

**RAYNET
END USER LICENSE AGREEMENT (EULA)**

IMPORTANT - PLEASE READ THIS DOCUMENT ("AGREEMENT", "EULA") CAREFULLY:

THIS DOCUMENT IS A TRANSLATION OF THE ORIGINAL "ENDBENUTZER-LIZENZVERTRAG (EULA)" OF RAYNET GMBH IN GERMAN LANGUAGE, WHICH IS THE ONLY LEGALLY BINDING DOCUMENT UNDER THE LAW OF THE FEDERAL REPUBLIC OF GERMANY. THIS EULA AND THE ENTIRE LEGAL RELATIONSHIP BETWEEN US AND YOU SHALL BE GOVERNED BY THE LAWS OF THE FEDERAL REPUBLIC OF GERMANY TO THE EXCLUSION OF THE PROVISION OF PRIVATE INTERNATIONAL LAW AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG). THE LEGALLY BINDING GERMAN LANGUAGE VERSION OF THIS DOCUMENT CAN BE FOUND ON OUR WEBSITE.

THIS IS AN AGREEMENT BETWEEN RAYNET GMBH, TECHNOLOGIEPARK 22, 33100 PADERBORN, GERMANY ("RAYNET", "LICENSOR") AND YOU AS A USER/CONTRACTUAL PARTNER FOR OUR SOFTWARE ("LICENSEE"), IF THE LICENSEE IS AN ENTREPRENEUR WITHIN THE MEANING OF § 14 BGB, A LEGAL ENTITY UNDER PUBLIC LAW OR A SPECIAL FUND UNDER PUBLIC LAW.

THE TERM "SOFTWARE" IS USED TO REFER TO THE RESPECTIVE RAYNET COMPUTER PROGRAM LISTED IN THE QUOTATION OR ORDER; THE TERM INCLUDES THE COMPUTER PROGRAM AND DOCUMENTATION. IF YOU CLICK THE "ACCEPT" OPTION AND/OR INSTALL OR USE THE SOFTWARE, YOU ARE BOUND BY THIS AGREEMENT.

THIS AGREEMENT, TOGETHER WITH THE DOCUMENTS REFERRED TO HEREIN, IS EXCLUSIVE IN THE VERSION MOST RECENTLY INCORPORATED AGAINST YOU. DEVIATING, CONFLICTING OR SUPPLEMENTARY GTC BY YOU; EVEN WITH OUR KNOWLEDGE, NOT PART OF THE CONTRACT; UNLESS RAYNET EXPRESSLY AGREES TO THEIR VALIDITY IN WRITING. THIS AGREEMENT SHALL ALSO APPLY THEN; IF RAYNET PERFORMS THE PERFORMANCE TO YOU WITHOUT RESERVATION IN KNOWLEDGE OF ITS CONFLICTING OR DEVIATING TERMS AND CONDITIONS.

IF YOU AS A USER HAVE A RESIDENCE OR PRINCIPAL PLACE OF BUSINESS IN THE UNITED STATES OF AMERICA, YOUR CONTRACTING PARTY IS RAYNET INC., WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 10, NORTH MARTINGALE ROAD, SUITE 400, SCHAUMBURG, IL 60173, UNITED STATES OF AMERICA.

DEFINITIONS

This EULA applies to the following Raynet software products:

RayFlow, RayVentory, RayVentory Catalog, RayVentory Scan Engine, RayManageSofti, RayManageSoft, RayManageSoft Unified Endpoint Manager, Unified Data Platform, EasyManual, RayPack Studio, RaySAMi, RayMobile, RaySuite, Package Store, and Raynet One, as well as all related components, each of which can be found in the official product descriptions listed under www.raynet.de/ressourcen/produktokumentationen/ can be viewed. As an example, but not exclusively, a description of affected software products and their components follows:

RayVentory includes the components RayVentory Scan Engine, RayVentory Data Hub including the connector for the RayVentory inventory data.

Depending on the selected edition (cf. <https://raynet.de/ressourcen/produkt dokumentationen/>) include the following Raynet computer programs: RayPack Standard, Professional, Enterprise or Complete, RayEval Standard and Enterprise, RayQC Professional or Enterprise and RayQC Advanced.

Raynet One consists of several software products; in particular Raynet One Data Hub, Raynet One Technology Catalog and other software products mentioned above.

The "**package store**" refers to both the RayPackage Configurator (RayPackage.exe) and the application-specific package configuration by means of an XML file.

A "**connector**" is a component of the Data Hub. This is used to collect data from external sources (on-premises / SaaS and flat file). Connectors are available through the Connector Store.

"**Services**" means the Licensee's ability to use the Software in its own application packages, software development, service delivery, or consulting business to third parties.

" **Third-party software**" refers to software that can be commercially purchased from other manufacturers as well as open source software and freeware.

"**Internal Use**" means the execution of the Software for Licensee's own purposes, i.e. not for the provision of services, and within its own technical environment.

"**Commercial purposes**" are intentions and objectives that are carried out of business/commercial interests and serve directly or indirectly to promote sales and are aimed at making a direct or indirect profit. In this context, all activities that do not serve the purpose of evaluation, evaluation and demonstration are aimed at direct profit.

" **Licensed Device**" means the specific physical or virtual hardware system to which a license is assigned. Including, but not limited to, individual computers, networked computers, servers, and mobile devices on which the Software operates or runs.

"**Written form**" or "**in writing**" refers to the legal written and text form (e.g. letter, e-mail, fax). Statutory formal requirements remain unaffected.

" **Service Provider**" means the licensee who acquires the software and provides services to the end user, its own end customer, for commercial purposes. End User in this context means Licensee's customers who use Licensor's software products.

"**Software**" means the relevant Raynet computer program listed in the quotation or order; it includes the computer program and documentation.

The "**Software Package**" means 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 behalf of the user.

