

## RAYNET END USER LICENSE AGREEMENT (EULA)

### IMPORTANT – PLEASE READ AGREEMENT CAREFULLY:

**THIS END-USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL CONTRACT BETWEEN RAYNET GMBH; TECHNOLOGIEPARK 22, 33100 PADERBORN; GERMANY (“LICENSOR”) AND YOU (“LICENSEE”): THE TERM “SOFTWARE” INCLUDES THE COMPUTER PROGRAM AND THE DOCUMENTATION. BY CLICKING ON THE “ACCEPT” BUTTON, AND/OR INSTALLING THE SOFTWARE OR OTHERWISE USING THE SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. FOR LICENSEES WITH THE PRINCIPAL PLACE OF BUSINESS LOCATED IN THE UNITED STATES OF AMERICA, “LICENSOR” MEANS RAYNET INC., WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT 10 NORTH MARTINGALE ROAD, SUITE 400, SCHAUMBURG, IL 60173, UNITED STATES OF AMERICA.**

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### DEFINITIONS

This EULA applies to the following Raynet Software products:

RayFlow, RayVentory, RayVentory Catalog, RayManageSofti, EasyManual, RayPack Studio as well as Package Store.

RayVentory comprises the component RayVentory Data Hub including the connector for the RayVentory inventory data.

RayPack Studio may contain the following Raynet computer programs, depending on the edition selected: RayPack Standard, Professional, Enterprise or Complete, RayEval Standard and Enterprise, RayQC Professional or Enterprise, and RayQC Advanced.

The Package Store refers to both the RayPackage Configurator (RayPackage.exe) and the application-specific package configuration via XML file.

The term “**Affiliates**” shall mean any sub company and parent company which is included in the holding company’s annual consolidation financial statement and that is under the control of Licensee where “control” means ownership of or the right to control more than 50 % of the voting rights of the company.

The term “**Connector**” shall mean a component of the Data Hub. It is used to collect data from external sources (on-premises/SaaS and flat file). Connectors are available through the Connector Store.

The term “**Commercial Purposes**” shall mean intentions and ambitions aimed at business interests and direct profit. Aimed at direct profit are all activities which are not for evaluation, rating, and demonstration.

The term “**Internal Use**” shall mean the running of Software for internal purposes only and within Licensee’s own technical environment.

The term **"Licensed Device"** shall mean the physical hardware or virtual system to which a license is assigned. Including but not limited to standalone computers, networked computers, computer servers and handheld computing devices that Software operates with or executes on.

A **"Service Provider"** purchases the Software to perform Services to end users for Commercial Purposes. In this context end user shall mean Licensees' customer who uses Licensor's Software products.

The term **"Services"** shall mean Licensees ability to use the Software in own application packages within the software development or consulting business. These include for example, packaging services, software evaluation services, and quality assurance services.

The term **"Software"** shall mean the Raynet computer program that is defined in the offer or order.

The term **"Software Package"** shall mean the application package ordered by the user in the Raynet online shop "Package Store". Application package in this case means the third-party software packaged by Raynet on the order of the user.

The term **"Third-party Software"** shall mean software that can be commercially acquired from other manufacturers as well as open source software and freeware.

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## I. SOFTWARE-TRIALS

**If Licensee has received new and/or extended features of the Software for purposes of getting acquainted with it and giving it a trial, regardless of how labeled, the use of the Software is limited to a specified period of time, as defined in the offer or the order ("Trial Period"). In the absence of a defined period for the trial of the Software, the Trial Period shall be twenty-one (21) days. After expiration of the Trial Period the new and/or extended features of the Software must not longer be used. All use will be governed by the terms set forth below.**

### 1. Grant of License:

Licensor grants Licensee a limited, personal, internal use, non-exclusive, non-transferable license to use the Software solely to evaluate its suitability for Licensee's internal business requirements. The duration of the license starts with the day the license key is delivered to Licensor. This license may be terminated by Licensor at any time upon notice to Licensee and will automatically terminate, without notice, upon the first to occur of the following: (a) the completion of Licensee's evaluation of the Software or (b) the expiration of the Trial Period.

