

## End User License and Maintenance Agreement

### SUBSCRIPTION

Between **CADENAS GmbH**  
**Schernecker Str. 5, D-86167 Augsburg**

- hereinafter called LICENSOR -

and

|                        |  |
|------------------------|--|
| <b>Company</b>         |  |
| <b>Street</b>          |  |
| <b>City / Postcode</b> |  |
| <b>Country</b>         |  |

- hereinafter called LICENSEE -

hereinafter referred to collectively as **PARTIES**.

|                               |   |
|-------------------------------|---|
| <b>CADENAS Offer # / Date</b> | / |
| <b>Order #</b>                |   |
| <b>Order date</b>             |   |

The licenses ordered by the LICENSEE from the aforementioned offer are licensed under the following conditions:

#### I. Preamble

CADENAS GmbH is the owner of all exclusive copyright, licensing and marketing rights of the software ENTERPRISE 3Dfindit, PARTsolutions, eCATALOG 3Dfindit, ERPsolutions, PDMsolutions and all other CADENAS software products. Insofar as CADENAS software products contain parts of other programs, CADENAS is allowed to use them based on contracts with the respective manufacturers. This is especially valid for interfaces to CAD, PLM and ERP systems, which may have been created by third party users for the LICENSOR.

All contractual agreements, especially the obligations of the LICENSOR as well as LICENSEE's right to use software, shall come into effect at the latest upon installation of that software by the LICENSEE.

#### II. Contractual content

##### II.1. Contractual object

The subject matter of this license agreement concerns the right of use limited to the duration of the subscription (term of the agreement), to the computer program, the program description and instructions for use, as well as all other relevant written material (together "License Material") from the LICENSOR to the LICENSEE, as well as additional software maintenance during the term of the agreement. All license material is termed "software" in the following. The quality of the license material shall be set by the performance specification at the conclusion of the contract. The LICENSOR draws attention to the fact that, according to the present state of technology, it is impossible to create computer software in such a manner so that the technology works error-free in all applications and combinations. The object of this contract is then only software which offers the functions described in the program description and instructions for use. Software licenses always refer to the host ID of a dedicated hardware.

The use of the software and in particular the data contained therein (e.g. 3D models) for machine learning or the training of neural network models, including generative AI models, is expressly prohibited, in particular any use of the content for the purpose of training or improving a machine system capable of independently performing tasks that normally require human intelligence is prohibited, unless the provider has given its explicit written consent.

Use for the aforementioned purpose requires a separate agreement. If use is made without individual agreement, CADENAS may claim a contractual penalty of € 20,000.00 for each case of individual infringement plus € 500 for each use of a data model (e.g. CAD file).

In addition, CADENAS reserves the right to claim the actual damage caused by the breach of the above provision. The damages shall be based on the license fees that CADENAS usually pays for the use of the databases through machine learning, the training of neural network models or degenerative AI models.

Any breach of this license agreement and all therein included rights, restrictions and conditions of use, or any attempt to avoid entry barriers or the license code, shall be deemed a case of copyright infringement and entitle the LICENSOR to claim for damages.

The relinquishment of the source code to the subject matter of the license is not a contractual object and therefore not owed by the LICENSOR.

##### II.2. Scope of service

II.2.1. The LICENSOR grants the LICENSEE, for the duration of the subscription (term of the agreement), non-exclusive rights of use to the specified software in machine-readable form in accordance with the documentation, as well as access to the documentation in electronic form.

II.2.2. The LICENSEE does not have rights to the source code of the licensed projects. All rights to the source code remain the exclusive property of the LICENSOR.

II.2.3. The software provided by the LICENSOR contains an anti-copying system which prevents the copying of the software as well as its use on several computers or in a larger extent than agreed upon in the license contract. The LICENSOR is entitled to adapt new versions of the software protection according to technological development, without prior notice to the LICENSEE. The LICENSEE is herewith advised that, under certain circumstances, a new access code from the LICENSOR could be required for the use of the software on a processor other than the one originally licensed. If the LICENSEE intends to use the software on another processor other than the one that is the subject of the original license, the LICENSEE shall be required to apply in writing to CADENAS GmbH or the Distributor in due time to obtain a new access code. In case of doubt, the LICENSOR is entitled, on prior notice, to check whether there is an impermissible use of the software on several computers. The software also contains a precaution which would lock the use of the software in the case of a subscription that is no longer extended after the contract expires.

