

CAD Schroer Software License Agreement

Terms and Conditions

I. **Subject**

CAD Schroer GmbH, Fritz-Peters-Str. 26-30, D-47447 Moers (hereinafter referred to as „CSG“) shall grant to the customer a personal, non-exclusive, non-transferable, temporary or unlimited license of use for CSG-software. The title of ownership, ownership rights and intellectual property rights pertaining to the software shall not be transferred to the customer. The license shall be prepared for use within the systems environment or on the computer workstations designated on the purchase slip. A separate license is required for any additional computer workstations using the software. A systems environment is a specific constellation of computer hardware and operating systems. Use of the software on virtual computer workstations, networks or servers requires a separate license agreement. The selection of the licensed software applications required is the customer's responsibility.

II. **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.

III. **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.

IV. **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 an upgrade fee, provided that the license is under a valid, separately concluded 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.

V. **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.

VI. **Modifications**

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

VII. **Unauthorized Use**

The customer shall be obliged to guarantee that his employees or other persons under his 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 sentence one above, he shall immediately do everything within his power to prevent this improper use. He shall inform CSG in writing of this improper use should it still continue.

VIII. 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 license agreement is required. The customer is expressly informed that manipulation of the respective configuration files (keyfiles) is strictly prohibited and will lead to the software product no longer functioning correctly.

The software configuration file may be supplied in a form which limits the software's time of use for legal or contractual purposes. An updated version is delivered immediately when the right of rescission has expired and payment has been received.

IX. 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.

X. 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, he has the right to return the erroneous software to his supplier and request the delivery of a new version of the program. If a rectification of the errors is not possible or if such rectification is not successful, the customer shall have the right to request a rescission of the contract, whereby he must destroy any copies which he 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.

XI. Third Party Property Rights

If a claim is made on the customer by third parties due to an apparent violation of a patent right, copyright or another property right to the licensed software belonging to the third party, CSG shall release the customer from third party claims if he informs CSG immediately in writing of the claimed violation of the property right and he sufficiently supports CSG in proceeding with possible legal action. 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. 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 his 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.

XII. Software Updates

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

XIII. Payment

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

XIV. Duration of the Agreement

This agreement is concluded indefinitely.

This agreement can be terminated in the following ways:

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

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

XV. General Provisions

As far as legally permitted, Moers is the exclusive court of venue for all disputes arising from this agreement. Oral supplements to this agreement do not exist. Modifications or supplements to this agreement must be made in writing.

XVI. 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.