### 2. Limited Use Software:

Any portion of the full-use version of the Software may be withheld or unusable and use of the Software may require accessing the Software remotely through the internet. Full use of the Software may be restricted by technological protections. The Software may not be used for Commercial Purposes.

### 3. Disclaimer of Warranty:

The Software will be provided free of charge and only for trial purposes. Licensor expressly disclaims all warranties, including that the Software can be protected by copyright, that it is correct and without defects, that the technical information is complete or the usefulness of the Software for the intended purpose or for any other purpose. The Software may not be used within a productive system environment.

#### **4. Limitation of Liability:**

Licensor's liability for any damages is limited to malicious intent and gross negligence, including lost profits, lost data or other indirect or subsequent damage arising from the use of the Software or non-use of the Software or the supplied data. This limitation of liability does not apply to cardinal obligations or liability for any product damages under the German Product Liability Act.

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## **II. SOFTWARE LICENSE**

### **1. Scope of License:**

- (1) Licensor grants Licensee access to the Software.
- (2) For Service Provider, the terms of Chapter IV shall apply in addition. Licenses not identified as service provider licenses in the offer or the order may not be used in accordance with the conditions in Chapter IV.
- (3) The general terms and conditions of Raynet apply. If provisions of the general terms and conditions are against one of the following provisions, the provisions of this EULA shall prevail. The precedence of individual written agreements between Licensor and Licensee remains unaffected.

### **2. Grant of License:**

- (1) Licensor grants Licensee a limited, personal, non-exclusive, non-transferable license for internal purposes only, to install and use the Software. The use right differs in Device License, Concurrent User License or FTE license (full-time equivalent).
- (2) Device License: A Device License entitles Licensee to install and use the Software on one specific Licensed Device. The individual purchased number of licenses is specified in the offer or the order.
- (3) Concurrent User License: A Concurrent User License entitles Licensee to install and use the Software on any number of Licensed Devices, but the Software may not be used simultaneously by several users, users may only access the Software one after the other. The Concurrent User License is only available in conjunction with a Floating License Server License. By granting a Concurrent User License Licensor automatically grants Licensee a limited, personal, non-exclusive, non-transferable license for internal purposes only, to install and use the Floating License Server Software. The individual purchased number of Concurrent User and Floating License Server Licenses is specified in the offer or the order.
- (4) The FTE license authorizes the Licensee to use the Software for any number of devices, calculated based on its number of employees.
- (5) Licensee may install the Software on Licensee's or Affiliates' machines only. Subject to the terms and conditions of this agreement, Licensee's Affiliates may use the licenses granted to Licensee, provided that (a) such use is only for Licensee's or such Affiliate's benefit, and (b) Licensee agrees to remain responsible for each such Affiliate's compliance with the terms and conditions of this agreement and (c) upon request Licensee will identify each such Affiliate to Licensor.
- (6) Licensee may transfer the license from one device to another only upon retirement of the first device. Licensee may transfer the license within the affiliated companies from one company to another only upon written consent of Licensor.
- (7) The offer or the order will identify whether Licensee has purchased a subscription (time-limited) or perpetual license. In the case of a time-limited license, the duration of the right of use is specified in the offer or order. The subscription is automatically renewed for a further 12

months after the end of the contract unless the subscription is terminated in writing to the Licensor with a notice period of three (3) months to the end of the respective contract. Project licenses with a term of less than 12 months are excluded from this regulation.

### **3. Restrictions on Use of Software/Ownership:**

- (1) Licensee may not (a) make the Software available for use by others in any service bureau or similar arrangement; (b) distribute, sublicense, transfer, or lend the Software to any third party (except otherwise agreed in this agreement); or (c) disassemble or reverse engineer the Software to the extent allowed by law. Licensee may not circumvent technological measures to protect the Software.
- (2) Licensee may copy the Software solely for backup/archival purposes, if Licensee includes all copyright and similar rights notices.
- (3) Licensor retains all right, title, and other intellectual properties in the Software. Unauthorized copying and modification of the Software is not permitted.
- (4) The Software is neither designed nor intended for use in a situation where the Software's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("high risk use"). Licenses are not meant to be used in, or in conjunction with, high risk use. High risk use includes, for example: aircraft or other methods of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the U.S. Food, Drug, and Cosmetic Act.

