

## END USER LICENSE AGREEMENT (EULA)

### GENERAL

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## DONAUBAUER AG SOFTWARE END USER LICENSE AGREEMENT (EULA)

### 1. DEFINITION

1. The Product and all authorized copies of this Product you make are, among you and Donaubauer AG, the intellectual property of Donaubauer AG. The structure, organization and code of the Product constitute valuable trade secrets of Donaubauer AG. The Product is legally protected in particular by the copyright laws of the Federal Republic of Germany and other countries as well as by international treaties.
2. **Documentation** means any user manuals, reference manuals, release, application and methodology notes, written utility programs and other materials in any form provided for use with a Product.
3. **Hotfix** means the version of a Product that corrects defects and may or may not contain performance improvements.
4. **License Key** means the codes provided to you in electronic format, which you must input to initialize the use of the Product(s), if the Product requires a License Key.
5. **New Product** means a new software by Donaubauer AG, which is labeled as a new product and marked with a separate product number and which might replace an older Product. A New Product usually contains substantial performance improvements and/or architectural changes and/or new features and/or functions of a former Product.
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### 2. GRANT OF LICENSE

1. Upon full payment of the purchase price (license price or subscription fee) - if any - you are granted a non-exclusive, worldwide and permanent right to use the Product according to the terms and conditions of this Agreement.
2. According to your respective order you are hereby granted
  - Server License(s) for a number of servers stated in your order (if applicable).
  - Server and Organization License(s) for a number of servers and organizations stated in your order (if applicable).
  - Named and/or Unnamed User License(s) for a number of named and/or unnamed users stated in your order (if applicable).
  - Subscription License Key for a number of computers, users or a combination of both (if applicable).

With regard to said licenses the following applies:

## 2.1 Type of License

Donaubauer AG distinguishes between the following license types: Server Licenses, Server and Organization Licenses, User Licenses and Subscription Licenses.

**Server Licenses:** A Server License permits the use for one server. You are not allowed to use the Product on other servers. This license is different from the *Server and Organization license*, which is tied to both a server and an organization.

**Server and Organization Licenses:** Each Server and Organization License permits only the use for one organization/on one server. You are not allowed to use the Product for other organizations or on other servers.

**User Licenses:** User Licenses are needed besides the Server and Organization License.

2.1.1 **Named User Licenses** require each specific user of the Product to have a valid license. In this case you have to define the licensed named users in the application settings to enable usage of the Product for them.

2.1.2 **Unnamed User Licenses** require you to have a number of licenses equal to the number of users. You do not have to specifically name each user. However, the Product may not work if more than the licensed numbers of users are installed in this particular system.

**Subscription Licenses:** If you are granted a Subscription License, you may use the Product for productive purposes within the subscription period. Unless otherwise stated, a subscription entitles you to use the Product on one machine and for one user. In particular you are not allowed to use a subscription at the same time in multiple virtual PCs or for multiple users in a terminal server environment.

## 2.2 Applicability

Donaubauer AG further distinguishes between Developer Licenses and Productive Licenses. The Evaluation License as well as the Permanent Restricted License, as described below, are Developer Licenses and may not be used for productive purposes. For productive use a Permanent Unrestricted License is required.

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**Permanent Restricted License (Developer License):** If you are granted a Permanent Restricted License you may use the Product permanently on a testing or development system, but not on a productive system. A Permanent Restricted License is only provided in conjunction with a Permanent Unrestricted License. In no case will such a Permanent Restricted License contain more User-Licenses than the Permanent Unrestricted License. For the provision of a Permanent Restricted License a fee will be charged according to the current price list. Running under a Permanent Restricted License, the Product may have limitations in its functionality.

**Permanent Unrestricted License (Productive License):** If you are granted a Permanent Unrestricted License you may use the Product permanently for your productive purposes.

3. You may not lease, loan or sublicense the Product.
4. You are entitled to prepare a backup copy of the Product, which will not be used for purposes other than backup purposes. Besides this you may not copy the Product.
5. You shall have no further right or interest to use the Product other than the limited rights as specified in this Agreement. Donaubauer AG reserves all rights not expressly granted.
6. If your CRM environment is hosted by a partner then you may not receive the license files yourself. Instead the hosting partner may purchase them and invoice you a one-time fee or a monthly fee. Section 1 and 2 may not apply in such environments.

### 3. ACTIVATION OF THE PRODUCT

Donaubauer AG may use a compulsory activation of the Product to protect the Product against unlawful copying. If you do not accept the terms and conditions of this Agreement, the Product will not work.

The activation process may require internet access as well as internet access may be needed to run the Product properly.

### 4. DONAUBAUER AG LICENSE KEY

1. Donaubauer AG may use a License Key for license control. The License Key permanently saves the license information and regulates access to the Product.
2. For the activation of the Product (except for Hotfixes or Service Packs) of the Product, a License Key may be required.
3. The reinstallation of the Product - on the same or another hardware - is permitted only in case the already installed Product cannot be used any more (e.g. following de-installation or deactivation). If the Product uses a License Key, a new License Key may be required and may be obtained from where you have purchased the Product.

