Service Provider and the Service Recipient, respectively);
 - (b) a description of each individual Service to be rendered; and
 - (c) the relevant fees payable for each Service.

2.2 Obligation to procure provision of Services, treatment of omitted services and services after expiry of the service term

Each TSA-Party shall procure that, from the Effective Date, each Service Provider and Service Recipient belonging to its group of companies will perform its respective obligations under this TSA, and in particular that each Service Provider belonging to its group of companies will provide the Services to be provided by in pursuant to the TSA List in accordance with the terms set out in this TSA.

3. Terms for Services

3.1 Service standard

Each TSA-Party shall cause the Service Provider belonging to its group of companies to provide the Services to be provided by it in a timely manner with reasonable skill and care and the same scope, and with the same standard of care, capacity, availability, functionality and quality as services similar to the Services have been provided by such Service Provider to the Service Recipient during the Reference Period (the *Agreed Service Standard*). The Agreed Service Standard will also include:

- (a) in the case of the statutory accounts for the FY 2018, preparation of such accounts in accordance with the accounting principles of the German Commercial Code, and any other applicable statutory rules, within a timescale that enables them to be filed in good time before the statutory deadline and in the same way and quality as they have been set up prior to the effective date (ie.: in using the exemption rule of Art. 264 para 3 German Commercial Code); and
- (b) in respect of payments from InfoChem's bank account and payroll or salary personnel payments, the making of all such payments subject to, and in accordance with, InfoChem's and Deepmatter Group instructions. The parties agree that these payments are done in the same way and the same standard as they have been done by the respective Party prior to the effective date.

3.2 Service term

3.2.1 Each Service shall be provided until:

- (a) the termination date specified opposite such Service in the TSA List; or
- (b) if no such termination date is specified, termination by either the Service Recipient or the Service Provider with effect to the end of a calendar year, however with effect to 30 June 2019 at the earliest, subject to three (3) months' prior notice; or
- (c) in respect of the services provided under schedule 2.1, the termination date specified in that schedule unless terminated earlier by InfoChem giving 3 months prior written notice specifying which of the services it wishes to cease prior to 31 December 2019 (in which case the fee will be pro-rated accordingly).

3.2.2 The right to terminate for good cause remains unaffected.

3.2.3 Any termination notice shall be in writing to be valid and shall be sent by the respective Service Provider or Service Recipient to the respective Service Provider or Service Recipient.

3.3 Service Fees

3.3.1 In consideration for the Services provided, the relevant Service Recipients shall pay to the relevant Service Provider(s) the fees specified opposite each Service in the TSA

List (plus VAT, if applicable). The calculation and invoicing shall be done after the term for which such services are provided as set out in the TSA list.

3.3.2 The Service Providers shall not be entitled to increase the fees for the Services without the prior written consent of the Service Recipient

3.3.3 Payments of the fees shall be made within fifteen (15) Business Days from and including the date of the Service Recipient's receipt of the Service Provider's invoice for such fees.

3.3.4 Any payments under this TSA(including payments of service fees in accordance with Section 3.4) are to be paid net of any taxes (other than VAT) to be withheld under mandatory applicable law.

3.4 Liability

3.4.1 Each Service Provider shall be liable to the relevant Service Recipient in connection with the provision of Services if the liability is the result of the Service Provider's wilful misconduct or a breach of any of the Agreed Service Standard (which, in the case of a breach which is capable of remedy, is not remedied within 14 days). Any other liability shall be excluded.

3.4.2 Each Service Provider's liability in connection with the provision of Services for indirect damage and loss of profit shall be excluded.

3.4.3 To the extent permitted by applicable law, the relevant Service Provider shall not give, and shall not be returned to give, any guarantee, representation or warranty, whether express or implied, with respect to the quality, quantity, accuracy, timeliness or any other aspect of the Services other than as set out in the TSA list or the Agreed Service Standard.

3.5 Compliance with laws

3.5.1 The Service Provider shall have no obligation to provide any Service to the extent that the provision of that Service would constitute a violation of applicable law.

3.5.2 In the event that applicable law prevents the provision of any Service, the Service Provider shall co-operate with the Service Recipient at the Service Recipient's cost to determine a commercially reasonable alternative method of providing that Service.

