

Licensing Agreement

Important

This Licensing Agreement is a binding legal agreement between HighTec and the Customer. By installing or using or registering to use the Product, the Customer agrees to be bound by the terms of this Agreement. If the Customer does not agree to the provisions of this Agreement, the Customer is prohibited from any form of use and exploitation of the Product.

HighTec permits the Customer to download, install, use and otherwise benefit from the Product in strict accordance with the terms of this Agreement. Use of third party software, materials and services, such as open source based software, included in or accessed in connection with the Product may be subject to the terms and conditions of the respective third party.

The Product is equipped with product activation procedures (License Manager) designed to prevent unauthorized use. Any attempt to circumvent the restrictions on unauthorized use is strictly forbidden and may – at the discretion of HighTec – result in the immediate termination of this Agreement and the loss of any rights of use on the part of the Customer.

Any and all such attempts constitute a major breach of this Agreement and may also lead to further severe consequences for the Customer other than termination of this Agreement. This includes but is not limited to the pursuit of legal action to recover all damages caused by the Customer by the violation of his obligations from the Agreement and the License Contract.

This is especially – but not only – the case for circumvention attempts regarding the License Manager and unauthorized use by any manipulation of hardware identifiers whatsoever, such as for example MAC addresses or host names, with the effect of bypassing, circumventing, or compromising the License Manager or any other license activation and/or validation mechanisms. The deactivation or manipulation of cache time for cached licenses is expressly prohibited as well as the queuing of licenses.

The Customer's continued unauthorized use of the Product also constitutes copyright infringement with all consequences provided by the applicable law.

HighTec reserves the right to implement mechanisms to monitor compliance with the terms of this Agreement.

Preamble

The subject matter of this Agreement is the licensing of the Product in accordance with this Agreement, the License Contract and the terms of the relevant maintenance certificate insofar as they are existing. The Product remains the property of HighTec and is not sold to the Customer. The terms and conditions of this Agreement are an integral part of the License Contract between HighTec and the Customer. This Agreement applies in the course of business with entrepreneurs pursuant to § 14 BGB, public law corporations and special funds under public law. Within the scope of this Agreement, any general terms and conditions of the Customer, including those which may be found preprinted on a purchase order, shall not apply.

Definitions applicable to or in context with this Agreement

Capitalized terms under or in context with this Agreement are defined as follows below or otherwise in this Agreement:

"Activation" is the technical procedure which enables the use of the Product on or together with a given specific Device or Server. The Activation is performed through storing the license identification on the Device. and is the precondition to exercise any License granted under this Agreement. Any circumvention of this Activation process or license identification, for example by any manipulation of hardware identifiers, is strictly forbidden.

"Agreement" means this Licensing Agreement.

"Affiliate" means any corporation, company or other entity which: (i) is controlled by a Party hereto; (ii) controls a Party hereto; or (iii) is under common Control with a Party hereto. For this purpose, "Control" means that more than fifty percent (50 %) of the controlled entity's outstanding shares or ownership interest representing the right to make decisions for such

entity are owned or controlled, directly or indirectly, by the controlling entity at the time this Agreement was signed.

"Assignment" means the assignment of the License to the Device, Client or Server to be licensed within the licensing scope of the Agreement. A Product the License of which is not assigned to a Device, Client or Server must not be used.

"CAL" means Client Access License. This is a License that permits the use of a client product to get access to the corresponding server software.

"Confidential Information" means all information and documents of the respective other Party which are explicitly marked as confidential, in particular information on operational processes, business relations and know-how.

"Client" means a Device in a network that uses the services (access to files or shared peripherals) provided by a Server.

"Concurrent Use" means that the Product may be used by multiple End Users at the same time, but only up to the number of End Users for which Licenses/Seats were licensed. If more than one End User wants to use the Product on a Device at the same time, the Customer must have enough Licenses to cover each End User who is using it. Concurrent Use is not permitted for Licenses labeled as "fixed" or "node-locked," which are restricted to use only on a specific Device.

"Customer" means the legal entity which has entered into this Agreement and obtained the right to make use of the Licenses under the License Contract and this Agreement and its Affiliates.