II.2.4. The standards (DIN, ISO, etc.) The standards (DIN, ISO, etc.) are delivered as reduced tables due to copyright (spectrum usually 70% standard parts). In addition, discrepancies may occur since they are derived from supplier parts catalog manufacturers and so not correspond to the original tables of the standardization institutes.

**The LICENSOR assumes no liability for the correct rendering of standards in their extents, representations, etc.**

II.2.5 Standards and all other, included in the delivery Product data is not subject to software maintenance or subscription fee and are independent of the software to own Licensor Discretion revised at irregular intervals. A claim to Up-to-dateness or Correctness does not exist.

### II.3. Licensing definition and form

II.3.1. Types of subscription licenses

**a) Named User (1D)** is a license for one **dedicated user** (named user), licensed to the user ID (e.g. Windows Login at authorized locations (site as defined in the offer of the license contract and listed by name). The USER ID is registered when first connected with the licensed software. Assigning the license to a defined user can also be done manually. The number of active sessions may not exceed the number of registered users.

II.3.2. Subscription licenses for educational purposes

**\*UNIV 200D** is a license server with 200 Named-users, for a university in one location (Location, as set out in Annex 1 of the Li-and listed by name) – Campus license

II.3.3. Catalog license

**\*CATALOG** is a license for using the software and for the unlimited copying of the master catalog media (DVD) includes PARTsolutions and defined export formats or a mobile app solution, provided by the LICENSOR for distribution to the end users

### II.4. License grant, extent of use by the LICENSEE during the term of the agreement

II.4.1. The LICENSOR grants the LICENSEE the non-exclusive, non-transferable, time and location restricted right of use for the duration of the term of the agreement (in the following referred to as "License") for the software described in the documentation. The software may only be used at one computer or workstation and only at one specific location. In addition, the LICENSEE may install the license on the predetermined computer location or workstation and use it there. This does not concern the acquisition of rights to the software itself. The source code also remains the sole property of the LICENSOR. The LICENSOR reserves all publication, reproduction, editing and use rights of the software.

II.4.2. A valid ENTERPRISE 3Dfindit or eCATALOG 3Dfindit license must be available at all workstations at which components of the software list in the subject matter of this contract are to be embedded and assembled.

II.4.3. A reproduction of the machine readable or printed form is only allowed for use in the scope of the agreement as well as in the extent of §§ 69d and 69e. The LICENSEE is entitled to decompile the software only if the LICENSOR has not provided the necessary data and/or information, after being requested to do so in written form within a reasonable period, for interoperability with other hardware and software. The LICENSEE may not, without prior written consent by the LICENSOR:

- a) transfer the software or corresponding written material to a third party, or make the software, material or use rights available to a third party, or use the license at locations not previously agreed upon,
- b) reproduce, change, translate, regress, recompile or reassemble in any manner beyond what is stated in the contract,
- c) create, multiply or disperse works deduced from the software,
- d) multiply, translate, change the written material for internal use of the LICENSEE, or create, duplicate or disperse works deduced from the written material, unless the respective action of the LICENSEE is permitted due to an urgent legal designation,
- e) use the CAD models to create more than only one multiplication part (outside of an engineering drawing) or to create a systematic collection, or compose new databases outside of the LICENSEES PDM system and the use agreement,
- f) translate, edit, arrange or otherwise adapt the CAD models, in particular the creating of summaries (abstracts), which replace the information of the original data.

II 4.4. At the end of the contract period, the software can be uninstalled.

II 4.5. The LICENSEE is obliged to be in possession of an active eCATALOG 3Dfindit license in order to make or have catalog publications made.

### II.5. Restrictions of Use

II.5.1. The use of the software and in particular the data contained therein for machine learning or the training of neural network models, including generative AI models, is expressly prohibited. Any use of the data for artificial intelligence that is not included in the service description of this licensee agreement is expressly prohibited (see II.1.).