An "**Affiliate**" means any entity that either directly or indirectly (i) controls another entity, (ii) is controlled by another entity, or (iii) is under common control of several entities, where "control" means the ability to exercise a dominant influence over the management of the relevant entity, whether through direct or indirect ownership of more than 50 percent of the Company's assets, voting capital, by contract or otherwise.

I. SOFTWARE-TRIALS

1. Scope of application/subject matter of the contract, term

- (1) To the extent that Licensee has received new and/or enhanced features of the Software for testing purposes, the provisions of this Software Trials section shall apply.
- (2) The software provided by the Licensor for testing purposes is a so-called trial version of the software. These are versions provided to Licensee for testing and evaluation purposes. This is a software version that has not been released for official distribution/commercial use. In particular,
 - some functions of the software are still missing;
 - individual functions may not be fully implemented;
 - Aids such as e.g. stubs or mock objects;
 - tests of individual functions or the entirety of functions are still pending;
 - the absence of interruptions and availability are not yet fully guaranteed;
 - the documentation of the software may not yet be completed.
- (3) The Software is provided "AS IS" and "AS AVAILABLE". The software is still in a test state to be completed. The licensee must assume that not all product features of the intended full version are fully functional. The Licensee is aware that the Software is provided as a trial version without agreement on a condition or with the aforementioned negative characteristics. All information about the software, even if otherwise indicated, is therefore not binding. The Licensee has no claim that the task set by him can be solved with the trial version. In addition, there is no guarantee that functionalities contained in the trial version will also be included in a final version.
- (4) Regardless of its name, the use of the software is limited to the term specified in the offer or order. Unless a term is specified, the period for use is twenty-one (21) days. After the expiration of the term, the licensee is prohibited from continuing to use and use this functionality. The use is also subject to the following conditions.

2. Right of use:

The Licensor grants the Licensee a time-limited, personal, non-exclusive, non-transferable and non-sublicensable license for the internal use of the Software for the sole purpose of testing the Software for its function and to verify its suitability for internal business requirements. The commercial exploitation of the license as well as the provision of services is excluded. The term of the license begins on the day the license key is delivered to the licensee. This license may be terminated by the Licensor at any time in writing. Termination shall be effective automatically upon the occurrence of any of the following: (a) Licensee enters into a Software License Agreement, or (b) expires of the Term. The subsequent use of the functionality is prohibited by the licensee.

3. Restriction of use:

Parts of the full version of the software may be withheld or unusable. Remote access via the Internet may sometimes be required for software use. Full use of the Software may be restricted by technical safeguards. The software may not be used for commercial purposes. The Software may not be used in a production environment.

4. Disclaimer:

The software is provided free of charge for testing purposes only. In the absence of a purchase, work or rental contract, the respective regulations on warranty are excluded. In particular, the Licensor does not assume any liability for the copyright protectability, for the completeness and accuracy of the technical data and for the specific usability of the software for a specific purpose. The above exclusion of warranty does not apply to defects for which (a) the licensor has assumed a guarantee of quality, (b) in the event of the assumption of a procurement risk within the meaning of § 276 of the German Civil Code (BGB), (c) due to fraudulent concealment of a defect, (d) for damages resulting from culpable injury to life, limb or health, and (e) for damages resulting from a grossly negligent or intentional breach of duty.

5. Limitation:

The Licensor's liability for any damages, including lost profits, loss of data or other incidental or consequential damages, arising from the use of the software or the non-use of the software or the supplied data is excluded. The above exclusion of liability does not apply to damages (a) due to the assumption of a guarantee for the quality, (b) due to the assumption of a procurement risk within the meaning of § 276 BGB, (c) due to fraudulent concealment of a defect, (d) for damages resulting from culpable injury to life, limb or health, (e) due to violation of the Product Liability Act and (f) for damages, which are based on a grossly negligent or intentional breach of duty. The statutory restrictions pursuant to §§ 599, 600 BGB remain unaffected.

II. SOFTWARE LICENSE

1. Scope of application/subject of the contract:

- (1) The subject matter of the contract is either
 - the permanent transfer of the software in object code as a download against payment of a one-time fee (purchase), or
 - the temporary transfer of the software for use via the Internet, by way of Software as a Service ("SaaS"), against remuneration (rent).

The form of transfer in the individual case can be seen from the respective offer or order in conjunction with the product description (cf.

<https://raynet.de/ressourcen/produkt dokumentationen/>).

- (2) For service providers, the provisions of Chapter IV apply in addition. Licenses, i.e. the granting of rights of use that are not designated as a service provider license according to the offer or order, may not be used in accordance with the conditions in Chapter IV.

2. Right of use for the sale of software:

- (1) If the object of the contract is the permanent transfer of the software in object code as a download against payment of a one-time fee (purchase), the following terms and conditions regarding the rights of use apply.
- (2) The Licensor grants the Licensee a perpetual, personal, non-exclusive, non-sublicensable license for the internal use and installation of the Software upon full payment of the purchase price. The right of use differs according to device license, concurrent user license, number of employees or FTE license (Full Time Equivalent), depending on the individual agreement.
- (3) The license is non-transferable. This also applies to the Floating License Server License.
- (4) Licensee may not edit the Software.
- (5) Device License: The Device License entitles the Licensee to use the Software per licensed Device. The respective number of device licenses is listed conclusively in the offer or order.

- (6) Concurrent User License: The Concurrent User License entitles the Licensee to install the Software on any number of devices. However, it may not be used by several users at the same time, users can only access the software one after the other. A Concurrent User License can only be used in conjunction with a Floating License Server License. With the Concurrent User License, the Licensor grants the Licensee an unlimited, personal, non-exclusive right of use for the internal use and installation of the Floating License Server Software. The respective number of Concurrent User and Floating License Server licenses is listed conclusively in the quotation or order .
- (7) The FTE license entitles the licensee to use the software for any number of devices, which is calculated on the basis of its number of employees.
- (8) Licensee may install the Software only on its own devices or on devices of affiliated companies. The license granted to Licensee may be used by the Affiliates only to the extent that (a) the use is exclusively beneficial to the Licensee or the Affiliates, (b) the Licensee warrants that the use of the Software by the Affiliates will be in accordance with the terms of this Agreement, and (c) the Licensee designates the Affiliates to the Licensor in writing.
- (9) The Licensee may transfer the license from one device to another only under the condition that the licensed software is uninstalled on the first device. Licensee may transfer the license from one company to another within the affiliates only with the written consent of Licensor. The Licensor will not unreasonably withhold consent.