"Defect" means a deviation from the agreed specifications or, to the extent certain specifications are not agreed, a deviation from the product description or user documentation related to the Product, which is not only a Minor Deficiency.

"Device" means a single physical hardware system to which a License can be assigned (such as operation computers as far as they are not a Server, hardware interfaces provided by HighTec, dongles that have been approved by HighTec) or a virtualized environment (such as a virtual machine, container, or similar virtualization technology).

"Device CAL" means a Device License for Client access to the Server Product.

"Device License" means a License, regardless of License Type, entitling the Customer to install and use the Product on one specific Device with one specific operating system (e.g. three separate Device Licenses are required for use with Windows, macOS and Linux even if only one Device is used) for one specific End User/Seat. For Build Server Usage a Build Server License is necessary for use of the Build Server License with each different operating system for one specific End User/Seat. Roaming Licenses are available for Floating Developer Licenses and require Licenses with the appropriate Territorial Scope (5.).

"End User" means an individual who works for the Customer as an employee or independent sub-contractor or in any other function who is authorized or allowed by the Customer to access and use a licensed Product in any way or form. Generally one License (floating or fixed) is necessary for each End User and for each host/host name at a time.

"High Risk Activities" means use and resell in or for aerospace and aviation, nuclear power, chemical and/or biological reactors, petrochemical or military (excluding for military or dual use vehicles). In no event may the Product be used for the development of or within any kind of weaponry.

"Host-ID" means the unique identification of a device which is defined by its unique MAC address and unique host name.

"License" means in principle the non-exclusive right to use one (1) specific Product at a time for one Device and one specific End User/for one specific operating system with a Device License. Licenses are required per host/host name and per End User.

"License Contract" means (i) HighTec's quotation together with Customer's purchase order accepting such quotation; or (ii) Customer's purchase order together with HighTec's order confirmation accepting such purchase order; or (iii) any other agreement between the Customer and HighTec referencing this Agreement and/or the maintenance certificate.

"Licensed Server" means the computer with the Host-ID that is identified in the license key and which controls access to

and enables the use of the Product.

"Local Use Area" means a single geographical site that the Customer owns or occupies as his place of business, which may consist of one or more buildings located within 5 miles of one another and where the Servers, Clients, and End Users as well as hosts of the licensed Product are located. More than one geographical site that Customer owns or occupies in one country constitute several Local Use Areas in one country and require a Country-based License if the Product is to be accessed or used at several sites. Local Use Areas in more than one country require a Global License.

"Maintenance" means the services made available by HighTec according to the maintenance certificate. Maintenance does not include Upgrades.

"Minor Deficiencies" means such deficiencies leading to the Product or parts thereof being insubstantially defective, but still, in all material aspects, functioning (i.e. the Product can still be used in accordance with the documentation) and which Customer is able to circumvent or overcome with acceptable organizational and economically reasonable measures.

"Operation Computer" is the computing machine on which the Product is operated on.

"Party" means HighTec or the Customer.

"Product" means one of the HighTec standard software products to which this Agreement applies.

"Seat" means the right of the Customer to authorize one End User/one host/host name to make use of a License according to the License Contract and also the number of Licenses required/acquired by Customer (License Pool). Usually one Seat is required per End User and per host at a time (the same End User on different hosts requires a Seat per host and different End Users on the same hosts require additional Seats per End User).

"Server" means a computer that provides services to Clients by granting access to files or shared peripherals or other resources and services managed by the Server.

"Server License" means a License that permits the use of a Server Product on one (1) Licensed Server.

"Software Updates" means new releases of software which fixes defects for software, or may include functional improvements relative to previous Version of the software/Product.

"Software Upgrades" means software that has new functionality (e.g. a new or modified function, feature or module) or support of new processor, relative to previous version of the Product.

"Version" means the specific software version of a Product defined by a version number.

Licensing Terms

1. Product Use

Upon full payment of the remuneration, the Customer receives the non-exclusive right to use the Product to the extent granted in this Agreement, the License Contract and the maintenance certificate, insofar as they are existing. HighTec may deliver at its own choice the Product and its user documentation on data storage media, through the Internet, for downloading or by e-mail. The user documentation has, when not agreed to otherwise by HighTec, to be provided in English language and solely in electronic format.