- II.5.2. All exclusive copy and user rights of the LICENSOR remain unaffected in case of user specific adjustments which were developed by the LICENSEE. Likewise, the respective changes made are subject to this contract and the previously mentioned scope of use rights of the LICENSEE. The source code of the licensed product remains entirely the LICENSOR'S.
- II.5.3. The LICENSEE is not entitled to transfer the rights he received within this agreement to third parties or pass on the user rights or sublicenses. Sublicenses to be assigned. The LICENSEE may forward purchased licenses to subsidiaries or supplier companies only together with an existing license i.S.d. II.3.1.a).
- II.5.4. For electronic product catalogs, the LICENSEE is obligated to abide by the copyright of the CADENAS logo on the product data carrier for the CADENAS software, insofar as the data carrier was created with CADENAS software. The LICENSEE shall allow the LICENSOR to publicly name the LICENSEE as reference customer.
- II.5.5. The operation of CADENAS software on so-called virtual machines, such as WMWare or VirtualPC, is only permitted under the following restrictions:
  - a) The software may only be used in the same way, extent and number it was licensed for. Any kind of increase in the rights of use is not permitted.
  - b) The agreements concluded in this contract regarding the rights of use and the license terms may not be circumvented by the use of virtual machines.
  - c) The LICENSEE is in particular not authorized to grant access to the software for non-licensed workstations within a network or by the use of virtual machines.
- II.5.6. The following applies as well for the Java part of our software:  
 Using the commercial features of Java for commercial or production purposes requires a separate license from Oracle. "Commercial Features" are functions in the document „Licensing Information User Manual – Oracle Java SE and Oracle Java Embedded Products“, available at <http://www.oracle.com/technetwork/java/javase/documentation/index.html> , marked as such in section " Overview of the Java SE Product Editions and the Commercial Features ".
- II.5.7. If the LICENSEE uses the software suite eCATALOG 3Dfindit and is exclusively in possession of a corresponding eCATALOG 3Dfindit license, the LICENSEE may not use the provided software for parts management (ENTERPRISE 3Dfindit). For this purpose, further licenses must be obtained from the LICENSOR.
- II.5.8. The OnPrem Catalog product is not intended for use by LICENSEES, but only for distribution to third parties (customers of the LICENSEE). If the LICENSEE wishes to use its own OnPrem Catalog, a parts management license (ENTERPRISE 3Dfindit) must be purchased.

## **II.6. Further Restrictions of Use with University Licenses**

The LICENSEE of university licenses is not allowed to use the data from the software for commercial purposes. The CAD models of university licenses may only be used for the purposes of education and basic research on campus.

## **II.7. Compensation and contractual penalties**

For every case of infringement against the regulations of number II. 4.1. to including number II. 6 the LICENSEE shall have to pay damages in the amount of the presumed foregone fees for the software license and maintenance. The LICENSOR has the right to prove possible higher damages, the LICENSEE has the right to prove possible actual lower damages.

## **II.8. Program Selection and Software Installation**

The selection, introduction and implementation of the programs for the intended purpose of the LICENSEE rest with the LICENSEE.

## **II.9. Software Maintenance during the duration of the subscription**

- II.9.1. The LICENSOR shall provide software maintenance within the scope of this agreement during the duration of the subscription. The following conditions apply, as long as the services have nothing to do with the contractual guarantee obligation (II.11.).
- II.9.2. The contractual maintenance commitment applies for the current version of the standard software delivered to the LICENSEE. In case the software is changed by the LICENSEE or a third party, without the consent of the LICENSOR, the LICENSOR can refuse service. Specific customization is not included in software maintenance.
- II.9.3. The LICENSOR shall support the LICENSEE by error clearance even in case changes have been made to the supplied software. In this case, the LICENSOR has the right to charge the LICENSEE for servicing insofar as the latter cannot prove that the error was not caused by the changes made.
- II.9.4. The LICENSOR is only required to clear errors if the LICENSEE installed the current version of the software or the previous one, the errors are reproducible and the information and documentation related to the tracing of errors have been made available in accordance with the software licensing agreement.
- II.9.5. As part of the Software Maintenance, the Licensor shall make available to the Licensee all approved improvements and further developments of the original Standard Software in the form of new versions and their documentation. The prerequisite for this is the prior payment of the fees in the corresponding period.  
  
 If the LICENSEE reports to the LICENSOR via the Helpdesk or a reproducible material deviation of the Software from the applicable product specification set out in the User Documentation, the LICENSOR shall, at its option, remedy this deviation by individual measures or by delivery of a new software version (release). A software deviation or problem is understood to be disturbances in the program sequence that are likely to affect the use of the software in the LICENSEE's operation to a greater than negligible extent
- II.9.6. The LICENSOR shall provide the following software maintenance under this Agreement:

The LICENSEE shall notify any defects in text form via the Helpdesk, enclosing sufficient information about the nature of the defect,

such as error messages, data used at the time the defect occurred, and operations performed.