### 5. MODIFICATION OF THE PRODUCT

You may not decompile, disassemble, carry out reverse engineering or try in any other manner to determine the source code of the Product, unless this is permitted by law. Furthermore, you must not modify the binary code of the Product to bypass in any manner the use of the License Key, if any.

### 6. NO UNBUNDLING

The Product usually contains a variety of different files, which in its configuration ensure the complete functionality of the Product. The Product may be used as one product only. You must not arrange components of the Product in a new way and develop a modified version of the Product or a new product as a result. The configuration of the Product may not be modified for the purpose of distribution, assignment or resale.

### 7. ASSIGNMENT OF RIGHTS

1. You may assign all your rights to use the Product to another person subject to the conditions that (a) you assign to this other person (i) this Agreement and (ii) the Product, including all copies, and previous versions (including Hotfixes and Upgrades), (b) you do not retain previous versions (including Hotfixes and Upgrades) of this Product and (c) the recipient accepts the terms and conditions of this Agreement as well as other regulations pursuant to which you acquired a valid Product license. The provision of a new License Key by Donaubauer AG is subject to Donaubauer AG's then current price list.
2. A return of the Product due to a failure to accept the terms and conditions of this Agreement, e.g. the product activation, shall not be possible following the assignment of rights.

## 8. PRODUCT-SUPPORT

With regard to Product support the provisions of your purchase agreement apply. If you obtained this Product from a distributor, the distributor will provide 1<sup>st</sup> and 2<sup>nd</sup> level support. In the event of defects Donaubauer AG will only provide direct support to you, if you purchased the Product from Donaubauer AG. Such direct support will especially consist of the provision of Hotfixes within a reasonable period of time after being notified of a defect.

## 9. UPGRADE

You must have a valid license for the previous or more inferior version of the Product in order to be allowed to use an Upgrade for the Product. Upgrades are in general provided as part of an Upgrade Subscription. Upon transferring this previous or more inferior version of the Product to third parties the right to use the Upgrade shall expire.

## 10. LIMITATION OF LIABILITY

1. Where the prerequisites are fulfilled, Donaubauer AG shall be liable only for damages:
  - (i) that are caused willfully or through gross negligence on the part of legal representatives or officers of Donaubauer AG;
  - (ii) that typically and foreseeable occur in the contractual use of the Product
    - (1) due to the breach of major contractual obligations and
    - (2) are caused willfully or through gross negligence on the part of vicarious agents of Donaubauer AG.
2. Donaubauer AG shall not be liable for unrealized savings, unrealized profits or other financial losses. Donaubauer AG shall also not be liable for indirect or more remote consequential damages. This provision shall not apply to damages caused willfully or through gross negligence.
3. In instances where Donaubauer AG is liable for slight negligence under Section 10.1, its total liability shall be restricted to the amount of your purchase price. The period of limitation for such claims shall be two years after the claim arose. Stunware shall be liable only if it is legally responsible for the damage at issue.
4. The liability for loss of data shall be limited to the typical cost and effort of retrieving the data which would have occurred, if the data had been stored properly and in a risk-adequate manner. Under all circumstances it is limited to the amount of your purchase price.
5. Any contributory fault on your part shall also be taken into account.
6. The provisions of this section shall also apply to any claims brought forward by you for the reimbursement of wasted expenditure or other liability claims.
7. This Section shall not affect Donaubauer AG's liability for willful acts, bodily injury, or under the provisions of the German Product Liability Act or claims brought forward by you on the basis and within the scope of guarantees provided or attributes specially warranted by Donaubauer AG.
8. With regard to Product which are provided free of charge (for evaluation/testing purposes) the following liability provisions prevail.

Donaubauer AG excludes all claims based on defects and all liability for the Product. This exclusion does not apply insofar as claims are based on defects, which are fraudulently concealed by Donaubauer AG. Beyond this, the exclusion does not apply in cases of willful acts, gross negligence, and injury to life, body, and health as well as to the liability based on guarantees granted, and liability pursuant to the German Product Liability Act. In case of gross negligence, liability claims are limited to typical damages foreseeable for Donaubauer AG when this Agreement was concluded.

## 11. INFRINGEMENT

You should inform Donaubauer AG promptly in writing if a third party raises any claim against your use of the Product. Donaubauer AG may defend you, if you reasonably support Donaubauer AG.

## 12. FINAL PROVISIONS

1. This Agreement constitutes the entire understanding of the subject matter between the parties. Subsidiary agreements have not been concluded.
2. Supplements and amendments of this Agreement must be made in writing; a waiver of the requirement of the written form must also be made in writing.
3. If any stipulation of this Agreement should be or become invalid, in whole or in part, this shall not affect the validity of the remaining stipulations. The invalid stipulation shall be deemed to be replaced by the parties with a valid regulation which comes as close as possible to the commercially desired purpose originally intended for the ineffective provision; the same shall apply in the case of a lacuna.
4. This Agreement shall be governed and construed by the laws of the Federal Republic of Germany excluding the German Principles on the Conflict of Laws and the UN Convention on the International Sale of Goods (CISG) shall not apply.
5. The exclusive place of jurisdiction with respect to all disputes based on or in connection with this Agreement shall be Leipzig, Germany.