3. Right of Use for the Temporary Provision of Software ("Rental License"/"Subscription"):

- (1) If the subject matter of the contract is the temporary transfer of the software for use via the Internet, by way of Software as a Service ("SaaS"), or the temporary transfer of the software as a file for operation on the customer's own systems in return for remuneration (rental), the following terms and conditions regarding the rights of use shall apply.
- (2) The Licensor grants the Licensee a time-limited, personal, non-exclusive, non-transferable, non-sublicensable license for the internal use of the Software.
- (3) There is no physical transfer of the software in the case of SaaS services.
- (4) Licensee may not edit the Software.
- (5) Unless otherwise individually agreed between the Parties, the remuneration for the rental licenses granted will be determined based on the number of clients or employees of the Licensee or its Affiliates (Remuneration Metric). This does not apply to RayPack Studio.
- (6) Unless otherwise individually agreed between the contracting parties, the remuneration for the rental licenses granted for the use of RayPack Studio shall be calculated according to whether device licenses. The device license entitles the licensee to use the software per licensed device. The respective number of device licenses is listed conclusively in the offer or order or concurrent user licenses. The concurrent user license entitles the licensee to install the software on any number of devices. However, it may not be used by several users at the same time, users can only access the software one after the other. A Concurrent User License can only be used in conjunction with a Floating License Server License. With the Concurrent User License, the Licensor grants the Licensee a time-limited, personal, non-exclusive right of use for the internal use and installation of the Floating License Server Software. The respective number of Concurrent User and Floating License Server licenses is conclusively listed in the quotation or purchase order. (remuneration metric).
- (7) The duration of the limitation of the right of use is specified in the offer or order . The subscription is automatically extended for a further 12 months after the expiry of the agreed contract period, unless the subscription is terminated in writing to the Licensor with a notice period of three (3) months to the respective end of the contract. Project licenses with a term of less than 12 months are exempt from this regulation.

4. Restriction of Use/Ownership:

- (1) Licensee is prohibited from (a) making the Software available to any other person for use in a service company or similar facility; (b) sublicense, lend or otherwise make available the Software (except as expressly permitted in this Agreement); (c) disassemble, decompile, disassemble, technically reverse or modify the Software beyond the scope permitted by law, in particular pursuant to §§ 69d f. UrhG and § 3 para. 1 GeschGehG, or reverse engineer. The User is prohibited from intentionally or negligently circumventing technical measures to protect the Software. The provision of § 95a.4 UrhG remains unaffected.
- (2) The license may not be distributed or transferred to third parties.
- (3) Licensee may copy the Software for backup purposes, provided that Licensee complies with all copyright and similar legal notices. This does not imply a grant of use of the software. The software may be stored within backups for a maximum period of 10 years after the expiration of a temporary license.
- (4) The Licensor reserves all exclusive rights of use and other rights, title, interest and other intellectual property in the Software and Documentation, unless otherwise agreed.
- (5) Unless otherwise agreed, the Software is not designed or intended for high-risk use. Licensee agrees not to use the Software for or in connection with any high-risk use. High-risk uses are those uses that are highly likely to result in death or serious injury to persons, property or the environment in the event of a failure of the Software. High-risk uses take place in the following areas, for example: air transport or other types of passenger transport, motor vehicles, weapons systems, nuclear or chemical facilities and life support or implantable medical devices. Upon request, the Licensor will provide the Licensee with an assessment of the classification of the use of its Software in specific usage situations, free of charge.

5. Third-party software, open source and freeware:

- (1) Proper licensing for third-party software is the sole responsibility of Licensee. Raynet does not grant any rights to use third-party software.
- (2) The use of open source or freeware products made available in connection with the software is licensed under the terms of the applicable license agreement. Any use beyond this is not under the control of the licensor. Upon request of the Licensee to the Licensor, the Licensor will provide the respective terms and conditions free of charge. In this case, the Licensor is not responsible for the content of the Third-Party Sites, any links contained therein, changes or updates to the Third-Party Sites.

6. Maintenance

- (1) Upon purchase of a license and upon payment of a corresponding separate service fee, the licensee is entitled to technical support, including software corrections, modifications or maintenance of the software. The Maintenance Services shall be made available by the Licensor in accordance with the Maintenance Terms and Conditions valid at the time of conclusion of the contract or the most recently included/agreed with the Licensee (see <https://raynet.de/ressourcen/produktokumentationen/>) in accordance with the maintenance level booked by the Licensee. The booked maintenance level is named in the quotation or order.
- (2) The Maintenance Services shall be automatically extended for a further 12 months after the expiry of the Maintenance Agreement, unless the Maintenance is terminated in writing to the Licensor with a notice period of three (3) months to the respective end of the Maintenance. Project licenses with a term of less than 12 months are exempt from this regulation.
- (3) The license fees of a rental license include maintenance services of the booked maintenance level (see <https://raynet.de/ressourcen/produktokumentationen/>) for the term of the license.

- (4) The Maintenance Services do not include the software versions that the Licensor determines are a separate product or that the Licensor bills its customers additionally or separately.

