END USER LICENSE AGREEMENT

– Terms and Conditions –

PREAMBLE

This End User License Agreement and its Terms and Conditions (these "Terms") shall apply to all Orders for, and use of, software products and related services of TECHNIA by a customer (hereinafter "Licensee"). For Orders facilitated through a VAR, the VAR shall also be deemed a party to the agreement. These Terms apply to certain software products that TECHNIA distributes directly and indirectly (hereinafter "Licensed Programs") and to certain services relating to these Licensed Programs. In addition to the General Provisions of this Agreement (Part I), the specific provisions of the specific parts (Parts II - IV) apply to the individual Licensed Programs.

Part I: General Terms

1. Definitions

As utilized within these Terms, the following definitions and specifications shall apply:

Agreed geographic limits means the geographic boundaries of the country in which Licensee has its Main Location in accordance with the Order Form, unless the parties have explicitly agreed in writing different geographic boundaries for the use of the Licensed Programs.

Agreement means an Order Form under which Licensee orders the Licensed Programs, these End User License Terms and Conditions, including applicable annexes and the associated offer. The order of hierarchy among the documents and terms comprising the Agreement is set forth in Section 16 below.

ALC (or Annual License Charge) is the recurring annual remuneration for maintenance and support services for a Licensed Program.

Authorised Remote Access means the use of a Licensed Program by Users from outside the local network within which a Licensed Program is installed and which is made possible by access via Licensee's systems. Authorised Remote Access is subject to these Terms.

Concurrent License means a license key for the Licensed Program that allows the Licensed Program to be used within a network.

Designated Device is the central processing unit or workstation (computer or PC), which is appointed by Licensee with a target ID and location of installation when Licensee requests the necessary license key.

Documentation is the application documentation in any form or medium as provided by TECHNIA for use in connection with the Licensed Program.

Effective Date of the Agreement is the date on which TECHNIA confirms acceptance of an Order to Licensee or a VAR, unless Licensee and TECHNIA explicitly agree in writing on a different date to serve as the Effective Date of the Agreement.

Error is a material malfunction of a Licensed Program service described in the Licensed Program documentation, reported by the Main Location and reproducible by TECHNIA.

HLC (Half-Yearly License Charge) is a one-time remuneration for the 6-month limited license of a Licensed Program, including maintenance and support services during this period.

License means the right to use a Licensed Program within the agreed geographical limits and within the specified license type - nodelock, concurrent, number of Workstations or number of Users - and number of permitted licenses/Users.

Licensed Programs are (i) data processing software products, ordered based on a quotation consisting of a series of instructions or databases in machine-readable form, and (ii) the associated documentation.

Main Location is the location specified on the order by Licensee, through which all deliveries and support services are made available. It can be changed following a written notification either to TECHNIA or the VAR and with the agreement of TECHNIA.

Nodelock License means the right to use a license key that allows computer-bound use of a Licensed Program within the agreed geographical limits.

Offer is the last written offer from TECHNIA or the VAR containing features and prices for a Licensed Program based on which Licensee orders the Licensed Program.

Order means the TECHNIA order document signed by Licensee with which Licensee orders a Licensed Program. Order documents issued by Licensee (e.g., SAP orders from Licensee's system) shall be binding only with the explicit written consent/order acceptance of TECHNIA. Platform means the information technology basis, provided by Licensee or a third party on which the Licensed Programs can be performed (e.g. hardware architecture, operating systems, programming languages and environments).

PLC (Primary License Charge) refers to the one-off remuneration for the indefinite licence of a specific release of a licensed program.

QLC (Quarterly License Charge) is a one-time remuneration for the 3-month limited license of a Licensed Program, including maintenance and support services for this period.

Release means a periodic update of the same version of a Licensed Program if and to the extent that is generally available on the market.

Service Package means a periodic delivery of a Licensed Program that includes the correction of errors for an approved release, if and to the extent that it is made generally available on the market. Supplement means a contractual document containing amendments or additions agreed between the parties.

Support Services means the maintenance and support services as defined in this General Part and the applicable specific part for a Licensed Program.

Start date of support services in the PLC/ALC pricing structure for each Licensed Program is the first day of the following month after the Effective Date of the Agreement, unless Licensee and TECHNIA explicitly agree in writing on a date other than the start date.

TECHNIA refers to any domestic or foreign company within the Product Lifecycle Management division of Addnode Group AB.

User means employees of Licensee and Licensee's supplier who, taking into account objective criteria relating to the use of the Licensed Program, may be considered as employees of Licensee, who access Licensee's Designated Devices and the Licensed Programs installed there and work exclusively for Licensee's internal purposes.

VAR (Value Added Reseller) means a distributor who has entered into a General VAR Agreement (GVA) with TECHNIA and which is stated in the offer for a Licensed Program to Licensee.

Virtual Machine is a simulated operating system or runtime environment for software programs within a computer or a Designated Device.

Workstations are the computers, including Virtual Machines, on which a Licensed Program may be used simultaneously.

YLC (Yearly License Charge) means a recurring payment for the temporary provision of a Licensed Program for the duration of the Agreement, including maintenance and support services.

2. Subject of the contract, Contracting Party

(1) Subject to the terms and conditions set forth in these Terms, TECHNIA provides Licensee with the Licensed Program specified in the Order. Further, TECHNIA shall provide the maintenance and support services defined herein with respect to the Licensed Program.

