

End User License Agreement (EULA) - Dated April 2020

Terms of end user license agreement (“**EULA**”) between conpal GmbH, Dornhofstr. 67-69, D-63263 Neu-Isenburg, Germany (hereinafter referred to as “**conpal**”) and the licensee (“**licensee**”).

Please read this legally binding license agreement between conpal and the licensee carefully. By selecting the option “Accept”, breaking the seal of the software packaging, installing or copying this software or using the products in any another way, the licensee is confirming that they have read and understood the terms of this license agreement, including but not limited to the terms of the referenced documents and directives that are involved, and that they agree to be bound by same (“declaration of acceptance”). The licensor does not require receipt of a declaration of acceptance.

If any distributor, service provider, consultant, contractor or any other party downloads, installs or otherwise uses the products on behalf of the licensee, this party is considered to be the representative of the licensee and (i) it is assumed from this that the licensee has accepted all of the terms of this license agreement and, (ii) to the extent permissible by the law in force, the licensee, and not conpal, is liable for any acts or omissions of any such party in connection with their use or operation of the products on behalf of the licensee.

THE PARTIES HEREBY AGREE upon the following:

1. DEFINITIONS

1.1 “**Affiliates**” means, with regard to each party, legal entities that control this party, are controlled by them or are under joint control with them. For the purposes of this definition, “control” means the beneficial ownership of more than fifty per cent (50 %) of the voting power or shares of a legal entity.

1.2 “**Computers**” means any device or computer environment that benefits from the licensed product (including but not limited to workstation computers, personal computers, laptops, netbooks, tablets, smartphones, environments connected to an e-mail server, Internet proxy or gateway equipment or databases). To render services, the licensed product does not need to be physically installed in a computer environment, nor does the computer hardware need to be the property of the licensee.

1.3 “**Documentation**” means the formal product documentation (both electronic and printed) that conpal publishes for each product.

1.4 “**License agreement**” means this conpal license agreement with the accompanying appendix.

1.5 “**Licensed products**” means the software programs that are provided to the licensee along with the documentation.

1.6 “**License certificate**” means a document with which the licensor documents the number of licenses and the associated license numbers. The license certificate is only ever valid in conjunction with the invoice that is issued in the course of the procurement process.

1.7 “**Licensee**” means the natural person or legal entity that has been granted license rights in accordance with this license agreement; “of the licensee” refers to something that belongs to the licensee, pertains to them or is rented by them, temporarily or otherwise.

1.8 “**Outsourced provider**” means a third party to whom the licensee or an affiliate of the licensee has outsourced their information technology functions.

1.9 “**Product**” means the licensed product, media and/or hardware, whichever is applicable.

1.10 “**Sanctions and export control laws**” means all laws, regulations, legal prohibitions or other measures that apply to the products and/or the parties in connection with the introduction, application, implementation and enforcement of economic sanctions, export controls, trade embargos or similar restrictive measures.

1.11 “**Server**” means a computer on which the licensed product is installed and from which other computers can receive or retrieve data. If this data is generated solely by the licensed product, then the computer is not considered to be a server.

2. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The products are copyrighted products of conpal and its licensors and are globally protected by copyright law and other intellectual property rights. The licensee hereby agrees not to remove any product identification or notices regarding property rights. Furthermore, the licensee acknowledges and agrees that only conpal is entitled to the rights, title and interest in and to the products and all modifications that the licensee makes to the products, as provided for below in this license agreement. Under this license agreement, the licensee is granted absolutely no licenses, rights or interest in and to the logos or trademarks of conpal.

3. RIGHTS GRANTED AND RESTRICTIONS

3.1 Term agreements.

3.1.1 The licensee is granted, for a period of time limited to the term of the leasing agreement, the nonexclusive, nontransferable and non-sublicensable right to use the licensed products to the extent granted in the license certificate.

3.1.2 The licensee is not entitled to provide the copy of the licensed products that was supplied to them or any backup copy that may have been made to any third party. In particular, the licensee is not permitted to sell, lend, rent out or in any way sublicense the licensed products, or to publicly reproduce them or make them available.