### **4. Third-Party Software, Open Source, and Freeware:**

- (1) Licensee is responsible for the correct licensing of third-party software.
- (2) The use of open source or freeware products provided in relation to the Software is licensed under the terms of the applicable license agreement. Any use beyond this is not under the control of the Licensor. In this case the Licensor is not responsible for the content of the pages, contained links, changes or updates of the pages.

### **5. Maintenance Services:**

If ordered by Licensee and upon payment of the applicable fee, Licensee will be entitled to receive technical support services, including corrections, fixes, and enhancements to the Software that may be made generally available (the "Maintenance Services") from Licensor in accordance with Licensor's then-current maintenance terms for the applicable maintenance level purchased by Licensee. The ordered level of support and Maintenance Services is defined in the offer or the order. Subscription license fees include support and maintenance for the duration of the subscription Period. Maintenance Services will not include any releases of the Software which Licensor determines to be a separate product or for which Licensor charges its customers extra or separately. The Maintenance Services shall be automatically extended after the end of the Maintenance agreement for another 12 months, provided that the Maintenance is not terminated in written form to the Licensor with a notice period of three (3) months to the respective end of the Maintenance.

## **6. Records/Audits:**

Licensee will maintain accurate books and records relating to its performance of obligations under this agreement. This obligation will be valid during the term of this agreement and for a period of one (1) year after termination of this agreement. Further, during the term of this agreement and for two (2) years thereafter, Licensor may, upon five (5) business days advance written notice to Licensee, audit Licensee for the purpose of verifying Licensee's compliance with this agreement and correctness of the accounting. Licensor shall have the right to inspect the books of Licensee by an independent accountant. The inspection of the books can be done during normal business hours, upon reasonable notice, and not more frequently than semi-annually. If the inspection finds that the permitted use of the Software is more than five (5) percent in excess of that licensed, Licensee shall be liable to pay the inspection costs in addition to the costs of sublicensing and interest on the overdue amount at a rate of eight (8) percent above the prevailing German base lending rate.

## **7. Duration/Termination:**

The duration of the license starts with the day the license key is delivered to Licensor. The license contract may be terminated by Licensor if (a) Licensee fails to make payment and/or (b) Licensee fails to comply with the terms of this agreement within ten (10) days after receipt of written notice of such failure. In the event of a valid termination of the subscription license, Licensee must cease using the Software, destroy all copies of the Software (including copies in storage media) and certify such destruction to Licensor. This requirement applies to all copies in any form, partial or complete. Upon the effective date of any termination, Licensee waives all rights granted under this agreement.

## **8. Warranty:**

- (1) The warranty period lasts 12 months from delivery.
- (2) The warranty is void if (a) the contractual partner makes changes itself or engages a third party to modify the contract item without the consent of Raynet (b) the contractual partner uses the contract item for purposes other than the intended purpose or misuses it, (c) problems and mistakes are based on the fact, that contractual partner has used the contract item with software programs and products which are incompatible, (d) third party software or open source software is not licensed or is licensed incorrect.
- (3) During the warranty period, Raynet warrants that the Software, as provided, will substantially perform the functions described in the specification.
- (4) Raynet does not warrant that the delivered Software is suitable for the purposes intended by the contractual partner. No warranty is further given for any technical details, operability in the customer environment, or regarding the suitability of the contracted Software for any specific purpose, unless otherwise provided in the specification of Software. Specifications made in the software specification or other documents shall not constitute a guarantee, unless they have been expressly designated as such.
- (5) If the contractual partner may claim any compensation for damages or claim for vainly expenditure due to warranty, this is subject to the following limitation of liability.

## **9. Limitation of Liability:**

- (1) Raynet is liable without any limitation pursuant to the statutory provisions for damages arising from any violation of life, limb or health to the extent that it fraudulently concealed a defect, it has assumed a warranty for the condition of the purchased item, in all cases of intentional acts or gross negligence, upon damages under the German Product Liability Law or to the extent otherwise legally mandated.
- (2) The liability of Raynet for data loss shall be limited to the typical data recovery cost which would have been incurred if regular backups were carried out.
- (3) The above liability shall not apply if a defect has been fraudulently concealed or a quality guarantee has been assumed. Liability under the German Product Liability Law remains unaffected.