(2) Unless expressly stated otherwise in the Agreement, or unless Licensee and TECHNIA have expressly agreed otherwise in writing, the contracting party to an Order is the TECHNIA company stated on the Order, and which provides the Customer with the information and Order documents which are decisive for the conclusion of the contract.

(3) The Source Code of a Licensed Program shall not be included in any right granted to Licensee and shall not be provided to Licensee.

(4) The performance and other specifications or standards of the Licensed Program shall be as set forth in the performance specification of the associated Offer, made available to Licensee prior to the conclusion of the Agreement. In addition, the performance specification of the associated application documentation shall apply. TECHNIA does not owe any further quality of the Licensed Program. Licensee may not derive such an obligation, in particular stemming from the presentations of the Licensed Program in public statements or in the advertising of TECHNIA and/or the respective manufacturer, as well as its employees or sales partners or VARs, unless TECHNIA has expressly confirmed an additional specification in writing.

3. Scope of use

(1) Depending on the selected license type - nodelock, concurrent, Workstations or number of Users – Licensee is entitled to use the Licensed Program in the amount of the respective purchased number, but only within the geographical limits set forth in the applicable Order document. Without explicit agreement, the right of use is granted only for the country in which Licensee's Main Location is located. The right of use may only be exercised by Users within the agreed geographical limits.

(2) Licensee is entitled to grant Authorised Remote Access if the following conditions are fulfilled:

    i) Authorised Remote Access is performed by Users within the meaning of these Terms,

    ii) from a location within the Agreed geographical limits, and

    iii) for the internal purposes of Licensee only.

(3) For the purposes of these Terms, Virtual Machines are also considered to be stand-alone Workstations or computers.

(4) In all other respects, the scope of use is determined according to the price structure chosen by Licensee in accordance with the following regulations:

i) PLC/ALC pricing structure

If the PLC/ALC pricing structure is chosen, TECHNIA grants Licensee a non-exclusive, non-transferable right unlimited in time to use the Licensed Program solely for Licensee's internal business operations and in the version in force on the Effective Date of the Agreement - subject to payment of PLC. Licensee can make use of support services subject to the payment of ALC. The support services applicable to each Licensed Program are defined in the section 6 and the specific provisions of Parts II - IV of these Terms applicable to that Licensed Program.

ii) YLC pricing structure

If the YLC pricing structure is chosen, TECHNIA grants Licensee a non-exclusive, non-transferable right of use of the Licensed Program solely for Licensee's internal business operations, limited to the duration of the respective rental period, subject to payment of YLC. The YLC also includes support services. The support services applicable to each Licensed

Program are defined in Section 6 and the specific provisions of Parts II - IV of these Terms applicable to that Licensed Program.

iii) HLC or QLC pricing structure

If the HLC or QLC pricing structure is chosen, TECHNIA grants Licensee, subject to payment of HLC or QLC, a non-exclusive, non-transferable right of use of the Licensed Program, solely for Licensee's internal business operations, limited to a period of 6 months for HLC and 3 months for QLC. HLC and QLC also include support services. The support services applicable to each Licensed Program are defined in the section 6 and the specific provisions of Parts II - IV of these Terms applicable to that Licensed Program.

(5) Licensee may use a Licensed Program only for the purpose of conducting its internal business transactions. In particular, the following uses shall only be allowed after prior written approval by TECHNIA, in its sole discretion:

i) a data centre operation for third parties,

ii) the temporary provision of the Licensed Program (e.g. as Application Service Providing) to third parties,

iii) the use of the Licensed Program for the training of persons who are not employees of Licensee, or

iv) the use of the Licensed Program to develop derivative products or any software applications derived from or based on the Licensed Program for use by third parties or for distribution to third parties in whole or in part, in stand-alone operation or as a component, irrespective of the manner of distribution.

Commercial subletting or sublicensing of the Licensed Program is prohibited.

(6) Third parties within the meaning of these Terms include companies,

i) in which Licensee holds a direct or indirect interest, irrespective of the amount of the interest, or

ii) which hold an interest in Licensee, irrespective of the amount of the interest, or

iii) which are under the uniform management of another company together with Licensee.

(7) Copies of the Licensed Program are only permitted insofar as necessary for the contractually permitted use. Back-up copies on movable data carriers must be marked as such and marked with the copyright notice of the original data carrier.

(8) Licensee is only authorised to make changes, extensions and other revisions to the Licensed Programs to the extent permitted by law and these Terms. Licensee shall not remove any errors directly or by third parties until first allowing TECHNIA an attempt to remove the error. Notwithstanding the foregoing or any other term herein, Licensee shall promptly inform TECHNIA of any changes implemented by or on behalf of Licensee and all ownership rights of such changes shall be deemed and are hereby assigned to TECHNIA; under no case shall Licensee be entitled to its own rights of use and independent exploitation.

(9) Except to the extent permitted under these Terms or as may be required by law, Licensee shall not actually nor seek to reverse engineer nor decompile the Licensed Program, without the express prior written consent of TECHNIA, and only subject to TECHNIA has not provided the necessary data and/or information to establish interoperability with other hardware and software after written request with a reasonable period of time.