2. Grant and Scope of License

Subject to the terms and conditions of this Agreement and so far, as not otherwise stated herein, the Customer is granted a limited, non-exclusive, non-transferable, non-sub-licensable, revocable, Device License to use the Product solely at a specific Local Use Area (at additional costs Country-based and Global Licenses as well as Build Server and Roaming Licenses for Floating Licenses are available). The Customers right to use the Product is limited by all terms and conditions set forth in the License Contract.

The Customer is - where not stated otherwise - licensed the right to install and use one copy of the Product for the same operating system (for use with other operating systems an additional License is required), on a single Device and only at the Local Use Area if no other specific License is acquired by the Customer.

3. License Types

The Customer can either acquire Developer Licenses (3.1) of different types or a Build Server License (3.2). Build Server Licenses may not be used for development work and Developer Licenses may not be used as Build Server Licenses.

A license re-host option for moving a License to a new workstation is available when under active maintenance.

3.1 Developer Licenses

Developer Licenses are available as Floating or Fixed Licenses or CAL License with the additional option to acquire the Licenses, where appropriate, for country based or global use at additional costs.

It is the obligation of the Customer to ensure that Customer acquires the necessary Licenses regarding the License Type according to 3.1.1 (fixed or floating) and the Territorial Scope according to 5. (local, country-based or global) and the required sufficient Seats for End Users/hosts/host names. The Customer has to choose between Floating and Fixed Licenses, CAL Licenses and must also acquire the necessary Roaming Licenses if a Roaming License is needed (4.).

3.1.1 Floating and Fixed Licenses (Node Locked License)

Floating License: A Floating License allows the Concurrent Use of the Product by one or more than one End Users at a time at one specific Local Use Area on one operating system per Seat. The number of End Users that may use the Product concurrently at any one time is limited to the number of Floating Licenses/Seats acquired by the Customer (e. g. two Floating Licenses permit two Concurrent Uses of the Product).

If the License is to be used countrywide or worldwide at more than one Local Use Area, a Country-based Floating License or Global Floating License has to be acquired by the Customer at extra costs. All Licenses that are not Floating are Fixed Licenses and all Licenses that are not country-based or global are for use at the Local Use Area only.

Fixed License: A Fixed License to use the Product is linked exclusively to a specific Device (Node Locked) and allows the use at a specific Local Use Area only for the acquired number of Seats.

It cannot be transferred or used by third parties without the consent of HighTec, which may be withheld at HighTec's discretion, or where License Assignment is specifically allowed by this Agreement. A Fixed License is for direct and exclusive use of the Product only through the input hardware mechanisms of the Licensed Device, such as a keyboard, mouse, or via a touchscreen.

Fixed Licenses are available as Node Locked License:

Node locked: A Node Locked License is tied to the Host-ID (MAC address) of a single computer (owned, leased or otherwise controlled by Customer) where the Product is installed, for which a license key has been issued and which can be used by no more than one single End User at a time running one instance of the Product at a time. The License is bound to this machine and cannot be transferred and allows use only at the Local Use Area. It can only be used by the single activated End User on that machine per Seat. It is not authorized for use in virtualized environments or terminal servers; the authorized End User must be physically present and not accessing or using the Product from a remote location. This is the most basic License Type, often also called a stand-alone license.

In order to ensure that the Product is used in accordance with the License acquired, where applicable, the proper Assignment and Activation of the respective license under section 9 and 10 of this Agreement is a prerequisite for the Customer's right to use the Product.

3.1.2 CAL License

A CAL License grants the right to use a Client in order to access a Product through a Client. Access to a Server Product via a CAL License requires a Server License for that Server Product.

3.2 Build Server License

Only a Build Server License permits the use of a Seat on a build server system (like Jenkins), for example for off-loading build jobs from the developer's computer to a central high-performance server. For each build job and each Seat and for each operating system an additional Build Server License is necessary. The number of End Users that may use the Product concurrently at any one time is limited to the number of Build Server Licenses/Seats acquired by the Customer. A Build Server License cannot be used in combination with a CAL License (3.1.2) or a Roaming License (4.). The Build Server License is only available as Global License and has no territorial restrictions.