3.2 Permanent transfer (purchase).

3.2.1 With full payment of the purchase price, the licensee is granted the nonexclusive right, unlimited in time, to use the licensed products to the extent granted in the license certificate.

3.2.2 The licensee is entitled to permanently cede the purchased copy of the licensed products to a third party on transfer of the license certificate and documentation. In this case, the licensee shall cease all use of the program, remove all installed copies of the program from their computers and delete all copies located on other media or hand them over to the seller, provided they are not legally obliged to retain them for a longer period. At the request of the seller, the licensee shall confirm to the seller in writing the full implementation of the measures mentioned or state the reasons for a longer retention period, if applicable. The licensee shall also inform the licensor of the name and address of the purchaser. It is not permitted to split a purchased volume licensing package.

3.3 Common provisions for term agreements and permanent transfer.

3.3.1 In the case of both a term agreement and permanent transfer, the licensed products may be installed concurrently only on the number of computers corresponding to the licenses purchased by the licensee. Permitted use includes installation of the licensed products, downloading them to the working storage and proper use by the licensee. On no account does the licensee have the right to rent out or in any way sublicense the purchased licensed products, to publicly reproduce them by wire or by wireless means, to make them available or to provide them to third parties either in return for payment or without payment, e.g. by way of application service provider or as "Software as a Service".

3.3.2 The licensee is entitled to make a backup copy if it is necessary to safeguard future use. If this is a physical copy, the licensee shall visibly attach the note "backup copy" and the manufacturer's copyright notice to it.

3.3.3 In addition, the licensee is entitled to reproduce, alter or decompile the licensed products only if it is permitted by law and only provided the necessary information for this is not made available by the licensor upon the request of the licensee.

3.3.4 Permitted use by third parties. The licensee may allow their affiliates and outsourced providers to use the products, provided (i) the licensee gives prior notice to conpal in writing, (ii) the affiliates and outsourced providers use and/or operate the products only for the internal business purposes of the licensee and their affiliates, (iii) the actual use of the products (by the licensee, the affiliates of the licensee and the outsourced providers in their entirety) does not exceed the license entitlement acquired by the licensee, (iv) the licensee ensures that their affiliates and the outsourced providers know and comply with the terms of this license agreement; and (v) indemnifying conpal, the licensee is liable for the acts and omissions of their affiliates and the outsourced providers with relation to the use of the products.

4. TERM AND TERMINATION IN THE CASE OF TERM AGREEMENTS

4.1 Unless otherwise agreed, this license agreement shall come into effect at the time it is accepted by the licensee and shall be entered into for an indefinite period of time. It may be terminated by any party at the end of each calendar year, having given notice of three (3) months, but not earlier than the end of the calendar year containing the first anniversary of the date of conclusion.

4.2 The leasing agreement can also be terminated for good cause in writing by any party without giving notice. Good cause entitling the licensor to terminate the agreement exists particularly if the licensee infringes the licensor's rights of use by using the licensed products beyond the extent permitted according to this agreement and the infringement is not remedied within a reasonable period of time following a warning from the licensor.

4.3 Notice of termination must be given in writing.

4.4 In the case of termination, the licensee must cease the use of the licensed products and remove all installed copies of the program from their computers and, at the option of the licensor, either immediately return any backup copies that may have been made to them or destroy these copies.

5. WARRANTY

5.1 Term agreements.

5.1.1 The licensor guarantees to uphold the contractually agreed conditions for the licensed products during the term of the contract and also that the contractual use of the licensed products shall not conflict with the rights of third parties. The licensor shall remedy any material defects or defects of title that may be encountered with the licensed product within a reasonable period of time.

5.1.2 The licensee is obliged to inform the licensor immediately in writing about any defects they discover with the licensed products. In the case of material defects, this involves a description of the time that the defect appeared and the detailed circumstances.

5.2 Permanent transfer (purchase).

5.2.1 The licensor guarantees the agreed conditions and that the licensee can use the licensed products without infringing on the rights of third parties. The warranty for material defects does not apply to defects due to the licensed products being used in a hardware or software environment that does not meet the requirements specified in the documentation and release notes, nor to changes and modifications made to the licensed products by the licensee without being authorized to do this by law, by this agreement or based on the prior written consent of the seller.