(10) If TECHNIA provides Licensee with additions (e.g., patches, additions to the user manual) or a new edition of a Licensed Program (e.g., update, upgrade) which replace previously provided Licensed Programs within the scope of rectification or support services, these shall be subject to the provisions of these Terms. The rights of Licensee under an Order shall automatically and immediately expire with respect to any previous version(s) of the Licensed Program as soon as

Licensee uses a new version of the Licensed Program for its intended use, i.e., beyond testing and implementation. A new release of the Licensed Program shall only be considered a new version, (as opposed to merely an update) in the sole discretion of, and notification thereof by, TECHNIA.

4. Delivery

(1) TECHNIA or the VAR shall make the Licensed Program available to the Licensee electronically, unless the parties have expressly agreed otherwise in writing. If not stated otherwise in writing, TECHNIA shall provide the customer with detailed information how to obtain the specific Licensed Program as well as any corresponding information, e. g., password, user or additional instructions. The specific provisions of the specific parts (Parts II - IV) shall prevail.

(2) It is the responsibility of Licensee to duly execute the given instructions in order to receive the Licensed Software and the related items.

5. Prices and terms of payment, maintenance and rental periods

(1) Licensee is obliged to pay the agreed remuneration consistent with the applicable Order. Payment of the agreed remuneration grants Licensee the rights according to the chosen price structure.

(2) The remuneration is payable to TECHNIA or, if applicable, the VAR, without deduction within 30 days after invoicing, unless alternative terms have been agreed upon in the applicable Order.

(3) The following terms shall govern according to the respective pricing structure chosen by Licensee in the applicable Order:

i) PLC/ALC Pricing Structure, maintenance period

The PLC is a one-off payment for the right to utilize the Licensed Program in accordance with Part I Section 3 Para. (1) and Para. (4) No. i).The PLC is due upon invoice on the Effective Date of the Agreement.

The ALC is a recurring remuneration for support services under an Order for a period of 12 months, with each 12-month period referred to as a maintenance period. The first maintenance period begins with the start date of the support services. The maintenance period shall be automatically extended for another 12 months unless access to support services is terminated in accordance with the provisions of these Terms. TECHNIA shall be entitled to determine the beginning of subsequent maintenance periods at its reasonable discretion in consideration of the Start date of support services, unless Licensee expressly objects in writing thereto. The ALC is due and invoiced in advance at the beginning of each maintenance period.

ii) YLC Pricing Structure, rental period

The YLC is a recurring fee for the temporary right to utilize the Licensed Program including support services in accordance with Part I section 3, Para.(1) and Para.(4) No. ii). The YLC shall include a 12 month term and shall automatically renew for subsequent 12-month terms, with each 12-months term referred to as rental period, unless terminated in accordance with the terms of the applicable Order or these Terms. The YLC shall be invoiced in advance and immediately due at the beginning of each rental period. Unless otherwise agreed by the parties, the license term becomes effective on the day of order confirmation by TECHNIA.

iii) HLC or QLC Pricing Structure, fixed rental periods

The HLC or QLC is a one-off payment for the temporary right to utilize the Licensed Program including support services in accordance with Part I section 3 Para. (1) and Para.(4) No. iii) for a fixed rental period of 6 months with HLC or 3 months with QLC. The HLC and QLC are due and invoiced in advance at the beginning of the rental period. Unless otherwise agreed by the parties, the license term becomes effective on the day of order confirmation by

TECHNIA. Unless otherwise agreed by the parties, the fixed rental period becomes effective on the day of order confirmation by TECHNIA.

(4) In the event of excess use of a Licensed Program without TECHNIA's consent, Licensee shall be liable for and shall pay for said excess use according to the list price of TECHNIA valid at that time, in addition to be liable for any other remedies TECHNIA may have under these Terms or applicable law.

(5) All prices are exclusive of applicable taxes, including but not limited to any statutory value-added tax. Licensee is responsible for all taxes, except for taxes based on the net income of TECHNIA or VAR.

(6) If different Licensed Programs are subject of an Order and there are different maintenance or rental periods, TECHNIA may determine a uniform period for Licensee's Licensed Programs concerned. If a VAR is part of the agreement, this applies accordingly to the VAR.

(7) TECHNIA is entitled to adapt the applicable ALC or YLC to changing market conditions or production costs. A price adjustment may occur once per maintenance or rental period at the maximum and takes effect at the beginning of the next period. The amount of an adjustment may be based, among other considerations, on country specific price indices. TECHNIA informs Licensee in written form about the price adjustment at least 2 months before the price adjustment becomes effective. Licensee's right to terminate the agreement in accordance with Part I Section 7 remains unaffected.

6. Maintenance and Support Services

(1) Support for the Licensed Programs shall be provided by TECHNIA as follows, subject to timely receipt of payment by TECHNIA of the applicable remuneration:

i) During each respective maintenance or rental period Licensee shall be permitted to use the new service packages and releases for the Licensed Programs. These are available for download commensurate with the Licensed Programs.

ii) In the PLC/ALC and YLC pricing structures, Licensee may report errors in a release to TECHNIA for a period of at least 12 months from the time a release is published, or if a VAR is Licensee's primary point of contact, then Licensee shall report said errors to the VAR, who shall forward the information to TECHNIA. TECHNIA shall endeavour to address reported errors in follow-up service packages or releases.

iii) During designated service hours the system administrators of Licensee may request support services from TECHNIA by phone and email. The designated service hours are published at the TECHNIA website. Support services include installation support for the Licensed Programs, but excluding configuration services, training, on-site service and implementation (including implementation of third-party software).

iv) License key generation for hardware replacement and hardware defects.