4. Roaming License

Only with this License, available at extra costs for Floating Developer Licenses, End Users running licensed applications on their company network can disconnect from the network and take their Floating Developer License with them for working at home or in the field. Remote access to the Product via the checked-out License is only permitted if the customer has the necessary, corresponding territorial licenses in accordance with Section 5, e.g. a Country-based or Global License, depending on the area in which the Customer connects to the Product via the checked-out License. A Build Server License cannot be used in combination with the Roaming License. The Roaming License may only be used within the Local Use Area if no Country-based License or Global License is obtained by Customer at extra costs. Seats that are "checked out" expire after a predetermined number of days or weeks, or can be returned to the license pool at the company network. While a Seat is checked out, the remaining Seats in the license pool are reduced by one Seat. This is a per Seat option, so the number may be smaller than the total Seat of all acquired Licenses.

5. Territorial Scope of Licenses

All Licenses and Seats are generally granted for the Local Use Area only.

If a countrywide or worldwide use is intended by the Customer, the Licenses must be specifically acquired as a Country-based License or as a Global License at extra costs.

5.1 Country-based License

A Country-based License allows the use of the License in a specified country on a specific Device used or controlled by the Customer for the number of Seats acquired by the Customer. The Country-based License is available for one country (1-Country License) or several, for example three countries (3-Country-License).

5.2 Global License

The Global License either as Fixed or Floating License permits the use of the Product anywhere in the world for the number of Seats acquired by the Customer.

6. Restricted Licensing

6.1 Evaluation License

An Evaluation License is for non-commercial purposes of the Product and furnished with an expiry date. The Customer agrees to use any Product provided to the Customer in form of an Evaluation License only for the period until the License expiration, only to evaluate it individually for potential purchase of a License to the

Product as an End User, to conduct no business with it, to remove it and all result files produced from any of Customer's computers or Servers at the end of the trial evaluation period and to comply with all other obligations and restrictions in this Agreement. Any result files may not be used to link with result files from licensed software, and not used in any way in Customer's products.

6.2 Free-entry License

The Customer agrees to use any Products awarded to Customer on a complimentary basis as Free-entry License for example for student engineering competitions and similar competitions, course support, research, fellowship participation, and teaching assistance only for the specific purpose and period of the award, to conduct no business with it, and to comply with all other obligations and restrictions in the License Contract.

6.3 Academic License

An Academic License permits the use of the Product within an agreed department of a university by (i) lecturers of this university for teaching purposes; or (ii) students as part of their studies.

An Academic License may be limited in time or unlimited. If the License is limited in time, the license period is specified in the License Contract and the Customer may not use the Product after the expiration of the license period.

6.4 Training License

A Training License permits the use of the Product for the internal training of employees of the Customer and of third parties acting on behalf of the Customer.

A Training License may be limited in time or unlimited. If the License is limited in time, the license period is specified in the License Contract and the Customer may not use the Product after the expiration of the license period.

7. Licensing Model

7.1 Perpetual License

A Perpetual License refers to a specific Version and provides the perpetual right to use this Version. A Perpetual License has no expiration date.

In order to ensure that the Product is always up to date, the Customer and HighTec may agree to a maintenance contract as an optional add-on to the Perpetual License. A maintenance contract is only available for the most recent Version.

The mandatory maintenance period is one (1) year. If the Customer places an order, with a maintenance contract the maintenance period shall commence as follows:

For orders received by HighTec before or on the 15th of a month, the maintenance contract will commence for a period of one year from the 1st of that month.

For orders received by HighTec after the 15th of a month, the maintenance contract will commence for a period of one year from the 1st of the following month.

For the avoidance of doubt, a later submission of customer data (such as host name, MAC address, user name, etc.) by the Customer shall not result in a later commencement of the maintenance contract with the later submission of customer data.

7.2 Subscription License

A Subscription License grants a temporary right to use the Product during the agreed contractual term.