7. Accounting obligation/audit:

The Licensee is obliged to keep separate accounts of its obligations in this Agreement. This obligation shall survive a period of one (1) year after the expiration of the applicable Rental License or the final and complete cessation of use of a Purchase License. The Licensor shall have the right to verify compliance with the terms of the Agreement, in particular the rights of use, and the accuracy of the accounting in connection with this Agreement vis-à-vis the Licensee during the term of the Lease License or the period of use of the Purchase Licenses and for a period of two (2) years after the expiration of the aforementioned dates. The Licensor must notify the Licensee of the verification in writing at least ten 10 working days in advance. For the purpose of verifying compliance with the contractual requirements, the Licensor shall have the right to enter the Licensee's business premises during normal business hours. In doing so, the Licensor shall take into account the legitimate interests of the Licensee, in particular confidentiality interests. An audit must be carried out in such a way that it does not affect the Contractor's business more than necessary and does not last excessively. The Licensor has the right to check the Licensee's accounts by a third party who is bound to secrecy, in particular an independent auditor. The licensee has the right to demand the execution by a third party who is obliged to secrecy. The Licensee shall provide appropriate assistance to the Licensor or the third parties engaged by the Licensor in the preparation and implementation of such audits, in particular by granting access to the relevant documents. The inspection of the books can be exercised a maximum of six months. The limitation does not apply if an incident gives concrete cause for a check. The costs of such an audit shall be borne by each party itself, and the costs for a third party bound to secrecy shall be borne by the licensor. If the audit reveals a discrepancy of five (5) percent or more between the inventory of software used and existing licenses, Licensee shall bear all costs of the audit process in addition to the costs of sublicensing and interest at the rate of nine (9) percentage points above the then-current base interest rate from the date of the respective sublicense. The Licensee reserves the right to prove that the Licensor has suffered no or significantly less damage. The licensor also reserves the right to claim the so-called copyright infringement surcharge (100% of the lost license fees) as well as other damages.

8. Contract Duration/Termination

The term of the rental license begins on the day the license key is delivered to the licensee. The Licensor shall be entitled to terminate the Agreement if (a) the Licensee fails to comply with the terms of payment despite prior reminder and setting a reasonable period of time and/or (b) defaults on the payment of two consecutive remuneration payments and/or (c) the Licensee fails to comply with the terms of this Agreement and the breach is not cured within ten (10) working days even after receipt of a written warning. remain unaffected.

9. Warranty on purchase licenses

- (1) The statutory provisions of §§ 433 et seq. of the German Civil Code (BGB) (claims for defects under sales law) shall apply to the rights of the licensee in terms of material defects and defects of title in the context of the unlimited transfer of the software (purchase), unless otherwise specified in this EULA.
- (2) Except as provided for in this paragraph, any claim by Licensee for defective software shall become time-barred one (1) year after the statutory limitation period begins. The suspension of expiry under Section 327u of the German Civil Code (BGB) and Section 445b (2) of the German Civil Code (statute of limitations for recourse claims in the supply chain) shall remain

unaffected in any case. In addition, the statutory warranty periods apply differently in the following cases:

- for claims pursuant to Section 438 (1) No. 1 of the German Civil Code (claims if the defect consists of a right in rem of a third party on the basis of which surrender of the purchased item can be demanded, or in another right entered in the land register);
 - if the Software is a newly manufactured item that is a work and/or an item that has been used for a work in accordance with its usual use and has caused its defectiveness;
 - if the Licensee's claims are based on an intentional and/or grossly negligent breach of contract;
 - in the case of fraudulent concealment of a defect;
 - when assuming a guarantee for the nature of the software;
 - when assuming a procurement risk within the meaning of Section 276 of the German Civil Code;
 - for claims for injury to life, limb and/or health;
 - for claims under the Product Liability Act;
 - for claims that fall within the scope of Section 478 of the German Civil Code (BGB) (special provisions for the entrepreneur's recourse in the case of a sale of consumer goods), unless (a) the defective software has been further processed by the licensee or another entrepreneur, for example by incorporation into another product; (b) the defective Software has been mixed, tightly connected or mixed with other items by Licensee or another contractor; or (c) the Software sold by the Licensor was not acquired by a consumer under a contract of sale.
- (3) The warranty is void or does not exist if (a) the Licensee changes the Software without the consent of the Licensor or has it changed by a third party, unless the Licensee can prove that the defect existed even without the change, (b) the Licensee does not use the Software in accordance with its intended purpose or improperly and an error occurs during this use, (c) problems or errors are caused by it, that the Software is used with programs or software products that have not previously been approved as compatible by the Licensor, (d) third-party software or open source software is not sufficiently licensed by the Licensee and Raynet is not responsible for this.
- (4) The Licensor warrants that the functioning of the delivered software at the time of delivery corresponds to the specification of the software product.
- (5) The Licensee must notify the Licensor in writing of obvious defects within a period of 7 calendar days from delivery or acceptance, hidden defects within 7 calendar days of becoming aware of them; otherwise, the assertion of warranty claims with regard to the defect that was not reported in time or not properly is excluded (§§ 377, 381 HGB). The software is then considered approved.
- (6) If a defect exists, the Licensor is entitled at its discretion to remedy the defect or to deliver defect-free software. If supplementary performance is impossible or disproportionate, he is entitled to refuse it. In this case, an appropriate reduction amount must be agreed or the licensee can – if the defect or breach of duty is significant – withdraw from the contract in accordance with the statutory provisions. The Licensor shall be entitled to make the subsequent performance owed dependent on the Licensee paying the remuneration due. However, the licensee is entitled to withhold a part of the remuneration that is appropriate in relation to the defect.
- (7) The Licensor does not warrant that the delivered Software will meet the Licensee's requirements unless otherwise agreed in advance. The Licensor does not warrant the operability of the Software in the Customer environment or the suitability of the Software for a

particular purpose, unless otherwise specified in the specification of the Software or between the parties.

- (8) Specifications specified in the specification of the Software or other documents do not constitute a warranty unless expressly designated as such.
- (9) If the licensee is entitled to compensation for damages or reimbursement of futile expenses on the basis of warranty, the licensee is subject to the following limitation of liability.