TECHNIA may provide additional support services for Licensed Programs in accordance with the applicable specific part of the EULA.

(2) Support services are limited to the Main Location. The actual implementation or usage of the recommended support services is the responsibility of Licensee.

(3) TECHNIA provides support services for a Licensed Program on Licensee's current platform as of the Effective Date of the Agreement, however, TECHNIA may limit support services on certain platforms in connection with new versions of the Licensed Program or if a platform, hardware or other software is no longer supported by its manufacturer. If a VAR facilitated the sale of a Licensed Program license, Licensee shall look solely to the VAR for the provision of support services.

(4) The support services are available for the applicable maintenance or rental period, provided that Licensee has paid the agreed remuneration for the respective period. Unless the parties have agreed otherwise in writing, the periods shall be determined as defined in section 5 above.

(5) If a VAR is a party to the Agreement, the VAR shall provide the support services. The paragraphs (1) to (4) shall apply accordingly.

7. Duration and Termination

(1) An Order, and therewith this Agreement, shall become effective with the acceptance of the Order form by TECHNIA and shall continue in accordance with the applicable terms set forth herein, unless otherwise set forth within these terms or agreed by Licensee and TECHNIA in writing. Depending on the chosen pricing structure, an Order may be terminated by Licensee or TECHNIA according to the following provisions. If a VAR is a party to an Order, the VAR shall also receive notice of the termination. A party's right of termination without notice for good cause afforded hereunder, in particular in commencement of insolvency proceedings or a significant delay in performance, remains unaffected.

    i) Termination in case of PLC/ALC Pricing Structure

    Licensee may terminate support services relating to all Licensed Programs under an Order effective at the end of the respective maintenance period; a partial termination of only a portion of Licensed Programs under an Order, if there are more than one, shall not be permitted. Notice of the termination is to be provided in writing at least one month before the end of the maintenance period. On termination, Licensee shall no longer be entitled to support for the Licensed Program(s). Upon termination, Licensee will receive the license key that enables him to exercise his permanent right of use ("release key"). Part I section 12 of these Terms applies accordingly. All other license keys are to be deleted by Licensee. The deinstallation must be confirmed in writing to TECHNIA.

    ii) Reduction of the active license stock with PLC/ALC Pricing Structure

    If Licensee has more than one license for a Licensed Program and Licensee only wants to terminate the support services for a portion of its licenses, Licensee shall reduce its active license stock by requesting a corresponding release key for the number of licenses for which support services are to be cancelled. With regard to the form and period of the reduction, Part I section 7 Para. (1) No. i), shall apply accordingly. Licensee shall immediately delete the license key for the reduced licenses. The deinstallation must be confirmed in writing to TECHNIA.

    iii) Termination with YLC Pricing Structure

    Licensee may terminate an Order for a Licensed Program, including support services for a Licensed Program, effective at the end of the respective rental period. Termination must be made in writing at least one month before the end of the current rental period. At termination, Licensee shall no longer be entitled to use the Licensed Program, nor receive support and other services related to the Licensed Program. The license key must be deleted. The deinstallation must be confirmed in writing to TECHNIA. Part I Section 7 Para (1)(1) No. ii) is applicable insofar as Licensee can reduce the number of licences with effect for the next rental period.

(2) TECHNIA may terminate any Licensee agreement at any time, with six months' notice effective at the end of the month. Notice of termination shall be given in writing. Prepaid ALC or YLC will be refunded to Licensee on a pro-rated basis.

(3) The VAR may cease to be party to these Terms effective at the end of the maintenance or rental period. Termination must be declared in writing to Licensee and TECHNIA at least three months

before the end of the respective maintenance or rental period. Termination by VAR does not terminate the relationship between Licensee and TECHNIA.

8. Installation, training, maintenance

(1) Installation instructions for a Licensed Program shall be provided within the application documentation, including specifications regarding hardware and software requirements to run software; Licensee shall be solely responsible for its own hardware and software necessary to support the Licensed Program. At the request of Licensee, TECHNIA will install the Licensed Program for an additional fee.

(2) Unless otherwise agreed in writing between the contracting parties, TECHNIA can provide instruction and training pursuant to a separate agreement and additional fee(s).

(3) Maintenance of the Licensed Program (Support Services) is governed by Part I section 6 and the specific provisions of Parts II - IV of these Terms applicable to each Licensed Program. Unless the parties specify otherwise, it begins with the start date of the support services. Claims for defects are not affected by the support services.

9. Protection of the Licensed Program and Application Documentation

(1) Unless Licensee is explicitly granted rights under these Terms or otherwise explicitly provided for in an Order, all rights to the Licensed Programs and any modifications prepared by or on behalf of Licensee, derivative works and any associated documentation (and all copies made by Licensee), including but not limited to copyright and patent rights to or for inventions and technical property rights, are and shall remain the exclusive property of TECHNIA. The ownership of Licensee in the respective data carriers (i.e., storage device) of such copies remains unaffected.

(2) Licensee will keep the Licensed Program carefully to prevent misuse and will make the Licensed Program accessible to third parties only with the prior written consent of TECHNIA. Licensee's Users are not considered third parties. Section 10 remains unaffected.

(3) Licensee shall not change or remove copyright notices, marks and/or control numbers or control marks.