Unless the License Contract provides otherwise; the term of a Subscription License will be one (1) year and will commence on the first day of the calendar month following the acquisition of the License. Delivery of new releases of the Product is included in the License during its agreed term.

Under this Agreement the Customer may order Perpetual Licenses as well as Subscription Licenses. Perpetual Licenses may not be converted into Subscription Licenses or vice versa.

7.3 Temporary License

Temporary (Short Term) License - This License restricts the use of the Product to a predefined period of time (six (6) months or less). This type of License cannot be renewed after the term, or transferred during the term.

8. Scope of License and Permitted Use

- 8.1 HighTec grants to the Customer the License to use the Product under the License Type and Licensing Model agreed to in this Agreement, the License Contract and the maintenance certificate, insofar as they are existing, subject to the condition that Assignment and Activation of the License have been properly performed by the Customer. The Product is not fault-tolerant and is not designed, manufactured or intended for use or resale in High Risk Activities and the Scope of License and Permitted Use excludes those activities. The Customer will not use the Product with respect to any High Risk Activities, and shall indemnify HighTec from all losses, claims, damages, costs, attorney's fees and other expenses relating to such High Risk Activities by the Customer.
- 8.2 HighTec reserves all intellectual, industrial and other proprietary rights to the Product and Customer shall not use the Product except as expressly agreed in this Agreement, the License Contract and the maintenance certificate, insofar as they are existing, or outside the scope of the License; in particular, without limitation, the Customer will not modify, adapt, extend, port, reverse engineer, translate the Product or create derivative works thereof (Non-Permitted Use) unless any such act is expressly permitted by binding law. The Customer shall indemnify HighTec from all losses, claims, damages, costs, attorney's fees and other expenses relating to Non-Permitted Use.
- 8.3 Independent of the agreed License Type, Customer's right to use the Product is granted only subject to the full payment of the license fee.
- 8.4 The Licenses are solely granted for the Customer's own purposes.
- 8.5 The Customer is not permitted to allow third parties to make use of the Customer's Licenses, neither in return for payment nor free of charge. However, Customer is allowed to permit subcontractors and temporary workers to make use of Customer's Licenses for Customer's purposes. For the avoidance of doubt, Customer shall be responsible for its subcontractors' and temporary workers' compliance with the License Contract, the maintenance contract and this Agreement.
- 8.6 HighTec allows the Customer to use preceding Versions of a given Version without acknowledging any obligation and on the condition that the Customer
 - has obtained a License for a given Version
 - may only run one (1) Version at the same time; and
 - acknowledges that HighTec is not obligated to remedy any Defects of preceding Versions.

For the avoidance of doubt, the Customer's rights related to the acquired Version remain unaffected.

The Product may include open source software and/or other third party software which are subject to specific license terms. To the extent required by these open source or third party license terms, the license terms shall apply in addition to and, in case of discrepancies, prevail over the License Contract and this Agreement. If this is the case and to the extent required by the respective license terms, HighTec will (i) indicate the third party software and the applicable license terms; and (ii) provide these license terms or make them otherwise available

to the Customer, within or, upon Customer's request, separately from the Product and/or its user documentation. HighTec has no responsibility for, and makes no representations or warranties regarding such third party software. By using the third party software, Customer releases HighTec, its Affiliates, and each of their respective officers, directors, employees from any and all liability arising from use of any third party software and from any loss or damage of any sort Customer may incur arising from the use of third party software.

- 8.7 If licensing terms of open source software, which are part of the Product, require that the source code of such open source software is made available and such source code (i) was not part of the Product; (ii) in case of distribution by download, was not made available for download; or (iii) was not made available otherwise in accordance with the applicable open source software license; then the source code of such open source software may be obtained for the period HighTec offers customer support or spare parts for the Product, but in any event for a period of at least three (3) years following distribution of the Product, by writing to the HighTec sales representative, or alternatively to

HighTec EDV-Systeme GmbH
Europaallee 19
66113 Saarbrücken
Germany

A small fee may be charged to cover materials and postage.

9. License Assignment

- 9.1 Before Customer uses a Product under a License, the Customer has to assign that License to a Device or Server, as appropriate for the License Type.
- 9.2 HighTec is entitled to examine Customer's data recorded with the Assignment process.