10. Warranty on rental licenses

- (1) The statutory provisions of §§ 535 et seq. of the German Civil Code (BGB) (claims for defects under tenancy law) shall apply to the rights of the licensee in terms of material defects and defects of title in the context of the temporary transfer of the software (rental), unless otherwise specified in this EULA. During the term of the contract, the Licensor shall guarantee that the contractually agreed quality of the leased property will be maintained and that no rights of third parties will stand in the way of the use of the leased property in accordance with the contract. The Licensor shall remedy any material and legal defects in the leased property within a reasonable period of time.
- (2) If a defect in the software becomes apparent in the course of the tenancy, if a measure is necessary to protect the leased property against an unforeseen danger or if a third party arrogates a right to the leased property, the Licensee must notify the Licensor of this immediately, but no later than within 3 working days, in writing, describing the more detailed circumstances of the defect. If the licensee fails to notify, he is obliged to compensate the licensor for the resulting damage. Insofar as the licensor was unable to remedy the situation as a result of the omission of the notification, the licensee is not entitled to assert the rights specified in § 536 of the Civil Code (in particular the reduction), to claim damages pursuant to § 536a (1) of the Civil Code, or to terminate the contract without a reasonable period of time for remedy pursuant to § 543 (3) sentence 1 of the Civil Code.
- (3) The landlord's strict liability for initial defects is excluded.

11. Obligations of the Licensee

- (1) The Licensee is obliged, in relation to its sphere, to prevent unauthorized access to the Software by third parties by taking appropriate precautions. To this end, Licensee shall, where necessary, advise its employees and customers of compliance with security measures and legal requirements.
- (2) The Licensee shall immediately notify the Licensor of any defects, malfunctions or damage to the Software that occur.
- (3) When reporting defects, malfunctions, errors or damages, Licensee shall describe and demonstrate to Licensor what the reported incident consists of, and Licensee shall provide Licensor with sufficient information to enable Licensor to re-enact or repeat the incident if possible. Furthermore, the Licensee must immediately follow the instructions of the Licensor and check and confirm his information in this respect.
- (4) In addition to the expressly mentioned cooperation services, the Licensee shall provide the cooperation services that are necessary and/or generally customary for the contractual provision of services by the Licensor. Insofar as cooperation services are owed and the necessary specification has not already been contractually made, the Licensor shall request these services from the Licensee with a reasonable lead time, stating the relevant framework conditions. In particular, the Licensee will:
 - provide all necessary information and data in a timely manner, in particular those from the sphere of the licensee,

- ensure that the information and data provided by him are correct. The Licensor will only check them for plausibility and point out any detected errors to the Licensee. The licensor does not have a further obligation to check and provide information,
 - inform the Licensor immediately in writing of any change that could affect the Licensor in the provision of its services,
 - provide all cooperation services free of charge, unless otherwise agreed in the individual case.
- (5) The services to be provided by the licensee are genuine obligations and not merely obligations. If the Licensor is of the opinion that the Licensee does not provide a cooperation or provision service incumbent on it or does not provide it properly, the Licensor shall inform the Licensee of this by setting a deadline. If the necessary cooperation or provision is not fulfilled even after the expiry of the grace period, the licensor is released from its respective obligation to perform to the exclusion of further legal consequences. In this case, the licensee remains obliged to pay the remuneration. Additional expenses incurred and proven by the Licensor shall be remunerated separately on the basis of the agreed conditions, without prejudice to further rights.
- (6) The Licensee remains solely responsible for maintaining the security of its IT environment, its working environment, its network and the applications it uses, as well as for backing up its data.
- (7) Licensee is solely responsible for, and is not entitled to, use Licensor's services in any of the following ways or for any of the following purposes:
- in a manner prohibited by law, regulation, directive, or governmental order or regulation, including, but not limited to, data protection, copyright and other freedom of information regulations and other regulations, such as commercial and accounting rules;
 - in a way that infringes the rights of any third party;
 - in any way that attempts to access or interfere with any services, devices, data, accounts, or networks without authorization;
 - in a way that distributes spam or malware;
 - to retrieve or distribute content that violates data protection, personal rights, copyright, youth protection or criminal law provisions;
 - to retrieve or disseminate offensive, defamatory, anti-constitutional, racist, violence-glorifying, sexist or pornographic statements, images or content;
 - to spread computer viruses or other malicious software.

If the Licensee violates any of the above provisions, the Licensor has an extraordinary right of termination for good cause. The Licensor reserves the right to assert damages in the event of termination.

- (8) In the event of suspicion or knowledge of improper use by a third party, the Licensee is obliged to report this to the Licensor immediately.
- (9) The Licensee undertakes to use the services of the Licensor exclusively in accordance with its intended purpose and only for its own business processes. He is not entitled to make the services made available to him available to third parties for use for payment or free of charge. The Licensee is responsible for all of its employees or other persons who use the services covered by the Agreement in its area of business.
- (10) The Licensee is obliged to report to the Licensor immediately any errors in the Licensor's services.
- (11) The Licensee will not use the services of the Licensor in an abusive manner.
- (12) The Licensor is entitled to temporarily interrupt the Licensee's user account (blocking of the systems) if there is sufficient suspicion of contractual and/or unlawful use by the Licensee, in

particular as a result of the warning of an allegedly injured party - unless this is manifestly unfounded - or as a result of investigations by state authorities. As far as possible, the blocking must be limited to the allegedly infringing content or action. The Licensee must be notified of the blocking immediately, stating the reasons, and requested to cease/remove the allegedly illegal use or to demonstrate and, if necessary, prove the legality. The blocking is to be lifted as soon as the suspicion has been refuted.

- (13) The Licensor is entitled to temporarily block the Licensee's user account if the Licensee is in arrears with the payment of the remuneration for booked, fee-based modules in whole or in part (defense of non-performance of the contract). The obligation to pay the contractually agreed remuneration is not affected by the blocking. The Licensor may make the reactivation of its services dependent on the settlement of all outstanding claims against the Licensee. Other rights remain unaffected by this regulation.