5.2.2 If the licensee is an entrepreneur, they must check the licensed products immediately upon receipt for any obvious defects and, if any exist, they must inform the seller immediately; otherwise, these defects are excluded from the warranty. The same applies if such a defect subsequently appears. Section 377 of the German Commercial Code (HGB) shall apply.

5.2.3 If the licensee is an entrepreneur, in the event of a material defect, the seller is first entitled to cure, that is, either remedying the defect ("rectification") or replacement, at their own option. With the replacement option, the licensee may have the licensed products replaced by a new version if applicable, unless this leads to unreasonable adverse effects. In the case of defects of title, the seller shall provide the licensee, at their own option, with a defect-free option for legal use of the licensed products or modify them so that third-party rights are no longer infringed.

5.2.4 The seller is entitled to effect the warranty on the premises of the licensee. The seller also fulfills their obligation for rectification by supplying updates with an automatic installation routine that can be downloaded from their website and providing the licensee with telephone support to resolve any installation problems.

5.2.5 The right of the licensee shall remain unaffected, in the event of the rectification or replacement failing twice, to reduce the purchase price or withdraw from the agreement, at their option. In the case of minor defects, there is no right of withdrawal. If the licensee claims damages or compensation for wasted expenditure, the seller bears liability in accordance with point 6.

5.2.6 With the exception of claims for damages, warranty claims due to material defects become time-barred in two years or in one year if there is no consumer involved in the transaction. If the licensed products are sold on a data medium, the period of limitation begins when they are delivered and, if sold by means of a download, it begins when this has completed. Point 6 applies in the case of damage claims or claims for compensation for wasted expenditure.

5.2.7 If there is an existing maintenance contract between the parties, the period for remedying defects is based on the time allowed in this maintenance contract.

6. LIABILITY

6.1 The licensor is liable without limitation

- in the case of intent or gross negligence
- for injury to life, limb or health
- in accordance with the provisions of the German Product Liability Act (ProdHaftG)
- to the extent of any guarantee provided by the licensor.

6.2 In the case of a slightly negligent breach of a duty that is essential to achieve the purpose of the contract (cardinal duty), the liability of the licensor shall be limited to an amount equal to the purchase price of the licensed product, but in any event to the damage that is foreseeable and typical according to the nature of the business in question.

6.3 The licensor has no further liability. In particular, the licensor has no liability for initial defects unless the prerequisites from points 6.1 and 6.2 are present.

6.4 The above-mentioned limitation of liability applies also to the personal liability of the employees, representatives and organs of the licensor.

7. PRODUCT MODIFICATIONS

The licensee acknowledges and agrees that conpal may from time to time in the future modify, update or withdraw from sale any products, product versions, product features, product support, product

maintenance and support for third-party products (including but not limited to operating systems and platforms), especially due to changes in demand or because of security-relevant or technological developments. conpal shall publish date(s) that sales cease on the following website: <https://www.conpal.de/products>. conpal recommends that the licensee always uses up-to-date products, product versions and/or third-party products (where applicable).

8. THIRD-PARTY SOFTWARE

It is possible that the products may run or be coupled with software or other technology for which conpal holds a license from third parties, which is not the property of conpal but for which conpal has the necessary rights for licensing to the licensee. The licensee agrees that (a) they shall use any third-party software in accordance with the present agreement, (b) no third-party licensor shall give any express or implied guarantees, conditions, commitments or assurances of any kind to the licensee in relation to such third-party software or the products themselves, (c) no third-party licensor is obliged or liable to the licensee under the present license agreement or arising from the use of such third-party software by the licensee, (d) the third-party licensor is a beneficiary of this license agreement and accordingly may enforce the terms herein to the necessary extent to protect their rights in connection with the third-party software and (e) such third-party software is licensed under license terms that grant the licensee additional rights or contain additional restrictions in relation to such materials, which are beyond the scope of those included in the present license agreement; a description of such additional license rights and restrictions, or a link referring to them, shall be included in the applicable documentation, on the relevant conpal website or in the product itself. For the avoidance of doubt, these additional rights and/or restrictions to the third-party software are applicable on an independent basis; none of these third-party licenses affect the licensee's use of the licensed products in accordance with the terms of this license agreement.

