End User License Agreement

EULA

ZORN INSTRUMENTS GmbH & Co. KG.
Benzstraße 1
39576 Stendal

– hereinafter referred to as Licensor–

and the Customer conclude the following Software License Agreement:

Art. 1 Subject Matter

(1) Licensor provides Customer with the ZORN Software (hereinafter referred to as "Software") in the version and with the specification as set forth in Licensor's product description in accordance with the provisions set forth in this Agreement. Licensor retains all other rights to the Software.

(2) Licensor provides the Software exclusively on the basis of this Agreement. Customer's terms and conditions of contract shall not apply, even if Licensor has not expressly objected to them.

Art. 2 Installation of the Software and Scope of Services

(1) The Software consists of a program and user manual. The program will be provided on a CD-ROM / USB Stick (sent by post) or by online data retrieval in the form and language set forth in the product description together with a user manual in the form and language as set forth in the product description.

(2) Customer will receive the Software in machine code. Customer has no claim to receive the source code.

(3) Customer will themselves install the Software on their own system environment.

(4) Presentations in test programs, product and project descriptions do not constitute a quality guarantee, unless they were expressly specified as such.

Art. 3 Rights of Use, Term and License Fee for ZORN Software Products

(1) Licensor grants Customer a non-exclusive right to use the Software, depending on the scope of the license, in Customer's operation, for Customer's own purposes and as described herein and in the manual. Customer may load the Software to the main memory and on the hard drives of the hardware used by Customer and may use it on the maximum number of workstations set out in the scope of the license.

A. Demo and Test Software

(A.1) Licensor reserves the right to equip the demo or test software in such a manner that it can no longer be used after the expiry of an agreed test period (30 days from the date of commissioning). Customer may not derive any claims therefrom.

(A.2) If Customer likes the Software, Customer may activate the Software at any time by acquiring a license for the Software against payment of a fee.

B. ZORN FG/AT Software

(B.1) Customer may use the Software for 30 days after the day of installation as a demo or test software, without acquiring a license.

(B.2) By acquiring a license, Customer may, depending on the scope of the license, simultaneously operate the Software on the relevant number of computers for an unlimited period of time. The Software must be installed, registered and activated on each individual computer for that purpose. Licensor will transmit the activation code only after receipt of the license fee.

(B.3) Precondition for the registration and activation of the products is that Customer provides and transfers personal data online. The data collected in this process will in no event be disclosed to third parties for advertising purposes.

(B.4) Customer may, in case of need, subsequently acquire more licenses for additional workstations (computers) from Licensor.

(B.5) The license comprises the provision of continuous adaptations to technical conditions (updates) and of technical support, free of charge, for a period of 5 years after receipt of the license fee by Licensor (activation) which enables the use of the product.

C. ZORN Calibration Factor Software

(C.1) ZORN Calibration Factor Software can only be operated with a valid license and on one computer only.

(C.2) The license agreement for the Zorn Calibration Factor Software will be concluded for an indefinite period of time. ZORN Calibration Factor Software will exclusively be provided as an annual license (365 days) and invoiced in advance for one year.

(C.3) The term of the Agreement starts upon transmission of the activation code and either contract party may terminate it, in writing, without stating reasons, with a notice period of 3 months to the end of the license year. The license agreement for the Zorn Calibration Software will be deemed to be prolonged by another license year (365 days), if it is not terminated or not terminated in good time.

(C.4) In order to activate a license, the location code and the computer ID must be sent by email to Licensor after an installation. After receipt of the license fee, Customer will receive an email with an activation code that was specifically created for Customer's computer which enables Customer to use the ZORN Calibration Factor Software for one year (365).

(C.5) Licensor grants Customer the right to receive new releases (updates) and to receive technical support services for the Software over the term of the License Agreement for the ZORN Calibration Factor Software, after having received the license fee.

D. The following applies as a supplement to all ZORN Software Products

(D.1) When Customer receives a license for a software version or a software product, such license does not authorise Customer to receive new versions (upgrades) for the Software. Upgrades to newer versions can be acquired from Licensor (if available) against a fee.

(D.2) Customer may prepare the back-up copies necessary for safe operation (in case of software without copy protection). These back-up copies shall be identified as such and (if technically possible) the copyright note set forth on the original data carrier shall be attached thereto. The user manual must only be copied for internal purposes.

(D.3) Customer may only forward the Software to any third party if Licensor has given their prior written consent and if the third party agrees to the continued application of the provisions of the Agreement. If Customer forwards the Software to a third party, Customer will permanently cease using the Software and will not retain any copies. Customer will provide the original of the data carriers and user manuals to the third party.

(D.4) All other types of use of the Software, in particular any type of translation, editing, the arrangement, other reworking (apart from the exceptions set forth in Sections 69d, 69e of the *UrhG* [Copyright Act]) and any other distribution of the Software (offline or online) as well as the renting and leasing of the Software require the written consent of the Licensor.

(D.5) If the Software was provided on a data carrier with copy protection, we will send you a replacement data carrier against payment of a protective charge, if you can demonstrate that you have lost your original data carrier.