If, when the maintenance work is carried out, it turns out that the deviation is due to the fact that the LICENSEE or a third party has installed the software or updates incorrectly or that the software has been modified, that the deviation was culpa-bly caused by the LICENSEE or is due to malfunctions of software that is not maintained by the LICENSOR, the LICENSEE shall separately pay the services incurred in accordance with the price list valid at the time of the service. pay.

The response time in the event of occurring fault conditions begins with the message described above and is set as follows:

| Problem                           | Description of Problems                                                                                               | Action to be taken                                                                                                           |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Unable to work                    | Advisable economic use is not possible or unacceptably restricted. The LICENSEE is unable to work.                    | Beginning of error-clearance within one working day*.                                                                        |
| Operation critical                | The application can only be used highly restricted and economically feasible. The LICENSEE is restricted in his work. | Beginning of error-clearance after a maximum of three working days.                                                          |
| Restricted operational capability | The application is economically feasible, with a few exceptions.                                                      | The error clearance will result on the basis of prior consultation between the contract PARTIES.                             |
| Hindrances                        | Application can be used without restrictions. Results may be used.                                                    | The error clearance will be carried out within scheduled servicing or by the next update or release as a permanent solution. |

\*Under working day, the days Monday to Friday are excluded from public holidays at the licensor's registered office understood.

Additional expenses by the LICENSOR, which arise from faulty allocation of the urgency assumed by the LICENSEE, will be billed to the LICENSEE by the LICENSOR.

- a) For individual Named User and Univ licenses, running in non customized environments, the LICENSOR will provide 1st level support via Hepdesk, i.e. support (for reproducible errors) of the maintained software within the normal working hours of the LICENSOR.. In customised environments, the LICENSOR provides only 2nd level support via the helpdesk, i.e. support (for reproducible errors) to one designated contact person named by the LICENSEE for queries regarding the software covered by the maintenance agreement, during the LICENSOR's normal working hours. In this case, 1st level support is the LICENSEE'S obligation.
- b) Upon the necessary exchange of the LICENSEE'S defective hardware on whose host ID a license of the LICENSOR is licensed, the LICENSOR is to create a new license within the frame of the software maintenance . If there is not a valid software maintenance agreement, the LICENSOR is not required to create a new license without pay.
- c) The LICENSOR provides support via email or online connection as long as such an online connection was agreed upon with the customer within the LICENSOR'S operating hours. If an online connection exists, the LICENSEE will enable remote connection for the LICENSOR. The LICENSOR basically recommends the use of e-mail or online connection in order to accelerate the process of removing the error.
- d) The LICENSOR shall supply the last generally offered program version including the respective user documentation during the duration of the subscription within the LICENSEE'S licensed scope.

The latest version of the software is adjusted to the newest program status of the CAD/PDM/ERP interface software and can only be run with such. A corresponding adjusted version of the software is made available for download within 16 weeks after general availability of the latest version of the respective CAD products. As long as the newest program status of the CAD/PDM/ERP interface software is not installed by the customer, the above named services will be provided for the installed versions according to II.9.6 b) and c); however, basically only n-2 versions are supported.

Error correction according to II.9.6 a) may require an installation of the respective latest version of the software in some cases and is only provided for older versions with this restriction The supply of the newest program versions also incorporates the delivery of newer license keys according to the number of licenses acquired.

II.9.7. Additional services for the software under maintenance that do not fall into the scope of this contract (for example, installation by phone or remote, on-site support from an application engineer, adjustment of customized settings, etc.), are assumed by the LICENSOR based on written assignment and agreement. If no special agreements have been made concerning the prices and conditions, the list prices of the LICENSOR at the time of the service agreement and the conditions of this contract are valid.

II.9.8. Services not in the scope of this license agreement:

- Damage repair due to blunt force as well as damages caused by malfunctions of the hardware on which the software is run, for example power fluctuations or power cutoffs, interferences by third parties, etc.
- Elimination of damages due to incorrect installation or especially for deviations of actual installation and operating instructions and guidelines of the manufactures.
- The repair of damages (including consequential damages) by loss of data.

II.9.9. As long as the LICENSOR accords the LICENSEE updates/upgrades within the scope of subscription, the LICENSEE is to install the software.