(4) Licensee shall keep a record of the copies of the Licensed Program made by or for Licensee on data carriers and of their respective whereabouts and provide TECHNIA with said information and make available for inspection upon request.

(5) No data carriers, memory or other hardware on which the Licensed Program has been stored (in whole or in part, unchanged or modified) shall be released or fall outside the control of Licensee without the Licensed Program being completely and permanently deleted beforehand.

10. Transfer

(1) Licensee may only transfer the Licensed Programs to third parties with the complete cessation of its own use. The temporary transfer of a Licensed Program to a third party, whether for a fee or free of charge, is prohibited, irrespective of whether a Licensed Program is transferred in physical or nonphysical form.

(2) The transfer of the Licensed Program as well as the associated documentation requires the written agreement by TECHNIA; by way of example, consent shall not be provided if the following requirements are not met:

    i) Licensee assures TECHNIA in writing that all original copies of the Licensed Program and the corresponding documentation have been transferred to the third party and all copies have been deleted, and

    ii) the third-party transferee agrees in writing to be bound by all applicable terms of use and transfer required by TECHNIA.

11. Obligations of Licensee to cooperate and provide information

(1) Licensee has been provided adequate opportunity to research the functionality of the Licensed Programs and make all inquiries in such regard; moreover, competent representatives of Licensee have become familiar with the essential functional features of the Licensed Program and Licensee bears the risk of whether these meet its needs.

(2) The setup of a functional hardware and software environment for the Licensed Program, which is sufficiently dimensioned taking into account the additional load of the Licensed Program, is the sole responsibility of Licensee. This also applies to new editions of the Licensed Program made available in the context of support services.

(3) Licensee shall comply with the instructions given by TECHNIA for the installation and operation of the Licensed Program. Licensee shall stay updated at regular intervals on the websites accessible via the Internet at www.technia.com about current information and take this into account during operation.

(4) To the extent TECHNIA is responsible for further obligations to Licensee for services beyond the provision of the Licensed Program, Licensee shall provide reasonable cooperation free of charge to the extent necessary, e.g. by providing employees, workspaces, hardware and software, data and telecommunications equipment.

(5) Licensee shall grant TECHNIA access to the Licensed Program for troubleshooting and debugging, either directly or by remote data transmission, subject to Licensee's reasonable discretion. TECHNIA is entitled to verify that the Licensed Program is being and has been used in accordance with these Terms. For this purpose, TECHNIA is entitled to request information from Licensee, in particular about the period and scope of use of the Licensed Program, and to inspect the records, as well as the hard- and software of Licensee. TECHNIA shall be granted access to the business premises of Licensee during normal business hours subject to reasonable rules of conduct and security of Licensee. Notwithstanding Para. (7) below, TECHNIA shall bear the initial costs of a review of the contractual use of the Licensed Program; however, if any non-contractual use is determined during the review, Licensee shall reimburse TECHNIA all costs of the review. Part I Section 5 Para. (4) remains unaffected.

(6) Licensee shall take reasonable precautions to mitigate any improper function of the Licensed Program, for example, without limitation, by daily data backup, fault diagnosis, regular checking of data processing results. Insofar as Licensee does not explicitly point this out in advance, TECHNIA shall be permitted to assume that all data of Licensee are secured.

(7) Licensee shall be solely responsible for and shall bear any additional costs arising from a breach of the above obligations.

12. Time of delivery and performance, force majeure

(1) Unless otherwise agreed, the Licensed Program will be delivered or made available in the current version at the time of delivery. The Licensed Program shall be provided or delivered in accordance with section 4 and the applicable special provisions of Parts II - IV of these Terms, depending on the Licensed Program ordered.

(2) Compliance with delivery dates and the transfer of risk shall be determined by the time at which the Licensed Program is made available on the Internet and Licensee or the VAR is notified thereof. In all other respects, the special provisions of Parts II - IV shall apply.

(3) As long as TECHNIA

   i) is waiting for the cooperation or information of Licensee, or

   ii) is hindered by strikes or lock-outs in third party companies or in the company TECHNIA (in the latter case, however, only if the industrial dispute is legal), official intervention, legal prohibitions or other circumstances beyond its control ("force majeure"),

delivery and performance periods shall be extended by the duration of the hindrance and by an appropriate start-up period after the end of the hindrance ("Downtime") and there shall be no breach of obligation for the duration of the Downtime. TECHNIA shall promptly inform Licensee of such impediments and their expected duration. If the force majeure continues for more than three months without interruption, either party shall be entitled to cancel the impacted Order upon written notice to the other party.

13. Limited Warranty

(1) TECHNIA warrants that the Licensed Program, in unmodified form and when used as authorized by this Agreement, will conform in all material respects to the product specifications set forth in the applicable Order or under these Terms (the Limited Warranty). Furthermore, TECHNIA warrants that no third-party rights prevent Licensee from using the Licensed Program, as provided by TECHNIA and to the extent utilized by Licensee for its intended use and in compliance with these Terms.

