

General License Agreements

Last revised: October 2018



1. Scope of application

Note: These General License Agreements apply exclusively to the customers of ifa united i-tech, Inc.

In conjunction with the license agreement to be signed with regard to the specific product, these General License Terms conclusively govern the grant of a license to use software from ifa united i-tech, Inc. (hereinafter referred to as the “**Licensor**”). They likewise apply to all future business relationships, even if they are not expressly agreed again.

The runtime licenses (“RTL”) for software products are conclusively governed by the respective license agreements and General License Terms.

All other supplies of goods and services are governed by our Standard Business Terms.

2. Grant of a license

- 2.1. Software will be provided for use in machine readable form (compiled, object code). There is no obligation to provide the source code.
- 2.2. The user manual will be provided as supplemental material. This may be supplied in electronic form.
- 2.3. This grant of usage rights is not accompanied by the acquisition of any other rights to the software.
- 2.4. ifa united i-tech, Inc. uses license protection / copy protection mechanisms.

3. Scope of use

- 3.1. The right of use granted is limited geographically to the country of destination agreed between the contracting parties. If no provision has been made, use is limited to the country in which the Licensee has its place of business.
- 3.2. The right of use is limited to the following forms of use within the scope of the use intended in the contract:
 - Installation of the software on the intended computer(s) and making of backup copies;
 - Loading the software into the working memory and execution of the program.

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4. Copyrights

- 4.1. The software and user documentation are protected by copyright.
- 4.2. Given such copyright protection, the Licensee may not change, translate, duplicate, modify, distribute, reproduce and make available the software and the accompanying material, even partially or temporarily, beyond the forms acts of use referred to above (3. Scope of use) without the Licensor's consent.
- 4.3. Any breach will be prosecuted under civil and criminal law.

5. Use by third parties

- 5.1. The software may not be leased out.
- 5.2. The Licensee may only transfer the software to third parties with the prior, comprehensive and written consent of the Licensor.

6. Liability for defects in the software (warranty)

- 6.1. No guarantee can be provided that the software is suitable for the purposes of the Licensee and will work together with the hardware and software in use by the Licensee.
- 6.2. The contracting parties are aware that it is not possible to create software completely free of defects based on the current state of the art.
- 6.3. No claims based on defects in the software may be asserted in the event of only minor deviations from the agreed quality or only minor impairments in usability.
- 6.4. If a new version of the software is provided, the version to be replaced shall be destroyed or returned to the Licensor upon request.
- 6.5. Updated documentation will only be supplied within the scope of the warranty protection in the event of significant changes to the software.
- 6.6. The Licensor has the right to choose between curing a defect and a replacement delivery.
- 6.7. This is without prejudice to additional legal rights of the Licensee.
- 6.8. Any new versions of the software provided will be free of third-party industrial property rights that would exclude or significantly impair the contractual use of the software by the

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Licensee. Provided that the Licensee immediately informs the Licensor of the assertion of claims due to alleged infringements of industrial property rights, leaves exclusive legal defense to the Licensor and supports the Licensor to a reasonable extent in the defense of such claims, the Licensor shall indemnify the Licensee against all such third-party claims and the associated costs for legal defense within the scope of its liability.

- 6.9. Should it be established in a legally valid manner that the products provided by the Licensor infringe the industrial property rights of third parties, the Licensor will either procure the necessary right of use with regard to the infringed rights at its own expense for the benefit of the Licensee or modify the respective product in such a way that it no longer infringes such industrial property rights, while continuing to comply with contractual agreements.
- 6.10. Warranty claims lapse after one year.
- 6.11. If the Licensee has asserted warranty claims against the Licensor and it is determined that either there is no defect, or the Licensor is not liable for the asserted defect, the Licensee shall reimburse the Licensor for all expenses incurred by the Licensor, provided that the Licensee asserted a claim against the Licensor willfully or due to gross negligence.

7. Liability

- 7.1. Irrespective of the legal grounds, the Licensor shall be liable for damage that has not been sustained by the respective deliverable only in cases of
 - a. Intent;
 - b. Culpable injury of life, limb or health;
 - c. Gross negligence on the part of the proprietor, executive bodies or executive employees;
 - d. Defects or other circumstances that were fraudulently concealed;
 - e. Or in the case of defects the absence of which was guaranteed by the Licensor, or to the extent that the Licensor has given a quality guarantee or any other guarantee.
- 7.2. In the event of culpable breach of material contractual obligations, the Licensor shall be liable in the event of simple negligence on the part of executive employees, limited to the reasonably foreseeable damage typical to the contract.
- 7.3. The Licensor shall likewise be liable in the event of grossly negligent and culpable violations of material contractual obligations by non-executive employees.
- 7.4. In the case of a breach of a material contractual obligation due to simple negligence, the obligation to pay compensation is also limited to foreseeable damages typical to the contract.
- 7.5. In the cases referred to in Sections 7.2 and 7.4, the Licensor's liability for each individual case of damage shall be limited to the amount of the license fee for the product causing the damage, limited to twice the license fee for such product for one year.

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- 7.6. Further claims, in particular based on strict liability, are excluded.
- 7.7. This is without prejudice to liability under the Product Liability Act.

8. Limitations period

- 8.1. The limitations period for claims and rights related to defects (material defects and defect in title) – on whatever legal grounds – is one year.
- 8.2. The limitations period pursuant to Section 8.1 shall also apply to claims for damages, irrespective of their legal basis. This applies likewise if the respective claims are not connected with a defect.
- 8.3. The limitations periods referred to in Sections 8.1-8.2 apply subject to the following provisions:
 - 8.3.1. The statute of limitations does not apply in the event of intent;
 - 8.3.2. The statute of limitations does not apply in the event of fraudulent concealment or in the event that a quality guarantee has been provided;
 - 8.3.3. The statute of limitations does not apply to claims for damages in the event of injury to life, limb, health or freedom, in the event of a grossly negligent breach of duty, culpable breach of material contractual obligations or claims under the Product Liability Act.
- 8.4. Where reference is made to compensation for damages, this likewise covers claims to the reimbursement of expenses.
- 8.5. The statutory provisions on the commencement of the limitations period, extension of the period, the tolling and the recommencement of limitations periods shall remain unaffected, unless otherwise provided in the above provisions.

9. Set-off of counterclaims

The Licensee may only offset claims of the Licensor in the event such claims are undisputed or have been finally established by a binding judgment.

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10. Place of performance

The place of performance is Frechen.

11. Place of jurisdiction

If the Licensee is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is Frechen. The same applies if the Licensee has no general place of jurisdiction in Germany or its place of residence or usual abode is unknown at the time the action is filed. The Licensor remains entitled to bring or initiate legal action or other legal proceedings at the general place of jurisdiction of the Licensee. If the Licensee is not a merchant, a legal entity under public law or a special fund under public law, the statutory rules regarding the place of jurisdiction shall apply.

12. Applicable law

The law of the Federal Republic of Germany shall apply exclusively.

13. Severability

If any individual provisions of this contract should prove to be invalid, the remaining provisions shall remain in full force and effect.