

General Software License Conditions of PROTEC GmbH & Co. KG

as of April 2020

1 Object of the License

- 1.1 The object of the license shall be the PROTEC Software ("the Software") supplied to the customer, as well as the related program documentation. With regard to the software of other manufacturers (third-party software) that is supplied separately, the license conditions of the respective manufacturer shall apply.
- 1.2 These *General Software License Conditions* shall equally apply to later service releases (updates) and major releases (upgrades) of the Software that are supplied to the customer during the term of the license unless otherwise agreed on the occasion of the supply of the respective later version or extension.
- 1.3 The Software and the program documentation supplied with the same are protected by copyright. In relation to the customer, all rights in the Software shall belong exclusively to PROTEC, even to the extent that the Software has been developed according to the customer's instructions or with the customer's assistance.

2 Installation and Activation of the Software

- 2.1 The Software can be run only on such systems (hardware and software) as fulfill the general system requirements specified in the program documentation. Modifications of the general system requirements will be notified upon the delivery of later versions (updates and upgrades) of the Software.
- 2.2 The customer will receive the Software either pre-installed as part of a system or separately on data storage media in executable object-code format for installation by the customer on the customer's system. The customer is entitled to carry out as many installations as work-station licenses for the relevant Software have been acquired by the customer. Installation on a network server with the possibility of parallel access is only permissible if the customer has acquired a network license.

- 2.3** After the Software has been installed on the customer's system, the customer must generate a hardware key in the Software, which must subsequently be transmitted to PROTEC. PROTEC will then transmit to the customer a software key specifically matching the customer's system; this key must be entered to activate the Software. Without such activation, the Software will be blocked 30 days after its installation.
- 2.4** A change in the customer's system components may lead to the software key becoming invalid, and to the Software being blocked. Provided that the then applicable general system requirements have been complied with, PROTEC will send the customer upon written request including naming the product serial number a new software key at cost to reactivate the Software. Potentially occurring extra efforts and expenses at Protec for the re-activation will be covered by the customer.

3 Scope of the License

- 3.1** The customer acquires a permanent (in the case of Software purchase, see no. 4.1 below) or temporary (in the case of Software leasing including Lease&Click, see no. 4.2 below) and non-exclusive right to use the Software and the program documentation according to the present *General Software License Conditions*, which right may be transferred only according to the provisions set forth under no. 3.6 below. The customer has no claim to the surrender of the source codes or the development documentation.
- 3.2** The license entitles the customer to use the Software for its own operational purposes according to the description in the program documentation supplied along with the Software, on as many work stations as work-station licenses have been acquired by the customer for the relevant Software. The Software may not be used on a network unless the customer has acquired a network license.
- "Use" means the loading, displaying, running, transferring, and storing of the Software for purposes of its execution and for the processing of the existing sets of data on the customer's system where the Software is installed.
- 3.3** The customer is entitled to make one backup copy of the Software, which copy must be identified with a copy of the original label (including the copyright reference). The backup copy may be used only in the event of an impairment or loss of the original data carrier. With regard to the use of this backup copy, the customer is likewise subject to the present *General Software License Conditions*.

Except for such backup copy, the customer is not entitled to reproduce the Software or the program documentation or parts thereof without the consent of PROTEC.

- 3.4** Subject to the provisions of no. 3.6 below, the customer is not entitled to use the Software outside its business operation or for purposes other than its own business purposes, and it may not enable third parties that do not belong to the customer's business operation to use the Software. For purposes of this provision, third parties also means, in the absence of an express agreement providing otherwise, branch establishments of the customer or other enterprises that are affiliated with the customer.
- 3.5** Without the express written consent of PROTEC, the customer is not authorized to adjust, modify, or otherwise amend the Software, to connect the Software to other programs in a manner other than via the interfaces designated for this purpose, to decompile it to another display format, to remove, circumvent, or modify security settings, if any, or features serving the identification of the Software, or to remove information, as contained in the Software and program documentation, concerning authorship, copyrights, or other property rights of PROTEC. The provisions of Sections 69 d par. 3 and 69 e UrhG (German Copyright Act) shall remain unaffected.
- 3.6** If the license has been granted on a permanent basis (in the case of Software purchase, see no. 4.1 below), the customer is entitled to transfer the Software and the related program documentation as a whole, together with the license according to these *General Software License Conditions*, to a new purchaser. For Software that was supplied as part of a system, a transfer together with the system is allowed only. In all cases, the transfer requires that the customer does not retain any copies of the Software and the related program documentation, not even in parts, and permanently refrains from any further use of the Software. In this respect, the provisions of no. 4.4 below apply correspondingly, with the condition that the customer has the right and the obligation to deliver the original data-storage medium with the Software and the program documentation, as well as a copy of the present *General Software License Conditions*, to the new purchaser. The new purchaser's right of use begins only after PROTEC has received a confirmation of transfer, such confirmation to be signed by the customer and the new purchaser and to state the full name or company name and business address of the new purchaser. The costs and expenses, if any, incurred by PROTEC in connection with the transfer of the license are to be borne by the customer.

4 Term of the License

4.1 In the case of Software purchase, the license is granted on a permanent basis, *i.e.*, without limitation in time. In this case, the right to terminate the license without cause (*ordentliche Kündigung*) is excluded for both Parties.

4.2 In the case of Software leasing, including Lease&Click, the license will be given for the term of the underlying contract (Software leasing or Lease&Click agreement). The license will terminate automatically upon termination of the underlying contract, without a separate termination of the license being required.

If the customer has not fully paid the annual Software leasing fee for the following year (in the case of Software leasing) or the Click-fee for the previous year (in the case of Lease&Click) by the agreed due date, the Software key (see no. 2.3) becomes invalid and the use of the Software will be blocked. If the due fee for the use of the Software (including any default interest and reminder charges) is paid in full after a reminder, PROTEC will send the client a new Software key upon request, with which the Software can be re-activated.

4.3 In the event of a culpable violation of the provisions of these *General Software License Conditions* by the customer, PROTEC is entitled to terminate the license for good cause unless the violation and its consequences are only insignificant. In case of such termination, the customer has no claim to a refund of the license fees paid for the Software. The right of PROTEC to assert claims for damages remains unaffected.

4.4 With the end of the license, the customer's right to use the Software expires. The customer must return to PROTEC all original data storage media supplied to it, all backup copies and all other copies of the Software and the supplied program documentation that are stored on separate data storage media, and it must delete all copies of the Software and the program documentation that are installed on the customer's system. The customer must confirm to PROTEC in writing the complete return and/or deletion and, at the request of PROTEC, must furnish corresponding evidence in a suitable form.

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