(2) **TECHNIA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS RELATING TO THE LICENSED PROGRAM OR ITS PERFORMANCE OR WITH RESPECT TO THE LICENSED DOCUMENTATION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED.**

(3) In the event of breach of the Limited Warranty, Licensee's initial remedy will be to claim a Licensed Program free of defects. TECHNIA will either exchange the defective Licensed Program or, will remedy deficiencies. TECHNIA showing Licensee reasonable possibilities to avoid the effects of the defect shall also be an acceptable remedy of deficiencies. In the event of infringement of any third party rights by a Licensed Program, TECHNIA will, at its sole discretion, either modify the Licensed Program in such way as to let it drop out of the protected sphere, i.e., render it non- infringing, or to obtain the authorization to use the Licensed Program without limitations and at no additional costs to Licensee in accordance with the Agreement. TECHNIA has the right to make any remedy dependent on Licensee being fully paid up on any renumeration payable to TECHNIA by Licensee.

(4) Licensee may be required to implement a new release or version of the Licensed Program so long as the contractual scope of functions is maintained.

(5) The Limited Warranty applies for a period of 12 months after TECHNIA makes the Licensed Program available to Licensee pursuant to an Order or as otherwise required by applicable law (the "Warranty Period"); provided, however, no time limitation shall apply to any defect known to TECHNIA which it knowingly and fraudulently concealed.

(6) TECHNIA is not required to provide support services and reserves the right to charge additional support fees at then-current standard prices if services are provided in relation to reported incidents that can be traced back to the following:

   i)   Defect is not proven or caused by TECHNIA; and/or

   ii) Hardware, Licensed Programs or services are not supported by TECHNIA; and/or

   iii) Licensee's Non-compliance with the TECHNIA recommendations; and/or

   iv) Licensee's Non-compliance with its obligations according to section 11 (e.g., Licensee's failure to comply with instructions for upgrading to a new version of the Licensed Program).

(7) In the event that third parties claim that a Licensed Program infringes its rights, Licensee shall notify TECHNIA promptly in writing of any notice of any such claim. Licensee shall cooperate with TECHNIA in all reasonable respects in connection with the investigation and defense of any such claim, and TECHNIA will have sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise. If Licensee is sued, if TECHNIA assumes control of

the defence, Licensee shall coordinate with TECHNIA and only takes legal action, in particular acknowledgements and settlements, only with TECHNIA's prior written consent.

(8) The Limited Warranty shall not apply to problems resulting from:

i) improper installation of the Licensed Program by Licensee, or any other party other than the TECHNIA, or the installation of the Licensed Program on improper hardware;

ii) modification of the Licensed Program not undertaken or performed by TECHNIA;

iii) a power surge or failure at Licensee's site or malfunctions in any computer hardware or software or systems files not provided by TECHNIA;

iv) accident of Licensee or at the Licensee's premises; or v) misuse or neglect of Licensee.

(9) TECHNIA does not warrant (i) that the Licensed Program will meet Licensee's requirements; (ii) that operation of the Licensed Program will be uninterrupted; (iii) that the Licensed Product is error free; (iv) that all defects in the Licensed Product will be corrected; or (v) any change or modification of the Licensed Program made by Licensee; provided, however, any change or modification properly made by Licensee in accordance with instructions contained in the Licensed Documentation for the Licensed Program shall not void the warranty provided by TECHNIA herein.

14. Liability

(1) In all cases of contractual and non-contractual liability, TECHNIA's damages and reimbursement of expenses shall be limited according to the following:

i) in case of intentional misconduct in full amount, also in the absence of a condition for which TECHNIA has assumed a guarantee;

ii) in case of gross negligence only to the amount of the foreseeable damage which was to be prevented by the breached obligation;

iii) in other cases: only for breach of an essential contractual obligation, if the purpose of the contract is endangered, but always only to the amount of the foreseeable damage. The liability is limited to a total of 30,000 Euro from this contract.

(2) For a claim brought under German Product Liability Act law, the limitations of liability according to Para. (1) shall not apply.

(3) TECHNIA reserves the right to object to contributory negligence.

(4) The limitation period is 12 month as of the delivery of the Licensed Program, with the provision that the statutory limitation period applies to claims under Para (1)i) and No. (1)ii) as well as Para.0.

(5) **TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR DAMAGES ARISING OUT OF THE INTENTIONAL MISCONDUCT OF TECHNIA OR PERSONAL INJURY, UNDER NO CIRCUMSTANCES SHALL TECHNIA BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, PUNITIVE OR COST OF COVER, WHETHER SAID DAMAGES ARE GROUNDED IN A CLAIM OF BRACH OF CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF TECHNIA HAD BEEN ADVISED OF THE POSSIBILITY OF SAID DAMAGES.**

15. Confidentiality and Data Protection

(1) The parties undertake to treat all knowledge of confidential information and trade secrets (Confidential Information) of the other contracting parties acquired in the course of the initiation and implementation of an Order as confidential for an unlimited period of time and to use them only for the purposes of implementing an Order. TECHNIA's Confidential Information also include the Licensed Programs and the services provided under an Order.

(2) Licensee shall only make the Licensed Program and any other Confidential Information of TECHNIA available to employees or third parties to the extent necessary to exercise the rights of use granted therein. Licensee will instruct all persons granted access to the Licensed Program about TECHNIA's rights to the Licensed Program and the associated documentation and the obligation to secrecy; Licensee shall be liable for any subsequent prohibited release of TECHNIA's Confidential Information by any said employees or third parties.