## **10. Confidentially Obligation:**

- (1) Any Software, documentation or technical information provided by Licensor or its representatives in relation to the Software and the terms of this agreement shall be treated as "trade secrets/confidential information" without further marking or designation. The Licensee undertakes to keep the information made available confidential, in particular not to pass it on to third parties and to use it only within the scope of this agreement. For this purpose, Licensee shall keep all documents and data carriers as secret as its own documents that are to be kept secret, and any employee who has access to confidential information of Licensor shall be obligated to maintain secrecy. The above obligations shall remain in force for a period of three (3) years after termination of this agreement.
- (2) The above restrictions shall not apply to information which (a) was already in the possession of Licensee in written form prior to the conclusion of the agreement or (b) has become accessible to the general public as a result of publications by third parties without any action on the part of Licensee, whereby Licensee shall bear the burden of proof for the existence of these exceptions.

## **11. U.S. Government Restricted Rights:**

The Software and documentation are provided as "commercial computer Software" or "restricted computer Software". Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R 227.2702, as applicable or successor provisions. The manufacturer expressly reserves the right to modify the Software. Subject to other provisions of equal or better quality, the U.S. Government does not acquire any rights to modify the Software without the written consent of the manufacturer. The manufacturer is Raynet GmbH, Technologiepark 20, 33100 Paderborn, Germany.

## **12. Export Restrictions**

Licensee may not export the Software or use the Software in any manner prohibited by applicable export laws or other restrictions and regulations or the United States Export Administration Act (collectively, the "Export Laws"). If any part of the Software is identified under the Export Laws as being subject to export control, Licensee represents and warrants that Licensee is not a national of, or otherwise located in, any country to which a U.S. embargo has been imposed (e.g., Iran, Syria, Sudan, Cuba, North Korea) and that Licensee is not prohibited by the Export Laws from owning the Software; Licensee does not represent or warrant that it is an organization organized under the laws of any such country or otherwise located in such country. All rights to use the Software are granted on condition that Licensee complies with the export laws and that the rights are deemed forfeited in case of violation of such laws.

### 13. Company Name:

Licensor may include Licensee's company name in a list of licensor customers.

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## III. PACKAGE STORE

### 1. Subject Matter of the Contract:

- (1) Raynet grants user access to the Package Store and Software via internet. The Software allows user to download pre-configured Software Packages and distribute them to different hardware.
- (2) The rights to the third-party software, open source software, or freeware available in the Software Packages are governed by the license terms of the respective rights holders (manufacturers), which are acknowledged by user by downloading the Software Package. User is expressly obliged to acquire the necessary usage rights/licenses from the respective manufacturers. User assures that he has sufficient rights of use of the packaged Software and proves this without culpable hesitation to Raynet on request.
- (3) The user has no right to the availability of additional Software Packages or versions that go beyond the offered Software Packages.
- (4) Raynet's General Terms and Conditions will apply. In case of any provisions of the general terms and conditions are contrary to one of the following provisions, the provisions of this EULA shall prevail.

### 2. Rights of Use:

- (1) Raynet grants user a simple, non-exclusive, non-transferable right of access to the Package Store and use of the Software. The Software may be used within affiliated companies only for internal purposes.
- (2) The delivered Software Packages, scripts, documentation, installation routines etc. may only be used in accordance with the respective terms of use of the related software products. Neither the complete Software Packages nor their components may be passed on to third parties.
- (3) Download and use of the particular Software Packages is only permitted if user accepts the license conditions of the respective rights owner (manufacturer) and if user has access to the corresponding necessary rights of use. Required license keys must be purchased by user.
- (4) The package types can be configured by user himself – however the passing on to third parties is prohibited.
- (5) Service Providers may only use a Software Package purchased through the Package Store for one end customer at a time. For another end customer the same Software Package must be purchased again via the Package Store.
- (6) Maintenance Services are not offered.