12. Restrictions for U.S. authorities

For U.S. government agencies as licensees, the following applies to the use of the Software: The Software is a Commercial Item(s) as defined in 48 C.F.R. Section 2.101 and consists of Commercial Computer Software ("Commercial Computer Software") and Commercial Computer Software Documentation as defined in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202. The manufacturer expressly reserves the right to change the software. Except as otherwise equivalent or greater, 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.

13. Export

Licensee may not export the Software to any country or use it in any manner prohibited by the export laws or other restrictions and regulations applicable at Licensor's registered office and Licensee's registered office, or the United States Export Administration Act (collectively, the "Export Laws"). If any part of the Software is identified as an element subject to export controls under export laws, Licensee represents and warrants that it is not a national or otherwise resident of a country to which a U.S. embargo has been imposed (e.g., Iran, Syria, Sudan, Cuba, North Korea) and that it is not prohibited under export laws to: own the Software; he assures that he is not an organization organized under the laws of these states or otherwise resident in them. All rights to use the Software are granted on the condition that the Licensee complies with the export laws and the rights are forfeited in the event of violation of such laws.

14. Company name

The licensor may use the licensee's company name in a customer list. The licensee has the right to object to the listing in the customer list at any time for the future.

III. PACKAGE STORE

1. Scope of application/subject of the contract:

- (1) Raynet grants the user/licensee access to the Package Store and the offered software packages via the Internet. The software allows the user/licensee to download ready-made software packages and distribute them to different hardware.
- (2) The rights to the third-party, open source software or freeware available in the software packages are governed by the license terms of the respective rights holders, which are acknowledged by the user/licensee by downloading and installing the software package. At the request of the Licensee, the Licensor will make the License Terms available free of charge. Access to the software alone does not entitle the user/licensee to use the third-party, open source software or freeware contained in the software packages. The user/licensee is expressly obliged to acquire the necessary rights of use/licenses from the respective manufacturers or their sales partners. The User warrants that he has sufficient rights of use of the Software Packages and shall prove this to Raynet without undue delay upon request, unless Raynet has no legitimate interest in this proof.
- (3) The user is not entitled to the provision of package content or versions that go beyond those offered.

2. Rights of use

- (1) Raynet grants Licensee a time-limited, personal, non-exclusive, non-exclusive, non-transferable, non-sublicensable right to access and use the Package Store. The Software may only be used within affiliated companies for internal use.
- (2) There is no physical transfer of the software or the package store.
- (3) The delivered software packages, scripts, documentation, installation routines, etc. may only be used in accordance with the respective terms of use of the included software products. At the request of the Licensee, the Licensor will make the License Terms available free of charge. Neither the complete software packages nor their components may be passed on to third parties.
- (4) Download and use of the individual software packages are only permitted if the user/licensee accepts the license conditions of the respective rights holder and the user/licensee has the corresponding necessary rights of use. Required license keys must be purchased by the user/licensee.
- (5) The software packages can be configured by the user – without prejudice to this, they are prohibited from being passed on to third parties.
- (6) Service providers may only use a software package purchased through the Package Store for a single end customer at a time. For another end customer, the same software package must be purchased again via the Package Store.
- (7) Maintenance services are not provided.
- (8) The duration of the limitation of the right of use is specified in the offer or order. The subscription is automatically extended for a further 12 months after the expiry of the agreed contract period, unless the subscription is terminated in writing to the Licensor with a notice period of three (3) months to the respective end of the contract. Project licenses with a term of less than 12 months are exempt from this regulation.

3. Restriction of Use/Ownership

- (1) User is prohibited from (a) making the Software available to others for use or use; (b) distribute, sublicense, transfer, loan, or otherwise make available the Software to any third party (except

- as expressly permitted in the Agreement); (c) not to disassemble, decompile, disassemble, technically reverse engineer or modify the Software beyond the scope permitted by law, in particular pursuant to §§ 69d f. UrhG and § 3 para. 1 GeschGehG, or to reverse engineer.
- (2) The user is prohibited from copying and modifying the software without authorization. The user is obliged to keep the software secure so that unauthorized access or unauthorized copying is prevented.
 - (3) The User is prohibited from intentionally or negligently circumventing technical measures to protect the Software. The provision of § 95a.4 UrhG remains unaffected.
 - (4) Rights of the user within the framework of § 69e UrhG remain unaffected. The rights of the user under §§ 69 d (2) and (3) UrhG also remain unaffected.
 - (5) Raynet reserves all exclusive rights of use and other rights, title, interest and other intellectual property in and to the Software and Documentation, unless otherwise agreed.

IV. SERVICE PROVIDER-LIZENZ

This chapter is in addition to the other terms of the EULA and describes the terms of use under which the Service Provider, hereinafter referred to as the Licensee, may provide services to End Users. Except as otherwise set forth in the following Terms, the provisions of this Chapter shall apply in addition to the EULA and not in lieu of the provisions of the EULA.

1. Licensing

- (1) In deviation from the provisions in No. II.2. and 3. of the EULA, the Licensee receives a different right of use in the following point if a Service Provider License has been obtained as shown in the offer or order.
- (2) The Licensor grants the Licensee a license to provide services to end users, i.e. a right of use for commercial use.

2. Right of use

In addition to provision II.2. and 3. of the EULA, the Licensee may use the Software within its own technical environment as well as in the environment of the End User to whom it provides services.

3. Restriction of use

- (1) In addition to provision II.4. Under the EULA, Licensee may use the Software only on computers, servers, and networks located at its own or End User's locations.
- (2) Once the service has been provided to Customer, the Software may not remain at Customer's site or on End User's systems. If the Software is installed on computers, servers, or networks that are not under the exclusive control of Licensee, Licensee must remove the Software entirely. The Licensee is not entitled to use the Software outside of its own environment or outside of the End User's environment.