(3) The above obligations do not apply to Confidential Information which

   i) was already evident or known to the other contractual partner at the time of its transmission by the other contracting party;

   ii) becomes apparent after its transmission by the other contractual partner through no fault of the other contracting party;

   iii) has been made available to the other contractual partner by third parties after its transmission by the other contractual partner in no unlawful manner and without restriction with regard to secrecy or exploitation;

   iv) which has been developed independently by a contracting party, without using the Confidential Information of the contractual partner;

   v) must be published in accordance with the law, official order or court decision, provided that the publishing party informs the contractual partner of this without delay and supports it in the defence of such orders or decisions;

   vi) is transferred or used by the contractual partner due to mandatory legal regulations or due to an Order.

(4) TECHNIA shall comply with the laws governing data protection in the event TECHNIA is granted access to personal data owned, controlled or stored by Licensee. TECHNIA does not intend to process or use personal data on behalf of Licensee; rather, a transfer of personal data is anticipated to occur only in exceptional cases as an indirect consequence of the contractual services of TECHNIA. The personal data will be treated by TECHNIA in accordance with the data protection regulations.

16. Order of Priority

In the event of contradictory terms within the documents comprising the agreement, the following order of priority shall apply in descending order of importance: TECHNIA Order form, applicable special part of these Terms for the respective Licensed Program (Part II - Part IV), General Part of these Terms (Part I).

17. Status of the VAR

If a VAR is a party to an Order, all of the VAR's rights and obligations under such Order are subject to a valid contract between VAR and TECHNIA. If for any reason the VAR's rights to distribute the Licensed Programs are terminated, the VAR will automatically cease to be a party to the Agreement. In this case, VAR shall not be entitled to damages, compensation or offset. TECHNIA may, in a written notice to Licensee, either directly assume all rights and obligations of VAR under the Order and/or assign them in whole or in part or otherwise transfer them to another VAR that has signed a GVA with TECHNIA. The VAR is obliged to offer all the necessary support and to complete all required and recommended formalities for the purpose mentioned above.

18. Final provisions

(1) Licensee's terms and conditions of purchase shall not in any way modify or supplement the conditions of an Order or these Terms.

(2) Any amendments and supplements to the terms of an Order, including but not limited to these Terms, must be made in writing in order to be effective.

(3) Exclusive place of jurisdiction for all disputes arising from and in connection with an Order is the respective place of business of TECHNIA. If TECHNIA files a suit, TECHNIA is also entitled to choose the place of jurisdiction at the registered office of Licensee. The right to apply for interim injunctive relief before a court of competent jurisdiction remains unaffected for both parties. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(4) Should any provision of these Terms be or become invalid, contain an inadmissible time limit or a gap, the legal validity of the remaining provisions shall remain unaffected.

Part II: Specific Provisions for Licensed Programs
Lite3D, xCompare, CAVA, myPLM, Remove Invisible

1. Scope and Licensor

(1) The provisions of this Part II only apply to Licensed Programs of the CAVA, Lite3D (including xCompare), myPLM (including myPLM AddOn products) and Remove Invisible product families. In the event of doubt, the provisions of Part II take precedence over the provisions of Part I.

(2) The exclusive exploitation rights, copyrights as well as intellectual property and other proprietary rights relating to the Licensed Programs falling within the scope of this Part II are held by TECHNIA GmbH, based in Am Sandfeld 11c, 76149 Karlsruhe, Germany. The rights to the Licensed Programs required for the use of the software according to Part I of these Terms are granted by TECHNIA GmbH. Insofar as the software is distributed by a TECHNIA affiliate, the affiliate shall be entitled to distribute the licensed software. In case of distribution by a VAR, the VAR is only entitled to do so if a corresponding agreement between the VAR and TECHNIA has been made.

2. Delivery

(1) The Licensed Programs and the associated documentation are available for download by Licensee at www.technia.com.The point in time at which the Licensed Program is made available on the Internet and Licensee or the VAR is notified of the fact that the corresponding license key is ready to be issued by TECHNIA, shall be decisive for compliance with delivery deadlines and the transfer of risk.

(2) After TECHNIA has processed the order, Licensee must request the license keys required to use a Licensed Program via www.technia.com. If a license key is requested, Licensee must provide TECHNIA with the information necessary for generating the license keys. A VAR may also request the license key, insofar as it is a party to an Order. The generated license keys shall be sent to Licensee or the VAR by TECHNIA by email within a reasonable period of time. If the VAR requests the license key for Licensee, the VAR is, in case of doubt, also responsible for transferring the license key to Licensee.

Part III: Specific Provisions for Licensed Programs TIF, TVC, Tools

1. Scope and Licensor

(1) The provisions of Part III of these Terms apply only to Licensed Programs of the TVC, TIF and Tools product families. In the event of doubt, the provisions of Part III take precedence over the provisions of Part I.

(2) The exclusive exploitation rights, copyrights, intellectual property and other proprietary rights relating to the Licensed Programs covered by this Part III are held by TECHNIA AB, based in Isafjordsgatan 15, 164 40 Kista, Sweden. The rights to the Licensed Programs required to use the Software under Part I of these Terms are granted by TECHNIA AB. If the software is distributed by a TECHNIA affiliate, the affiliate is entitled to distribute the licensed software. In the case of distribution by a VAR, the VAR is only entitled to do so if a corresponding agreement exists between the VAR and TECHNIA.

2. Delivery

(1) TECHNIA or the VAR shall make the Licensed Program available to Licensee electronically, unless the parties have expressly agreed otherwise in writing. Electronic delivery is made by uploading the Licensed Program to TECHNIA's website and submitting a user name, password and instructions for accessing and downloading the Licensed Program from the website to Licensee.