II.9.10. The obligation of performance by the LICENSOR shall be voided, should the:

- LICENSEE violate the license agreement;
- LICENSEE fall behind on payment in this license and maintenance agreement;
- the software has been modified by the customer or a third party

II.9.11. The LICENSOR is temporarily freed from obligations if unable to provide services due to labor disputes, in particular strikes and lockouts, as well as upon unforeseen impediments that do not lie within the power of the LICENSOR. This also applies if the aforementioned circumstances occur with assistants or suppliers. All appointments and deadlines will be extended in such cases.

## II.10. Cooperation Duties of the LICENSEE

II.10.1. The LICENSEE is to immediately contact the LICENSOR during malfunctions and supply all information via helpdesk with adequate examples in written form for concrete analysis.

- II.10.2. The LICENSEE shall name an employee as well as a representative to the LICENSOR who can overlook the completion of the agreed upon services and who is the contact person for all of the LICENSOR'S questions. These authorized employees of the LICENSEE must possess the necessary technical knowledge to be able to implement instructions and solutions in the search for and removal of errors of the LICENSOR. Changes concerning the authorized employees must be in written form (§ 126 b BGB).
- II.10.3. If the LICENSEE plans to use the licensed software on a computer other than the initial installation, he is required to assure the LICENSOR in written form, before requesting a new release code, that the software on the previous computer will be deleted immediately after installation on the new computer and that parallel use of the software will not occur. The LICENSEE must agree to the possible wish of the LICENSOR to have the actual deletion of the software checked by the LICENSOR'S authorized personnel.
- II.10.4. The LICENSEE will support the LICENSOR free of charge and to a reasonable extent in the execution of software maintenance work if this is indispensable given the factual circumstances. This applies especially to the use of the computer on which the license software is installed or a comparable hardware/software system, or the support of the LICENSEE'S skilled employees.
- II.10.5. The LICENSEE shall grant the LICENSOR enough time in each case in order to complete maintenance work. Should he refuse this, the LICENSOR is freed of his obligation to maintain the software.
- II.10.6. The LICENSOR can only then fully provide his software maintenance obligation if the LICENSEE provides the following cooperation services:
- a) The LICENSOR must be informed about special operating conditions
  - b) The LICENSEE must assist in the diagnosis of malfunctions
  - c) The LICENSEE must track user's own documentation, which refer to software maintenance services
  - d) The LICENSOR must be informed if the LICENSEE does not want to install the follow-up software of the software installed on his computer which the LICENSOR offered and/or supplied.
  - e) The LICENSEE is obliged to update the eCATALOG 3Dfindit software regularly and to perform all necessary updates in a timely manner to ensure the functionality of the software.
  - f) The software version used for catalog publication must not be older than n-2 versions, where n corresponds to the latest eCATALOG 3Dfindit version.

## **II.11. Warranty**

- II.11.1. The LICENSEE must check and test the delivered service of the LICENSOR after it's its provision or rendering, and report any errors to the LICENSOR immediately after receipt. Should no notification be made, the delivered service is considered to be approved unless an error occurs, which was unable to be seen during the test. Should such a defect be detected later, a notification must be made immediately after detection; otherwise the delivery or service will be considered as approved even in consideration of this error.
- II.11.2. The LICENSOR ensures the usability of the delivered software in accordance with the performance features as described in the documentation. The LICENSOR shall be responsible to the LICENSEE for the error-free service of the LICENSOR, so that the software can be used as expected at the time it is provided, according to the documentation with proper maintenance.
- II.11.3. The LICENSOR does not warrant that the program functions satisfy the expectations of the LICENSEE. The LICENSEE must enquire about the functions of the standard software before concluding the contract and is responsible for checking whether his requirements
- II.11.4. The PARTIES are aware that, according to the state of the art, errors in the programs cannot be excluded in spite of the greatest possible care having been taken. That is independent of the legal definition of defect. So the LICENSOR is not responsible for possible occurring errors outside of the documented scope of service
- II.11.5. Should any reproducible software errors occur that lead to more than insignificant impairments when using the software for the contractually agreed purpose and which lead back to an error of the LICENSOR, the LICENSOR shall ensure rectification or replacement as seems fit to the LICENSOR.

The LICENSEE shall have a suitable amount of time and opportunity for the correction of defects according to customary business principles. In case the defects cannot be remedied within the given time period, the LICENSEE is entitled to terminate the contract in accordance with II.17 or to withdraw from the contract in accordance with §§ 440, 439, 323 Para. 1 BGB.