4. Licensee's obligations

- (1) Licensee may not make any representations, warranties or warranties with respect to the specifications, functions, capabilities or otherwise about the Software that are inconsistent with those in the product description or promotional materials supplied by Licensor. In no event shall the Licensee be entitled to make any representations, warranties or guarantees on behalf of the Licensor.
- (2) The Licensee shall always represent and present the Licensor and the Software in a positive and professional manner. Without the express written consent of the Licensor, the Licensee is not

entitled to present the Software under a new brand, product name or similar. This applies in particular to reports, splash screens, documentation and any other form of representation of the Licensor's intellectual property.

- (3) The Licensee undertakes to enter into an agreement with the End User that is as suitable as this Agreement to ensure the protection of the Software. The Licensee shall immediately notify the Licensor of any infringement with respect to the rights of use of the Software. Licensee will enforce the terms of the Agreement with its End User in the same manner as it would with respect to its own intellectual property, but at least with the care customary in such matters. In any case, Licensor and Licensee will work cooperatively and in partnership to protect the rights of the Licensor in the event of infringement by the End User.

5. Support and maintenance

The Licensor shall provide support and maintenance services only to the Licensee and not to the End User.

6. Marketing and Brands

- (1) All marketing materials, demonstration copies of the Software, and other materials provided by Licensor to market the Products and Services shall remain the property of Licensor and shall be returned to Licensor within thirty (30) days upon termination or expiration of the License Term, unless they have been properly consumed prior to the Term of the Agreement.
- (2) Licensee may use Licensor's trademark in connection with the proper use of the Software. All representations of the trademark that the Licensee intends to use must comply with the Licensor's policies, which the Licensor will make available to the Licensee free of charge upon request. The Licensor has the right to refuse any use of its trademarks. Licensee will not use any of the Licensor's trademarks in conjunction with any other trademark. During the term of the contract, each party has the right to advertise the business relationship.

V. GENERAL REGULATIONS

1. Raynet Terms & Conditions

Raynet's General Terms and Conditions ("GTC") apply in addition. The T&Cs are transmitted by the Licensor free of charge at the request of the Licensee. If any provision of the T&Cs conflicts with the following provisions, the provisions of this EULA shall prevail. The precedence of individual agreements between the Licensor and the Licensee remains unaffected by this.

2. Liability for damages and expenses

- (1) In addition to the above provisions, the licensor's liability for damages and expenses shall be governed by the following provisions. Subject to a statute of limitations pursuant to Section II, Section 8 (2) of this EULA, the statutory provisions shall remain unaffected in all cases – even if this is not specifically mentioned below
 - according to § 327u BGB;
 - - according to § 445a BGB (recourse of the licensee to the licensor in the event that he has to bear expenses in relation to his customer in the context of supplementary performance according to § 439 para. 2 and/or para. 3 and/or para. 6 sentence 2 BGB and/or § 475 para. 4 BGB and/or due to violation of the update obligation according to § 475b para. 4 BGB);
 - according to § 478 BGB (special provisions for the entrepreneur's recourse in the case of a sale of consumer goods), unless (a) the defective software has been further

- processed by the licensee or another entrepreneur, for example by incorporation into another product; (b) the defective Software has been mixed, tightly connected or mixed with other items by Licensee or another contractor; or (c) the Software sold by the Licensor was not acquired by the Consumer pursuant to a contract of sale; as well as
- the obligation of the licensor to bear the expenses required for the purpose of subsequent performance pursuant to Section 439 (2) and/or (3) of the German Civil Code (BGB) as well as expenses pursuant to Section 439 (6) sentence 2 of the German Civil Code (BGB), provided that the software sold by the Licensor is a newly manufactured item, whereby such a claim presupposes that the claim for subsequent performance pursuant to Section 439 (1) of the German Civil Code is not time-barred in accordance with these Terms of Sale.
- (2) The Licensor's liability for damages or futile expenses of the Licensee only occurs if the damage or the futile expenses
 - caused by culpable breach of an obligation, the fulfilment of which is essential for the proper performance of the contract in the first place and on the fulfilment of which the licensee may regularly rely (material contractual obligation), or
 - are due to a grossly negligent or intentional breach of duty.
 - (3) If the Licensor is liable for the breach of a material contractual obligation, its liability for damages is limited to the damage that is foreseeable, typically occurring at the time of conclusion of the contract.
 - (4) The above limitations of liability in this paragraph do not apply to liability (a) under the Product Liability Act, (b) for assuming a guarantee for the quality of the software, (c) for assuming a procurement risk within the meaning of § 276 of the German Civil Code, (d) for fraudulent concealment of a defect, (e) for damages resulting from culpable injury to life, limb or health, and (f) for damages, which are based on a grossly negligent or intentional breach of duty.
 - (5) Except for liability (a) under the Product Liability Act, (b) for assuming a guarantee for the quality of the software, (c) for assuming a procurement risk within the meaning of Section 276 of the German Civil Code (BGB), (d) for fraudulent concealment of a defect, (e) for damages resulting from culpable injury to life, limb or health, and (f) for damages based on a grossly negligent or intentional breach of duty, an obligation to pay damages from the delivery of used software is excluded.
 - (6) The licensee's obligation to mitigate damages pursuant to Section 254 of the German Civil Code (BGB) remains unaffected. Any agreement between the Licensee and its customers that aggravates the legal liability of the Licensee to its detriment constitutes a violation of this obligation to mitigate damages and leads to the exclusion of a claim for compensation against the Licensor to the extent that the legal liability of the Licensee has been aggravated to its disadvantage.
 - (7) The Licensor shall be obliged to pay damages for the breach of the contractual and/or pre-contractual obligations incumbent on the Licensee exclusively in accordance with the provisions of this EULA. Any recourse to competing bases of claims, e.g. fault at the conclusion of the contract pursuant to Section 311 (3) of the German Civil Code, positive breach of contract pursuant to Section 280 of the German Civil Code (BGB) or due to tortious claims pursuant to Section 823 of the German Civil Code (BGB) is excluded. Insofar as liability for damages vis-à-vis the Licensor is excluded or limited, this shall also apply with regard to the personal liability of its organs, employees, employees, representatives and vicarious agents.
 - (8) The foregoing provisions in this paragraph are subject to
 - § 327u BGB;