(2) It is the responsibility of Licensee to access the TECHNIA website and download the Licensed Program. The Licensed Program is delivered by TECHNIA FCA (Incoterms 2000) from the business premises as defined in the order form.

3. Maintenance and Support Services

(1) TECHNIA guarantees compatibility with 3DEXPERIENCE for 90 days from the general availability of the latest release, service package, Patch or Hot Fix from 3DEXPERIENCE.

(2) TECHNIA shall provide Licensee with technical support regarding the use and operation of the supported release and for the purpose of investigating errors of the supported release, which Licensee has reported and documented in writing. Online support shall be limited to two (2) pre-identified contact persons of Licensee. Only these pre-identified contact partners are entitled to report errors found within the Licensed Program and TECHNIA shall not be required to respond to unauthorised error reports. Licensee is entitled to exchange the appointed contact persons with a written announcement to TECHNIA received five days before the actual change. Licensee is required to give the names of the appointed contact persons before TECHNIA starts providing the support services.

(3) Licensee must install and use the latest update of the Licensed Program if this is reasonably required by TECHNIA.

(4) Licensee is required to report errors to TECHNIA immediately after their discovery. In addition, on discovery of an error, Licensee agrees to provide TECHNIA with a list of results or other available data, if requested by TECHNIA, which TECHNIA may require to reproduce the error and the operating conditions under which the error occurred. TECHNIA's support obligations under an Order, including as set forth under these Terms, are subject to the provision of such reasonably requested information by Licensee.

4. Exclusion from TECHNIA Support Services

(1) The support of TECHNIA does not include any of the following services:

i) Provision of installation or support of software other than the Licensed Program of TECHNIA (e.g. operating systems, computer software, etc.).

ii) Installation of updates and extensions of the Licensed Programs of TECHNIA are the responsibility of Licensee.

iii) Repair of the Licensed Program if the failure is due to

- the equipment or office supplies used by Licensee;
- misuse or negligence in relation to the Licensed Program;
- the use of technical support, support for specific products or applications written by Licensee;
- a change made to the Licensed Program or system files by someone other than a TECHNIA employee that could affect the Licensed Program of TECHNIA;
- environmental conditions, in particular insufficient, excessive or irregular power supply, failed air conditioning, excessive moisture, flooding, water, wind or lightning;
- the use of the Licensed Program for purposes other than those for which it was developed (as specified in the applicable documentation);

- the relocation or reinstallation of the Licensed Program if this has not been carried out in accordance with the documentation.

iv) TECHNIA is not required to provide support services and reserves the right to charge additional support fees at then-current standard prices if the services are provided in relation to reported incidents that can be traced back to the following:

- Hardware, software licensed programs or services not supported by TECHNIA;

- Non-compliance with the TECHNIA recommendations (e.g. instructions for upgrading to a new version of the Licensed Program).

Part IV: Specific Provisions for Licensed Programs Q-Checker, Q-Monitor, Q-PLM

1. Scope and Licensor

(1) The provisions of Part IV of these Terms apply only to the following products: Q-Checker for CATIA V6, Q-Checker for CATIA V5, Q-Checker for CATIA V4, Q-Monitor for CATIA V6, Q-Monitor for CATIA V5, Q-Monitor for CATIA V4, Q-PLM DX, Q-PLM for V6, Q-PLM ENOVIA V6 CT5, Q-PLM PDM and Q-PLM SmarTeam. In the event of doubt, the provisions of Part IV shall take precedence over the provisions of Part I.

(2) Dassault Systèmes is the owner of all exclusive rights to use the above Licensed Programs. TECHNIA distributes the listed Licensed Programs and provides the services related to the Licensed Programs under an agreement with Dassault Systèmes. In case of distribution by a VAR, the VAR is only entitled to do so if a corresponding agreement exists between the VAR and TECHNIA.

2. Delivery

(1) The Licensed Program and the associated documentation are available for download by Licensee at www.technia.com. After TECHNIA has processed the order, Licensee must request the license keys required to use the Licensed Program via www.technia.com.The time at which the Licensed Program is made available on the Internet and Licensee or the VAR is notified that the corresponding license key can be requested shall be decisive for compliance with delivery dates and the transfer of risk.

(2) If the license keys are requested, Licensee must provide TECHNIA with the information necessary for generating the license keys. A VAR may also request the license key, insofar as it is a party to an Order. The generated license keys shall be sent to Licensee or the VAR by TECHNIA by email within a reasonable period of time. If the VAR requests the license key for Licensee, the VAR is, in case of doubt, also responsible for transferring the license key to Licensee.

(3) In all other respects, the provisions of Part I, section 12 of these Terms shall apply.

3. Transfer of an Order

(1) In the event that TECHNIA is, for any reason whatsoever, no longer authorised by Dassault Systèmes to distribute the Licensed Programs listed in this Part IV or to provide services related thereto, Licensee hereby agrees that these Terms will continue to apply in full between Licensee and Dassault Systémes. Dassault Systèmes would replace TECHNIA in said situation. In addition to the provisions of this Part IV, the general provisions of Part I of these Terms shall also be continued.

(2) If a VAR is a party to the agreement, the agreement with the VAR shall be deemed terminated unless Dassault Systèmes explicitly agrees to its continuation in writing.