- II.11.6. The warranty does not include standards, data or databases such as standard components and catalogs, provided by the LICENSOR or a third party and used together with the software. This applies even if they were delivered together with the software and are an integral part of the software. The LICENSOR does not have the opportunity to check the accuracy of these data. This also counts for the results reached with the use of the software and the data. Insofar as warranty claims arise against the supplier due to erroneous standards/data/databases, CADENAS relinquishes existing personal claims against the supplier of the erroneous standards/data/databases to the LICENSEE. The pictured standard parts do not claim to be complete or free of errors.
- II.11.7. The warranty for the software and/or maintenance service shall expire, should the LICENSEE or a third party make changes on the software without prior consent of the LICENSOR. This does not apply if the LICENSEE can prove that the error is not due to the changes that were made, nor did those changes complicate the identification and removal of errors. The warranty for the software and/or maintenance service does not include software customization, even with the consent of the LICENSOR.

## **II.12. Liability**

- II.12.1. The LICENSOR is not liable for any software defects. In particular, the LICENSOR shall provide no guarantee that the software is suitable for meeting the requirements and purposes of the LICENSEE or for working together with any of the other selected programs.
- The LICENSEE bears the responsibility for the correct selection and the consequences of using the software as well as the intended or achieved results. The same holds true for the written material accompanying the software. Accordingly, the LICENSOR is also not liable for initial defects in the framework of a subscription i.S.d. number II.14.lit.b), provided this was not fraudulently concealed before concluding the contract.
- II.12.2. The liability does not concern standards (such as DIN / ISO standards), data or databases such as for example standard parts or catalogs, which were made available by third parties and used together with the software. This applies even if they were delivered together with the software and are an integral part of the software. The LICENSOR does not have the opportunity to check the accuracy

of this data, since only the resp. parts manufacturer can finally assess whether their CAD models really conform to the distributed components. This also applies for the results reached with the use of the software and the data. As long as warranty claims should arise against the supplier due to erroneous standards/data/databases, CADENAS relinquishes existing personal claims against the supplier of the erroneous standards/data/databases to the LICENSEE.

- II.12.3. The LICENSOR commits himself to test the data storage medium to be delivered with the newest version of a customary virus scanner program and remove all potential virus infections. The LICENSEE is to be notified that, due to the speed in which new viruses may arise, an absolute guarantee of the inexistence of any viruses is impossible. The LICENSOR thus recommends another updated scan prior to installation of the software. If, in spite of these measures taken, the data storage medium delivered by the LICENSOR contains a virus, the LICENSOR may not be held accountable.
- II.12.4. Accountability – even non-contractual – is excluded as long as the LICENSOR is not liable for legal requirements such as willful misconduct or gross negligence, lack of assured properties (guarantees), or of culpable violation of essential contractual obligations. The LICENSOR is fully liable only on the merits of intentional or grossly negligent acts on the institutions of the LICENSOR or its other leading employees, as well as intentional or gross negligent breach of a condition of direct personal injury and property damage. For gross negligence of vicarious agents, the claims for damages of the LICENSEE are restricted to the amount of the fees to be compensated once or annually according to this contract. The claim for damages for the breach of intrinsic contractual obligations is limited to the typical contractual, foreseeable damages, if no other exceptions of non-liability are mentioned in this paragraph. The typical foreseeable damages are also restricted to the fees to be compensated once or annually as stated in this contract.
- II.12.5. The regulations of the preceding paragraph II.12.4 are valid for all liability claims (especially for punitive damages aside from services, and the punitive damages instead of services), and due to the legal ground, especially concerning defects, breach of duties from the obligations or from illegal handling. They also apply to the claim for wasted effort and expenditures. The liability for default shall be determined by the law.
- II.12.6. If a third party should make claims against the LICENSEE concerning property rights or in association with property rights due to contractual deliveries, the LICENSOR is able and required, at his expense, to
- obtain a user right from the person with right of disposal of the property right, or
  - change the property right infringing parts or replace with non-infringing ones, or
  - revoke the results against reimbursement of purchasing price.
- II.12.7. Liability due to loss of profit, for damages from claims of third parties against the LICENSEE, for consequential damages and damages due to support and advice is excluded.
- II.12.8. The LICENSOR is not held accountable for data and program losses. The LICENSEE is required to regularly back up all saved data and programs so that in case of deletion, the data and programs can be reinserted into the system from an external storage medium with justifiable effort.

