

CAD Schroer Software License Agreement

Terms and Conditions

I. **Subject**

CAD Schroer GmbH, Fritz-Peters-Str. 11, D-47447 Moers (hereinafter referred to as „CSG“) shall grant to the customer a personal, non-exclusive, non-transferable, temporary or perpetual license for use of CSG software. The title of ownership, ownership rights and intellectual property rights pertaining to the software shall not transfer to the customer. The license shall be limited for use within the systems environment or on the computer workstations designated on the purchase confirmation. A separate license is required for any additional computer workstations using the software. A Systems Environment is a specific combination of computer hardware and operating system. Use of the software on virtual computer workstations, networks or servers requires a separate individual agreement. The selection of the licensed software applications required is the customer's responsibility.

II. **Third-party licensed products**

When using third-party licensed products, the Customer is obliged to protect the licensor's rights in these products and observe the applicable and relevant licensing terms which will be shown during the starting sequence .

III. **Illegal Copying**

The licensed program and the documentation may not be copied either in full or in part by the customer, with the exception of a machine-readable copy of the software for security or archiving purposes. Each of the copies made by the customer for these purposes must make clear reference to the title of ownership, ownership rights and intellectual property rights belonging to CSG.

IV. **Transfer**

The transfer of the rights and duties arising from this license agreement to third parties is prohibited even after the termination of the agreement.

V. **System Extension and System Modifications**

The license may be extended to several system environments and additional computer workstations. If computer workstations of one system environment are to be exchanged for those of another, the license can be exchanged for a license transfer fee, provided that the license is covered by a valid, separate software maintenance agreement. In all other cases the customer must purchase a new license. This is also the case for virtual computer workstations, networks and servers.

VI. **Use of Trademarks**

The customer may use the trademarks and trade names in use by CSG in order to designate print-outs, as long as these are prepared on an electronic printing system using the licensed software, and as long as the customer uses trademarks and trade names in the same manner as CSG, and stops the use of these trademarks and trade names after the termination of this license agreement.

VII. **Modifications**

The customer may not make any modifications to the licensed software or have such modifications made by third parties.

VIII. **Unauthorized Use**

The customer shall be obliged to guarantee that the customer's employees or other persons under the customer's authority who have access to the licensed software observe all duties of protection and duties of due care which arise from this agreement. The customer shall furthermore be obliged to guarantee that nobody gains access to the licensed software in order to obtain the source code. If the customer becomes aware of the fact that the licensed software is being used contrary to the stated duties of protection and duties of due care by persons as described in this clause VII, the customer shall immediately do everything within their power to prevent this improper use. The customer

shall inform CSG in writing of this improper use should it continue.

IX. Protection Against Unauthorized Use

The software product is equipped with a protective device which limits its application to the designated computer. This protective device typically runs on a computer workstation or a server. Where a customer is using a virtual server, a separate individual agreement is required. The customer is expressly informed that unauthorised manipulation of the protective device's configuration file (also known as a license keyfile) is strictly prohibited and will lead to the software product malfunctioning. The software configuration file enables the licensed software to run on the designated computer for a period of time. Initially, a short-term configuration file will be supplied of sufficient duration to cover the customer's right of rescission and agreed payment period. A longer-term configuration file shall be supplied when the customer's right of rescission has expired and payment for the software license has been received. Thereafter, CSG shall supply updated configuration files as necessary to replace expiring configuration files until such time as this license agreement is terminated.

X. Compensation

CSG is entitled to the property rights and copyrights to the licensed software. CSG can make a claim against the customer for each violation of such property rights for which the customer is responsible.

XI. Warranty/Liability

The customer is aware of the fact that in line with current technical progress errors in the programs and in the accompanying documentation cannot be excluded. If the customer claims deviations in the program from the specification/description within thirty working days from delivery to the customer, the customer has the right to return the erroneous software to their supplier and request the delivery of a new version of the program. If a rectification of the errors is not possible within a reasonable time or if such rectification is not successful, the customer shall have the right to request a rescission of the contract, whereby the customer must destroy any

copies of the software which they may have made. In countries in which the national legislation provides for a compulsory period of more than thirty days in order to make a complaint with respect to product defects, this statutory period shall be deemed to be valid if the software is purchased and used in such countries. Further reaching warranty claims are expressly excluded. CSG does not accept any warranty that the program functions meet the customer's requirements or that the combination of products selected by the customer work together. CSG is not liable for slightly negligent breaches of duty as far as these do not include fundamental contractual duties, damage resulting from mortal or personal injury, injury to health or the violation of guarantees or if claims based on the German Product Liability Act (Produkthaftungsgesetz) are affected. The same is true for breaches of duty by CSG's vicarious agents. The liability for loss of data is limited to the typical restoration expenditure which would have occurred if security copies had been made regularly and corresponding to the risk. Assurances by third parties (e.g. dealers) with respect to warranty, liability, compensation, etc. by CSG are not binding on CSG.

XII. Third Party Property Rights

If a claim is made against the customer by a third party due to an apparent violation of a patent right, copyright, or other property right, relating to licensed software belonging to the third party, which is supplied with, or is utilised by, CSG software, CSG shall indemnify the customer from the third party claim providing that the customer informs CSG immediately in writing of the claim and reasonably assists CSG in proceeding with any legal action arising in relation to the claim. If such a claim is made on the customer by third parties, CSG is entitled depending on its choice either to obtain for the customer a corresponding license from the third party or amend the licensed software or supply the customer with another equivalent software or take back the licensed software. In the latter case the software license fees will be reimbursed in full to the customer, and in addition, any pre-paid maintenance fees for the licensed software will also be reimbursed to the customer on a pro-rata basis, calculated from

the date that the software was taken back, to the end of the pre-paid maintenance period. CSG is not liable for violations of property rights which derive from the fact that the customer amends or modifies the licensed software according to their own requirements or if the licensed software is sold and used in connection with other software, hardware or consumer materials which are not supplied by CSG. This liability for objects constitutes the entire liability of CSG for violations of any patent rights, trademark protection rights, copyrights or other rights to immaterial assets.

XIII. Software Updates

The customer can obtain the latest version of the licensed software free of charge if he concludes a separate maintenance agreement.

XIV. Payment

The license fee plus any statutory value added tax is due in full ten days after delivery unless otherwise agreed. The customer is only entitled to set off, retain or reduce the payment if counter-debts are undisputed or have become res judicata. This is also true if a complaint with respect to product defects or a counterclaim is made.

XV. Duration of the Agreement

This agreement continues indefinitely unless terminated in accordance with this Agreement. This agreement can be terminated in the following ways:

- a) By the customer within thirty days after delivery (right of rescission).
- b) By CSG if the customer does not make the due payments even after an appropriate additional period has been granted.

The customer shall immediately stop all use of the software product upon termination of the agreement and return all copies of the software. The customer remains bound to the regulations in clauses III and VII of this agreement.

XVI. General Provisions

This Agreement shall be governed by and construed in accordance with the laws of Germany and all disputes arising under, out of, or in any way connected with this Agreement shall be subject to the exclusive jurisdiction of the court of Moers. Oral

supplements to this agreement do not exist. Modifications or supplements to this agreement must be made in writing.

XVII. Invalidity of Contractual Provisions

If one or more provisions of this agreement are or become invalid, the effectiveness of the agreement shall not otherwise be affected thereby.