10. Technical Measures - Activation, Re-Activation

- 10.1 HighTec may use technical measures to enforce provisions that allow and restrict Customer's use of the Product. The technical measures may verify compliance with those provisions as provided in the License Contract and this Agreement.
- Thus, some Products require Activation or another form of validation. If Activation or another validation is defined for a Product, the Activation or the validation of the License is required in order to use the Product. Activation is only permitted on hardware provided by HighTec or on the Device.
- 10.2 HighTec may require the License to be reactivated periodically by performing a Re-Activation.

General Terms and Conditions

11. Customer Obligations for Product Protection & Installations

- 11.1 The Customer acknowledges that the Product, including the accompanying documents, even in future versions, is copyright-protected and constitute business and trade secrets proprietary to HighTec. The Customer shall ensure with no limit in time that the Product is protected against misuse.
- 11.2 If HighTec provides Products in source code, the Customer shall only make them accessible to any third party with HighTec's prior written consent. HighTec shall not unreasonably withhold such consent, but HighTec is not required to give it in order to enable the Customer to obtain maintenance services for the Product from a third party.
- 11.3 The Customer shall ensure that no license protection will be circumvented by technical measures.
- 11.4 The Customer agrees to use the Product only on operating system versions which HighTec has declared to be compatible with the specific Product.

- 11.5 It shall be the responsibility of the Customer to bring the installed Product into operation. To this end, the Customer shall inspect the Product under its conditions of use before the Customer uses the Product productively. HighTec is prepared to assist the Customer in this respect upon request in return for compensation based on expense.

12. Utility Software

- 12.1 Some Product deliveries contain small software programs that perform specific tasks related to the Product (hereinafter "Utility Software"). HighTec provides this Utility Software free of charge to the Customer for Customer's own use only. The Customer may not modify, extend, reproduce or distribute such Utility Software. HighTec reserves all intellectual, industrial and all other proprietary rights to such Utility Software.
- 12.2 HighTec may modify the Utility Software and discontinue its delivery at any time without notice.

13. Interfaces

- 13.1 HighTec provides interfaces for its products to interoperate with other programs. HighTec may enhance or change this interface and the related documentation in subsequent Versions at any time without notice. HighTec does not ensure upward or downward compatibility of the interfaces. In general HighTec is neither responsible nor liable for the compatibility or interoperability of the Product with software used by the Customer. HighTec does not bear interface responsibility if not expressly agreed between HighTec and Customer.
- 13.2 HighTec also uses for its products interfaces provided by third parties to interoperate with other programs. HighTec does not ensure upward or downward compatibility between the Product and the interface in subsequent Versions.

14. Payment Terms

- 14.1 The license fee for a Perpetual License shall be due upon receipt of an invoice. Maintenance fees shall be paid annually in advance.
- 14.2 The license fee for a Subscription License is payable in advance for the entire term of the contract and is due upon receipt of an invoice.
- 14.3 All fees and charges are net of any value added tax (VAT), sales tax, goods and service tax, business taxes or similar taxes thereon. Insofar as the license grant agreed upon under this Agreement is subject to VAT or similar taxes, such VAT / similar taxes shall – to the extent they are not owed to the competent tax authority by Customer in the sense of Articles 194 to 199 and 200 of Council Directive 2006/112/EC (reverse charge mechanism/intra-community acquisition) or any similar provision under the applicable tax laws – be paid by Customer in addition to the agreed amounts. HighTec shall render proper invoices within the meaning of the applicable tax law.

All amounts due under this Agreement shall be paid without deduction for income taxes. If withholdings of whatever nature are due on payments to be made by Customer then Customer shall make the necessary gross-up payments to leave HighTec (after the deduction of the withholding tax) with an amount equal to the payment which would have been due if no withholding tax deduction had been required.