3.5.3 The relevant TSA-Party to whose group of companies the Service Provider belongs shall not be liable in case of the claim for performance being excluded under Section 3.6.1 unless the statutory representative of the relevant TSA-Party at the time of entry into this TSA had positive knowledge of the fact that the provisions of the Service by the relevant Service Provider to the relevant Service Recipient would constitute a violation of applicable law.

3.6 Migration and co-operation on termination of the Services

3.6.1 Each Service Provider shall make all reasonable commercial efforts during the term of this agreement to help the Service Recipient with the planned migration of the Services (with a view to migration occurring as soon as reasonably practicable) and

shall provide the respective Service Recipient with such co-operation as is reasonably necessary in connection with the migration of a Service following its termination provided that (i) any such co-operation by the Service Provider does not conflict with any security or confidentiality obligations of the Service Provider and (ii) the Service Recipient has agreed with the Service Provider in writing on an adequate compensation to be charged by the Service Provider to the Service Recipient for any such co-operation.

- 3.6.2 Unless expressly agreed otherwise in writing, the migration support contemplated in Section 3.6.1 shall not include:

any transfer or licensing of software, databases, tools customizing or know how to the Service Recipient.

3.7 Changes and change request

- 3.7.1 The Service Provider may change operational aspects of the Services or the processes, software, hardware or other information technology systems used by, or on behalf of, it or its Affiliates to provide the Services at any time, except where to do so would result in the Services not being provided to the Agreed Service Standard.

- 3.7.2 All costs in connection with the review, assessment or implementation of any other change requested by a Service Recipient or a Service Provider shall be agreed in writing between the TSA Parties and, the Service Provider shall only be obliged to implement changes that have been agreed with the Service Recipient in writing.

3.8 Consents and third party supply agreements

- 3.8.1 Where the consent of a third party (including third party suppliers, service providers and licensors of the relevant Service Provider), including any permit or approval of any authority, is required for the provision of a Service, the Service Provider shall use reasonable endeavours to procure such consent, but neither the Service Provider nor the relevant TSA-Party to whose group of companies the Service Provider belongs shall be in breach of this TSA and/or obliged to provide the respective Service if the third party refuses to give it. The cost incurred by the Service Provider in procuring the consent of a third party shall be borne by the Service Recipient. Section 3.8.2(b) and 3.8.2(c) apply accordingly.

- 3.8.2 On termination of a Third Party Supply Agreement for reasons beyond the control of the Service Provider,

- (a) the Service Provider shall promptly notify the Service Recipient of the termination of the Third Party Supply Agreement, setting out the reasons for the termination;
- (b) the Service Provider and the Service Recipient shall use all reasonable endeavours to agree in good faith and implement alternative means of continuing the provision of any relevant Service for the duration of the relevant service term pursuant to Section 3.2 hereof; and
- (c) All additional costs incurred by the Service Provider or its affiliates as a result of implementing such alternative means of continuing the provision of the relevant Service shall be borne by the Service Recipient.

3.9 Data Protection

3.9.1 The Service Provider shall

- (a) act only on instructions of the Service Recipient regarding the processing of personal data as part of a Service;
- (b) ensure that appropriate technical and organisation measures will be taken against the unauthorised or unlawful processing or accidental loss or destruction, or damage to, personal data;
- (c) from time to time comply with any reasonable request of the Service Recipient regarding the processing of personal data of a Service, provided that the Service Recipient shall reimburse to the Service Provider any costs incurred by the Service Provider in connection with its compliance with such request; and
- (d) take reasonable steps to ensure the reliability of its employees and sub-contractors who have access to personal data provided by the Service Recipient.

3.9.2 To the extent required by applicable law, the Service Provider and the Service Recipient shall enter into separate data processing agreements or any other agreement required under applicable law to further specify the scope of the data processing and the technical organizational measures to be implemented by the Service Provider.

3.10 Assignment, Subcontracting

3.10.1 No rights and obligations under this TSA or in respect of a Service may be assigned or transferred to third parties by a Service Provider or a Service Recipient, either in whole or in part, without the prior written consent of the other.