## **II.13. Protective Duties of the LICENSEE**

- II.13.1. The LICENSEE pledges to protect all programs, documentation and accompanying material provided to him, from unauthorized use. It is not to be made available to a third party, neither completely nor partially. The LICENSEE will complete his obligation after the contract in respect to the use, modification, and security of the programs, through appropriate measures in respect to employees and other persons who may have access to these programs.
- II.13.2. The LICENSOR is required to keep data and information from the LICENSEE, considered to be confidential, a secret. The LICENSOR declares that all employees engaged in information systems, are sworn to secrecy. In the same way, the LICENSEE is also sworn to secrecy concerning the data and information of the LICENSOR.
- II.13.3. The provisions named are valid after completion of the right of use granted here or through abandonment or alienation of business operation or parts.

## **II.14. Contract Models and Payment Obligation**

- II.14.1. The right of use to the software is only transferred within the framework of the subscription for the duration of the contract period of initially 36 months

## **II.15. Duration of the contract and ordinary termination for subscription**

- II.15.1. As part of the subscription, the LICENSOR will also provide software maintenance throughout the term of the contract. The subscription agreement is initially concluded for a term of three (3) years and is automatically renewed for a further year unless terminated.. Both PARTIES are entitled to terminate the software maintenance contract with a notice of three (3) months before maintenance ends.
- II.15.2. If the LICENSOR terminates the subscription contract the LICENSOR shall be released from all contractual obligations, in particular that of the software, after the period of notice expires.
- II.15.3. In case of termination the LICENSEE is obligated to return the entire license material to the LICENSOR, to delete all the software on the computer / workstation of the LICENSEE and also to submit an explanation, that all licensed material has been deleted. In case of infringement, the LICENSOR is entitled to claims for damages and enforcement of restraining orders.

## **II.16. Extraordinary Termination**

- II.16.1. A right exists for extraordinary termination with considerable contract violations, in particular violation of the following regulated rights of use and illicit supply and access of license material to unauthorized third parties
- The contract can be extraordinarily terminated if:
- it is unacceptable for one of the contract PARTIES to adhere to the contract due to a serious breach of contract or there is an objective impossibility,

- at least one written warning of notice has been given concerning the relevant contract violations and
- if two weeks have gone by after the expiration of an unsuccessful warning notice.

II.16.2. Furthermore, the LICENSOR has the right for an extraordinary termination if the manufacture of usable software is not possible within suitable expense, as per number II.9.6..

#### II.17. Written form requirement for terminations

Terminations require the written form.

#### II.18. Fees

II.18.1. The LICENSEE shall pay the LICENSOR for the use of the licensed subject matter and for the right of use granted, in the form of an annual fee (subscription).

II.18.2. The amount of the fees shall be agreed upon in a separate attachment by both PARTIES. This shall be part of the contract.

If the PARTIES did not exclusively agree upon the amount of fees, the LICENSEE must pay according to the LICENSORS price list valid at the time of the signing of the agreement.

#### II.19. Final Provisions

II.19.1. This agreement contains various stipulations concerning the object of the contract and is valid in full for mutual assignees and successors in interest.

II.19.2. Deviant agreements and understandings must be identified as such and require written consent for legal validity.

II.19.3. All business relations between the LICENSOR and the LICENSEE are subject to the legislation of the Federal Republic of Germany under expulsion of the international private law. If this law refers to foreign legal systems, these references are invalid. The application of the UN sales law (UNCITRAL) is explicitly excluded insofar as it differs from the legislation of the Federal Republic of Germany.

II.19.4. Should a clause of this contract be or become ineffective, the rest of the contract remains unaffected. In such a case, the contractual partners will agree upon another economically valid and similar one.

II.19.5. The agreed upon place of fulfillment for the mutual contractual obligations as well as the place of jurisdiction for all claims resulting from this legal relationship is Augsburg, Germany.

Augsburg, \_\_\_\_\_

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
CADENAS GmbH

\_\_\_\_\_  
Signature and company stamp

\_\_\_\_\_  
Name in plain writing

\_\_\_\_\_  
Name in plain writing

\_\_\_\_\_  
CADENAS GmbH

\_\_\_\_\_  
Name in plain writing