15. Important Safety Instructions

- 15.1 Some features of the Product are designed for analyzing, controlling and/or otherwise influencing electronic systems in operation. Their use could cause serious operational malfunction in the surrounding environment, damage to property and/or bodily injury. Therefore, these features are exclusively intended for operation by persons who (i) have understood the possible effects of the actions which may be caused by the Product; (ii) are specifically trained in the handling with the Product and the electronic systems intended to be influenced; and (iii) have sufficient experience in using the Product in a safe manner (hereinafter collectively "Qualified Personnel"). Customer shall ensure that only Qualified Personnel operates the Product.
- 15.2 The knowledge necessary for the operation of the Product can be acquired in workshops and seminars offered

by HighTec.

- 15.3 HighTec shall in no event be held liable for any damages resulting out of operation of the Product by non-qualified Personnel as described in this section.

16. Claims for Defects

If HighTec is obliged to remedy a Defect or deliver a Product free of Defects, HighTec may comply with this obligation by replacing a defective Product with a newer Version of the Product; provided that the newer Version has a functionality which is the same as or higher than the functionality agreed in the License Contract. All Restricted Licenses according to section 6 of this Agreement and all open source software is furnished "as is", with all faults and without warranty of any kind and furnished as a favor excluding all liabilities of HighTec. The Customer of a Product licensed as a Restricted License under section 6 of this Agreement agrees to indemnify HighTec from any and all claims made by third parties in connection with the use of the Product.

17. Term and Termination

- 17.1 Unless otherwise agreed, this Agreement is concluded for an indefinite period.
- 17.2 This Agreement may be terminated in writing by either Party without notice for good cause. Good cause entitling HighTec to terminate the Agreement shall exist in particular if the Customer infringes HighTec's rights of use by using the Product beyond the scope permitted under this Agreement.
- 17.3 Notice of termination must be given in writing.

18. Confidentiality

- 18.1 The Parties agree to maintain confidentiality regarding Confidential Information. This obligation shall continue after termination of this Agreement.
- 18.2 Excluded from this obligation is such Confidential Information,
- a) which was demonstrably already known to the recipient at the time of the conclusion of this Agreement or which subsequently becomes known to the recipient from a third party without violating a confidentiality agreement, statutory provisions or official orders;
 - b) which are public knowledge at the time of conclusion of the Agreement or are made public thereafter, insofar as this is not based on a breach of this Agreement;
 - c) which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obligated to disclose shall notify the other Party in advance and provide the other Party with an opportunity to oppose such disclosure.
- 18.3 The Parties will only grant access to Confidential Information to those consultants who are subject to professional secrecy or who have previously been subject to obligations corresponding to the confidentiality obligations of this Agreement. Furthermore, the Parties shall only disclose the Confidential Information to those employees who need to know it for the performance of this Agreement and shall also oblige such employees to maintain confidentiality to the extent permissible under employment law for the period after their departure.
- 18.4 Any culpable breach of the above confidentiality obligations shall result in an appropriate contractual penalty specified by HighTec. The Customer may have the amount of the contractual penalty reviewed by the competent court. Further claims of the Parties shall remain unaffected.
- 18.5 If the Parties agreed to a non-disclosure agreement in favor of HighTec, the regulations of that non-disclosure agreement shall prevail over section 18 of this Agreement as long as that non-disclosure agreement is in place.

19. Liability

- 19.1 HighTec shall be liable without limitation

- for intent or gross negligence,
- for injury to life, limb or health,
- according to the regulations of the product liability law as well as
- to the extent of a guarantee assumed by HighTec.

- 19.2 In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the Agreement (cardinal obligation), the liability of HighTec is limited in amount to the damage that is foreseeable and typical according to the nature of the transaction in question.
- 19.3 To the extent that it is legally possible and according to subsection 19.1 and subsection 19.2 HighTec's liability is limited to a total of one hundred thousand (100,000.00) Euro.
- 19.4 There shall be no further liability on the part of HighTec. In particular, HighTec shall not be liable for initial Defects unless the conditions of subsections 19. 1 and 19.2 apply.
- 19.5 The above limitation of liability shall also apply to the personal liability of HighTec's employees, representatives and bodies.

Notwithstanding the provisions above and with regard to the Product or other software delivered by HighTec free of charge or under a Restricted License, HighTec's liability, regardless of the legal reason, in particular liability based on contract or tort, is limited as follows: HighTec is only liable for loss or damage based on or resulting from a Defect in the Product in case of intent or to the extent HighTec has fraudulently concealed the Defect.