3.10.2 Each Service Provider shall be entitled to subcontract to another member of the Springer Nature group of companies any of its obligations in respect of each and any Service if, and to the extent that, such Service is currently subcontracted. Such Service Provider will remain liable for the Services provided by its subcontractor.

3.11 Entire Agreement

This TSA shall constitute the final, complete expression of agreement between the parties to it with respect to the subject matter covered therein and supersede all previous negotiations, agreements and understanding, whether written or verbal, between these parties with respect to the subject matter of this TSA or parts thereof. There shall be no side agreements to the TSA.

4. Miscellaneous

4.1 Amendments to this TSA

Any amendment of, supplement to or termination (*Aufhebung*) of, this TSA (including the Annexes thereto), including any modification of this Section, shall be valid only if made in writing, unless more stringent form requirements (e.g. notarisation) must be satisfied under applicable law.

4.2 Governing law

This TSA shall be governed by and construed in accordance with German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any rule of law which would cause the application of any laws other than German substantive law.

4.3 Arbitration proceedings

- 4.3.1 All disputes arising in connection with this TSA or its validity, shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (*DIS*) as applicable at the time of the arbitral proceedings without recourse to the ordinary courts of law. The arbitral tribunal shall consist of three (3) arbitrators. The place of arbitration is Berlin. The language of the arbitral proceedings shall be English, provided that evidence may also be submitted in the German language.
- 4.3.2 The TSA-Parties request that the Arbitral Tribunal apply Rule 27 of the DIS Rules in a way reflecting the TSA-Parties' mutual understand that the procedure adopted by the Arbitral Tribunal should be modelled upon the procedure contained in the German Code of Civil Procedure (*Zivilprozessordnung*) for state court proceedings (*Staatliche Gerichtsverfahren*). The TSA-Parties further request that the Arbitral Tribunal or an expert appointed by the Arbitral Tribunal base its decision only on the specific expertise. The collection and appraisal of evidence and the allocation of costs shall be subject to the principles set out in the German Code of Civil Procedure (*Zivilprozessordnung*) for proceedings before state courts.
- 4.3.3 In the event that mandatory law requires that a certain matter arising from or in connection with this TSA or its performance be decided upon by an ordinary court of law, then jurisdiction and venue shall lie with the competent courts in Berlin.

Schedule 1 – Human Resources Management

Payroll Service for all Infochem Headcounts

Schedule 1.1:

Service description	<p>Payroll</p> <ul style="list-style-type: none"> - monthly gross - net accounting incl. all notifications to authorities and social insurance carriers for approx. 25 employees - Input of all information relevant to billing into the time management system, such as sick leave, special leave, etc. - Vacation/ and flexitime accruals (if desired) - Disabled persons notifications - Processing of the company pension scheme (if taken into account in the Service Agreement) - Providing of the ESS tool (if desired)
Charge	To InfoChem GmbH: EUR [REDACTED] in total (for 6 months)
Mark up	No mark-up
Service Provider	Springer-Verlag GmbH
Start Date	01. January 2019
End date	30. June 2019
Contact	<p>Springer Nature:</p> <p>Name: [REDACTED]</p> <p>Email Address: [REDACTED]</p> <p>Tel.: [REDACTED]</p>
Other	<ul style="list-style-type: none"> • Fixed fee of [REDACTED] Euro • Option to extend by additional 6 months

Schedule 2 – Accounting, Tax & Reporting

Schedule 2.1:

<p>Service description</p>	<p>Completion of Statutory Accounts for FY2018 to be prepared and completed in accordance with accounting standards</p> <p>G/L and Bank Accounting</p> <p>AR</p> <ul style="list-style-type: none"> • manual posting of invoices • incoming payments <p>AP</p> <ul style="list-style-type: none"> • Set up/maintain vendor accounts • Enter incoming invoices manually (precoded, preapproved, outside xflow) • Set up recurring entries • Check and approve Concur expense reports • Execute vendor payments twice a week • Post direct debits and returned/incoming payments • Reconcile intercompany balances • Support employees/vendors with queries. <p>Cash Management, management of bank relationship</p> <p>Tax reporting/compliance:</p> <ul style="list-style-type: none"> • Preparation of annual corporate income/trade tax returns for FY 2018 including tax computations • Preparation of preliminary VAT returns for FY 2019 • VAT reporting acc. to Sec. 18a UStG for FY 2019 • Support during tax audits relating to the FY's up to and including 2018 <p>Cost accounting and reporting:</p> <ul style="list-style-type: none"> - Maintenance of and changes to the existing cost centre/object structure and profit centre hierarchies as reasonably necessary - Maintenance of the existing standard reports available in SAP
<p>Charge</p>	<p>To InfoChem GmbH: EUR [REDACTED] p.a., bank fees will be charged separately</p>
<p>Mark up</p>	<p>No mark-up</p>
<p>Service Provider</p>	<p>Springer Nature AG & Co. KGaA</p>
<p>Start Date</p>	<p>01. January 2019</p>
<p>End date</p>	<p>31. December 2019</p>

Contact	Springer Nature: Name: [REDACTED] Email Address: [REDACTED] Tel.: [REDACTED]
Other	<ul style="list-style-type: none"> • Fixed fee of EUR [REDACTED] • Statutory Accounts /Financial Statements for FY 2019 will not be prepared under this TSA. • Annual corporate income/trade/VAT returns for FY 2019 will not be prepared/filed under this TSA.

Schedule 2.2:

Service description	Management Accounts to be delivered on a monthly basis (please refer to the management accounts in the VDR) before the end of the following month.
Charge	To InfoChem GmbH: EUR [REDACTED] in total (for 6 months)
Mark up	No mark-up
Service Provider	Springer Nature AG & Co. KGaA
Start Date	01. January 2019
End date	30. June 2019
Contact	Springer Nature: Name: [REDACTED] Email Address: [REDACTED] Tel.: [REDACTED]
Other	<ul style="list-style-type: none"> • Fixed fee of EUR [REDACTED] • Option to extend by additional 6 months

Schedule 3 – IT

InfoChem currently relies on a number of IT services from SpringerNature. InfoChem can substitute most of the services with alternative solutions, but may need

- a) A longer timeframe than until December 31st 2018
- b) Support from SpringerNature IT staff for the transition

Schedule 3.1 lists all the services, where SpringerNature is currently involved within InfoChems IT infrastructure, which may have to be continued until the given end date. In order to secure a smooth process, the IT-services below will be provided by Springer Nature free of charge during a migration period of one month after closing.

Schedule 3.1:

Service description	<ul style="list-style-type: none"> - Oracle license coverage provided by Concurrent Device Licenses (Contact: Oracle License Manager Anton Buijs, Dordrecht) - Usage of IP telephones within InfoChem offices (Contact: Erich Üblacker, Munich) - Access to virtual server machines @ SpringerNature data center Dordrecht (Contact: SpringerNature Netops Team) - Access to Confluence Cloud, InfoChem space (Contact: Joachim Geissler, Berlin) - Access to Microsoft Exchange eMail inboxes - Access to github repositories, InfoChem team (Contact: Daniel Otte, EE team) - Access to GoToMeeting conference system, two accounts - Access to wireless LAN “springernature-guest” - Access to Google Drive and InfoChem Team Drives - Access to ftp.springernature.com FTP server - Access to Slack communication tool - Access and continued usage of time tracking system @ Munich offices and related software solution ESS - Usage of VPN access to InfoChem - Access to mobile phones (three phones) (Contact: Elvira Kirchner, Munich) - Access to shared network drives (\\springernature.com\Munich\InfoChem) - Continued usage of MS Windows, MS Office and MS Project licenses - Continued usage of VMWare licenses - Continued usage of anti-virus software Trend Micro - Continued access to LEAP for all employees - Continued access to OneTrust (DSGVO)
Charge	To InfoChem GmbH: EUR █████ in total (for 6 months)
Mark up	No mark-up

Transitional Services Agreement Springer Nature / InfoChem

Service Provider	Springer Nature AG & Co. KGaA
Start Date	01. January 2019
End date	30. June 2019
Contact	Springer Nature: Please refer to the names in the table above
Other	-