### **3. Restrictions on Use of Software/Ownership:**

- (1) The user is prohibited (a) from making the Software available for use or available to others; (b) from distributing the Software to third parties, granting sublicenses, transferring, lending or otherwise making the Software available to third parties (except as expressly permitted in the contract); (c) from disassembling, decompiling, disassembling, technically reversing or modifying the Software or carrying out reverse engineering beyond the scope permitted by law.
- (2) User may copy the Software solely for backup/archival purposes, provided that user includes all copyright and similar rights notices.
- (3) User may not circumvent technological measures to protect the Software.
- (4) User's rights within the scope of Section 69e of the German Copyright Act (UrhG) remain unaffected. User's rights under Sections 69d (2) and (3) UrhG also remain unaffected.
- (5) Raynet retains all right, title and other intellectual properties on the Software. Unauthorized copying and modification of the Software is not permitted.

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## **IV. SERVICE PROVIDER-LICENSE**

This chapter applies in addition to the terms of the EULA and defines the use right according to which Service Provider - in the following referred to as Licensee - may provide Services to its end customers. Any terms not defined in this chapter shall have the meaning as described in the EULA. Unless otherwise agreed herein, the provisions of this chapter shall be in addition to and not in lieu of the EULA.

### **1. Software License:**

- (1) This Section shall replace Section II.1. of this agreement to the extent a service provider license is purchased by Licensee and identified as a service provider license in the offer or the order.
- (2) Licensor grants to Licensee a limited, personal, non-exclusive license to use, the Software internal and for the sole purpose of providing Services to its customers for such customers' internal purposes.

### **2. Scope of License:**

In addition to the license scope identified in Section II.2 of this agreement, service provider licenses may be used solely on devices within Licensees' environment and Licensees' end customers environment.

### **3. License Restrictions:**

- (1) Licensee shall only use the Software on computers, servers and networks, at a Licensee or customer location, provided that the Software may not be left behind at Customer's site or on Customer's systems once Licensee's Services to Customer are completed. If computers, servers or networks on which the Software is installed are no longer owned or leased by Licensee, Licensee must remove the Software from such computers, servers or networks.
- (2) Licensee may not use the Software for the purpose of creating installation packages for distribution outside its own or outside of Customer's organization.



#### **4. Licensee Obligations:**

- (1) Licensee shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning the Software which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Licensor to Licensee hereunder. In no event shall Licensee make any representation, warranty or guarantee by or on behalf of Licensor.
- (2) Licensee shall always represent Licensor and its Software in a positive and professional manner. Licensee is not allowed to re-brand or otherwise represent the Software in any other way without expressed written approval from Licensor. This shall include, but not be limited to, reports, splash screens, documentation and all other intellectual property.
- (3) Licensee shall enter into an agreement with a customer that is equally protective of the Software as this agreement. Licensee shall notify Licensor of any uncured breach of any terms related to the Software of which it becomes aware. Licensee will enforce the agreement it has with its customer as it relates to the Software in the same manner as Licensee enforces such agreement with respect to Licensee's own intellectual property, which shall be at least in a reasonable manner. In any event, Licensor and Licensee will reasonably cooperate on actions to be taken to enforce breaches of Licensor's intellectual property rights against a Customer.

#### **5. Indemnification.**

- (1) Licensee will defend, indemnify and hold harmless Licensor from and against any loss, cost, liability or damage, including attorneys' fees, for which Licensor becomes liable arising from or relating to: (a) any breach by Licensee of any term of this agreement, (b) the issuance by Licensee of any warranty or representation not authorized in writing by Licensor or (c) any other act or omission of Licensee in connection with the marketing or distribution of the Software under this agreement.
- (2) Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Licensor or its Software and agrees to comply with all applicable federal, state and local laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this agreement.

#### **6. Support and Maintenance.**

Licensor shall have no support or maintenance obligations whatsoever to end customers.

#### **7. Marketing and Trademarks.**

- (1) All marketing materials, demonstration copies of the Software (if applicable), and other materials provided by Licensor to allow Licensee to market its products and Services to Customers hereunder will remain the property of Licensor, and upon termination or expiration, such materials will be returned to Licensor within thirty (30) days.
- (2) Licensee may use Licensor's trademarks in connection with the Software. All displays of Licensor's trademarks that Licensee intends to use must comply to reasonable guidelines provided by Licensor. Licensor has the right to deny any usage of its trademarks. Licensee will not use any of Licensor's trademarks in conjunction with another trademark. During the term of this agreement, each party will have the right to indicate publicly that it has entered a relationship with the other party.