- Section 445a of the German Civil Code (recourse of the licensee to the licensor in the event that the licensee has to bear expenses in relation to its customer in the context of subsequent performance pursuant to Section 439 (2) and/or (3) and/or (6) sentence 2 of the German Civil Code (BGB) and/or Section 475 (4) of the German Civil Code (BGB) and/or due to violation of the obligation to update pursuant to Section 475b (4) of the German Civil Code);
 - Section 478 of the German Civil Code (BGB) (special provisions for the entrepreneur's recourse in the case of a sale of consumer goods; however, the provisions of Section 478 of the German Civil Code do not apply if (a) the defective software has been further processed by the licensee or another entrepreneur, for example by incorporating it into another product; if (b) the defective software is mixed with other things by the licensee or another entrepreneur, is firmly connected or mixed; or if (c) the Software sold to us by Licensor is not acquired under a contract of sale); and subject to
 - the expenses to be borne by the licensor for the purpose of supplementary performance pursuant to Section 439 (2) and/or (3) of the German Civil Code (BGB) as well as expenses pursuant to Section 439 (6) sentence 2 of the German Civil Code (BGB), provided that the software sold by the Licensor is a newly manufactured item,
 - also for claims by the licensee for reimbursement of expenses.
- (9) The Licensor does not assume any contractual indemnification obligations towards the Licensee. The Licensor shall indemnify the Licensee against claims by third parties at the request of the Licensee and instead of payment to the Licensee only to the extent that the Licensee would have its own claim for damages against the Licensor on the basis of the provisions made in this EULA.

3. Indemnification obligation of the licensee; Refraining from violating the law

- (1) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, effects thereof, losses, damages (e.g., for reimbursement of the costs of a warning) and/or expenses arising out of (a) any breach of the terms of this Agreement by Licensee or its End Users, (b) any warranty or representation by Licensee without Licensor's written consent, (c) any other act or omission Licensee in connection with the marketing or provision of the Software under this Agreement, or (d) any infringement of any third party rights. The indemnification obligation applies only to the extent that the licensee, or a person whose fault he is responsible for according to the statutory provisions, is responsible for the act triggering the liability. The indemnification obligation also does not apply if the licensor had previously been positively aware of the infringement and would have had the opportunity to remedy it. The Licensor is entitled to take appropriate measures to defend itself against claims by third parties or to pursue its rights. The indemnification also includes the reimbursement of reasonable costs incurred or will be incurred by the Licensor as a result of the prosecution/defence.
- (2) However, the Licensor undertakes to coordinate with the Licensee on its course of action. He shall immediately inform the Licensee of any such use by third parties.
- (3) The Licensee undertakes to refrain from any fraudulent, misleading or illegal act that may cause damage to the Licensor or the Software. It agrees to comply with all laws and standards applicable to it and the end customer (including data protection, privacy, import and export compliance provisions and regulations) in connection with its performance under this Agreement.

4. Secrecy

- (1) Unless Raynet has entered into a separate confidentiality agreement with you that also relates to the subject matter of the contract, the following provisions of this section shall apply.
- (2) The parties, i.e. licensors and licensees, undertake to treat confidentially the trade secrets, information and knowledge that one party has acquired from the other party on matters - such as technical, commercial or organizational matters - made available to them under this Agreement under this Agreement and for a period of 5 years after the termination of this Agreement agreement not to exploit for one's own purposes or to make it available to others. Any use of such trade secrets and other confidential information is limited solely to use within the scope of this Agreement. The parties will protect the confidential information received from unauthorized access and treat it with the same care that it applies to its own equally confidential information, but at least the diligence of a prudent businessman.
- (3) There is no obligation of confidentiality with regard to information that:
 - which a party has lawfully received or is receiving from a third party,
 - were already generally known at the time of conclusion of the contract or subsequently became generally known without breach of a confidentiality obligation, and/or
 - independently of the receiving party.
- (4) Confidential information and trade secrets may not be disclosed by the receiving party without the prior written consent of the disclosing party. Disclosure is permissible regardless of the written consent of the disclosing party if it is made on the basis of mandatory statutory provisions, official orders or legally binding court decisions. The Receiving Party will promptly notify the Disclosing Party of the Disclosure to the extent permitted by law.
- (5) Confidential information and trade secrets that have been disclosed to the receiving party or have otherwise come into the possession of the receiving party must be destroyed by the receiving party upon termination of the contract. However, the receiving party shall be entitled to retain confidential information and trade secrets, or copies thereof, provided that:
 - the law applicable to them allows or requires retention in order to comply with legal obligations; or
 - Routinely make backup copies of electronically exchanged confidential information and trade secrets.

However, unless longer periods are stipulated by law, the Confidential Information and Trade Secrets may be retained for a maximum of ten (10) years from the termination of the Agreement. The above right of retention does not give rise to a right of disclosure to third parties.

5. Venue

If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the state courts responsible for 33100 Paderborn have exclusive jurisdiction for disputes arising from this agreement. However, Raynet is also entitled to bring an action at your general place of jurisdiction in all cases. Overriding statutory provisions, in particular on exclusive competences, remain unaffected.

This does not apply if you have your principal place of business in the United States of America. Chicago, IL, USA shall then be the exclusive place of jurisdiction. Overriding statutory provisions, in particular on exclusive competences, remain unaffected.

6. Governing Law

This EULA and the entire legal relationship between us and you shall be governed by the laws of the Federal Republic of Germany to the exclusion of the provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

This does not apply if you have your principal place of business in the United States of America. Subsequently, this EULA and the entire legal relationship between us and you shall be governed by the laws of the State of Illinois, U.S.A., excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

7. Language versions

This document is the English translation of the original Document that is in German language. The original document can be found on our website and shall be the legally binding document for business relationships under the governing law of the Federal Republic of Germany.

The original EULA document in German language can be provided on demand at no charge.