20. Requirement of Written Form

Amendments and supplements to this Agreement must be made in writing. This shall also apply to the amendment or cancellation of this section 20. "Written Form", "written" or "in writing" means written communication, communication in electronic form, including but not limited communication by fax or e-mail.

21. Offsetting

Offsetting by the Customer is only permitted with undisputed or legally established claims of the Customer.

22. Export Control

- 22.1 It is the responsibility of the Customer to comply with all applicable export control, anti-terrorism and trade laws and regulations, including, but not limited to, the requirements of the United States Arms Export Control Act, International Traffic in Arms Regulation, Export Administration Act, and Export Administration Regulations, and European Council Regulation (EC) No. 428/2009 (including revisions), as well as applicable national laws, as relevant to any items or services purchased or received from HighTec. Customer agrees and confirms that Customer shall not export or re-export, directly or indirectly, any good or service received from HighTec, including any items incorporating such good or service, to any country, destination, or individual, for which an export authorization or other governmental or official approval is required, without first obtaining such authorization or approval.
- 22.2 Any purchase order placed under this Agreement and any confirmations may be subject to necessary export authorizations being granted. When such authorization cannot be obtained, the Agreement or the affected purchase shall be void per HighTec's notice.
- 22.3 Customer shall neither use any good or services delivered by HighTec directly or indirectly for nuclear technology, weapons of mass destruction, nor supply them to military, except as a component in military or dual use vehicles or vessels.
- 22.4 The Parties are aware that the Product may be subject to export and import restrictions. In particular, there may be licensing requirements or the use of the Product or related technologies may be subject to restrictions abroad.

Customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The fulfillment of the Agreement by HighTec is subject to the proviso that no obstacles based on national and international regulations of export and import law as well as no other legal regulations prevent the fulfillment.

23. Non-Compete

Customer may not create, license or sell any technology or products competitive with HighTec's Product using HighTec's Intellectual Property and make available to any third party any analysis of the results of operation of the Product including benchmarking results, or otherwise publicly disseminate information regarding the performance of the Product.

24. Force Majeure

In cases of force majeure, such as in particular

- a) fire damage, floods, strikes, lawful lock-outs and epidemics (including epidemics and pandemics insofar as a danger level of at least "moderate" is defined by the Robert Koch Institute);
- b) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
- c) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy.

HighTec shall be released from its obligations affected by the force majeure event to the extent and duration of the effect.

25. Governing Law and Arbitration

This Agreement shall be governed exclusively by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention).

All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Bonn, Germany. The language of the arbitration shall be German. The rules of law applicable to the merits shall be German Law.

26. Severability Clause

Should any provision of this Agreement be or become invalid/void or unenforceable in whole or in part for reasons of the law of general terms and conditions pursuant to Sections 305 to 310 of the German Civil Code (BGB), the statutory provisions shall apply.

If any present or future provision of this Agreement is or becomes invalid/void or unenforceable in whole or in part for reasons other than the provisions relating to the law governing general terms and conditions of business pursuant to Sections 305 to 310 of the German Civil Code (BGB), this shall not affect the validity of the remaining provisions of this Agreement, unless the performance of the Agreement - also taking into account the following provisions - would constitute an unreasonable hardship for one Party. The same shall apply if a gap requiring supplementation should arise after the conclusion of the Agreement.

Contrary to any principle according to which a severability preservation clause is in principle only intended to reverse the burden of proof, the validity of the remaining provisions of the Agreement is to be upheld in all circumstances and Section 139 of the German Civil Code is thus waived in its entirety.

The Parties shall replace the invalid/void/unenforceable provision or gap requiring filling for reasons other than

the provisions relating to the law of general terms and conditions pursuant to Sections 305 to 310 of the German Civil Code (BGB) with a valid provision which corresponds in its legal and economic content to the invalid/void/unenforceable provision and the overall purpose of the Agreement. § Section 139 of the German Civil Code (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (period or deadline) specified therein, the provision shall be reconciled with a legally permissible measure that comes closest to the original measure.

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