9. CONFIDENTIALITY

9.1 In accordance with or in connection with this license agreement, the licensee may obtain or access confidential information that is of great value to conpal and its licensors.

9.2 The licensee is obliged to maintain secrecy with regard to such confidential information. This obligation continues for a period of two (2) years after the termination of the agreement.

9.3 Exempted from this obligation is such confidential information (i) that was demonstrably already known to the licensee when the contract was concluded or became known to them afterwards from a third party, without this breaching any confidentiality agreement, legal provisions or official orders; (ii) that is publicly known at the time the contract is concluded or is made public thereafter, provided this is not based on an infringement of this agreement; (iii) that must be disclosed due to legal obligations or by order of a court or an authority. To the extent that it is permissible and possible, the recipient who is obliged to disclose the information shall inform the other party in advance and give them the opportunity to take action against the disclosure.

9.4 The licensee shall grant access to confidential information only to those advisers who are subject to professional secrecy or on whom obligations equivalent to the nondisclosure obligations of this agreement have been imposed beforehand. Furthermore, the licensee shall disclose the confidential information only to those employees who must know it to implement this agreement and shall bind those employees to secrecy to the extent permissible by labor law even for the period after they leave the job.

10. FREE TRIAL VERSIONS, PATCHES, TECHNICAL PREVIEWS, BETA TEST VERSIONS AND FREE TOOLS

10.1 If conpal permits the licensee to use a free trial version of a product that is commercially available (the "free trial version"), the licensee may use the product free of charge for the purpose of evaluation only for a period not exceeding 30 days or for another period that has been specified in writing by conpal (the "test period"). If the licensee does not purchase the product, the right to use the product expires immediately once the test period has passed.

10.2 Where conpal provides certain products free of charge ("free tools"), these free tools may be used only for the purposes expressly stipulated by conpal in the accompanying documentation. The effective product validity period for a free tool lasts until (i) conpal withdraws the free tool from circulation or (ii) conpal informs the licensee that they are no longer entitled to use the free tool. Maintenance and technical support are not included with free tools, nor are they provided in connection with them.

10.3 Where conpal provides the licensee with a product for the purpose of a technical preview or for beta testing (a "preview product"), the licensee may use the preview product for the purpose of evaluation for the period stipulated by conpal (the "test period"). The licensee tests the preview product

in accordance with all of the terms stipulated in the readme file for the licensed products and/or any accompanying documentation, collecting and forwarding test data and other feedback to conpal. Apart from consumer preview products, the preview product may be used only in a non-productive test environment, unless it has been explicitly agreed otherwise with conpal. The right of the licensee to use the preview product ends once the test period has passed. conpal provides no guarantee that they will bring a commercial version of the preview product to the market or that a commercial version will have the same or similar features as the preview product. Every preview product with its accompanying documentation is considered to be confidential information of conpal in accordance with clause 9.

11. GENERAL

11.1 The licensee may assign claims against the seller to third parties only with the written consent of the seller.

11.2 The licensee is entitled to offset only undisputed or legally established claims.

11.3 conpal is entitled to relinquish, transfer or otherwise assign its rights and obligations from this agreement.

11.4 The terms and conditions of the licensee are not applicable.

11.5 The parties are aware that the licensed products may be subject to export and import restrictions. In particular, authorization requirements may exist or the use of the licensed products or related technologies may be subject to restrictions in other countries. The purchaser shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union, the United States of America and all other relevant provisions. The seller's fulfillment of the contract is subject to there being no obstacles to its fulfillment related to national or international provisions of export or import law or any other legal provisions.

11.6 German law shall be applicable to this contract under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

11.7 Place of performance and exclusive place of jurisdiction is the licensor's place of business if each party is a merchant or legal entity under public law or has no general place of jurisdiction in Germany.

11.8 Should individual provisions in this agreement be invalid, this does not affect the validity of the other provisions.

Neu-Isenburg, Germany, April 14, 2020