(D.6) If Customer loses the license (e.g. due to a computer crash), Licensor will not provide a new license unless Customer issues a waiver.

(D.7) Licensor may revoke the rights of use for an important reason. An important reason shall be deemed to exist, in particular, if Customer is in default of a significant part of the fee or if Customer violates the terms and condition of use and fails to immediately cease such violation despite a written reminder with threat of revocation by Licensor. In the event of a revocation of the rights of use, Customer will provide the original software and existing copies and delete any stored programs. Upon Licensor's request, Customer will make a written representation that Customer has surrendered and deleted them.

(D.8) If Customer uses the web server map interface(s) of the companies:
  (i) Openstreetmap Foundation, 132 Maney Hill Road, Sutton Coldfield, West Midlands, B72 1JU, United Kingdom ("OpenStreetMap"); and/or
  (ii) Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399, USA ("Microsoft Bing Maps"); and/or
  (iii)Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google Maps"); and/or
  (iv)MapQuest, Inc. - Corporate Headquarters, 1555 Blake Street, 3rd Floor, Denver, Colorado 80202, USA ("MapQuest");

Customer agrees and acknowledges that:

(a) Customer might need to
  (i) conclude a separate licence agreement with the relevant third party owner or third party licensor on the use of such other web server map interface; and/or
  (ii) conclude a relevant subscription with the relating third party owner or third party licensor; and/or
  (iii)pay to the relevant third party owner or third party licensor a fee for the use of the web server map interface;

(b) it might not be possible to access some of the web server map interface(s) and/or functions; and

(c) the maps downloaded from the web server map interface(s) might be incorrect or might contain incorrect positions of measuring points; and

(d) Licensor cannot guarantee that a connection to the web server map interface is available at all times. By using this function, Customer accepts the specific terms and conditions of the relevant map service. This includes the end user terms of use for
  (i) OpenStreetMap, which can be found under http://www.openstreetmap.org/copyright; and for
  (ii) Bing Maps, which can be found under http://www.microsoft.com/maps/product/terms.html; and for
  (iii)Google Maps, which can be under https://www.google.com/work/earthmaps/legal/us/maps_purchase_agreement.html; and for
  (iv)MapQuest, which can be found under http://info.mapquest.com/terms-of-use/.

Art. 4 Copyrights

(1) The Software (program and manual) provided by Licensor is protected by copyrights. In the relationship between the contract partners, Licensor shall exclusively be entitled to all rights to the Software as well as to other documents provided for the initiation and performance of the Agreement.

(2) The copyright notices, trademarks other reservation of rights, serial numbers or other features serving the program identification must not be changed or effaced.

Art. 5 Customer's Duties

(1) Customer will take appropriate precautions for the event that the Software fails to operate properly, in full or in part. Customer will thoroughly test the Software for Customer's intended purpose, before introducing it operatively. Moreover, Customer will back-up their data according to the state of the art. Customer will ensure that the current data from data inventories held in a machine-readable form can be reproduced at reasonable expense.

(2) Customer shall take appropriate measures to protect the Software against any access by unauthorised third parties.

(3) When using fee-based services of the map service providers:

(i) Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399, USA ("Microsoft Bing Maps"); and/or
(ii) Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google"); and/or
(iii) MapQuest, Inc. - Corporate Headquarters, 1555 Blake Street, 3rd Floor, Denver, Colorado 80202, USA ("MapQuest");

Customer shall be obliged to familiarise themselves with the End User Terms of Use, as amended, of the map provider and to

(i) conclude a subscription with the relevant third party owner or third party licensor; and/or
(ii) pay a fee for the use of the web server map interface to the relevant third party owner or third party licensor,

as a "commercial" user.

Art. 6 Deadlines, Delays

(1) Dates of delivery shall be approximations only, unless Licensor has specified in writing that such dates shall be binding. Dates of delivery are provided under the reservation of correct and timely delivery to Licensor, unless the non-delivery by the upstream supplier is attributable to Licensor.

(2) Licensor shall be deemed to be in default in accordance with the legal provisions. But a reminder by Customer shall be necessary in any case.

(3) Partial deliveries shall be permissible, insofar as the delivered parts can be used, in full, in a separate manner. Each partial delivery can be charged separately.

Art. 7 Warranty

(1) Licensor will provide the Software to Customer free of quality defects and defects of title. Functional impairments arising from the hardware and software environment provided by Customer, operating errors, external defective data, faults of computer networks or from other reasons attributable to the sphere of risk of the Customer shall not be deemed to be a defect. The

warranty period shall be 12 months and will commence on the date on which the goods or services are handed over or provided.

(2) Licensor will not accept any warranty for Software that was changed by Customer, unless Customer is able to demonstrate that the change is not the cause of the reported defect.

(3) Licensor will provide warranty in case of defects in quality by subsequent performance, either by eliminating the error or by replacement delivery, at their own choice. Licensor can fulfil the subsequent performance, in particular, by providing a new program level or by showing how to avoid the effects of the defect. Customer must also accept a new program level if this results in adaptation efforts that are reasonable for Customer.

Art. 8 Liability

(1) Notwithstanding their liability for quality defects or defects of title, Licensor shall be liable, without restrictions, if the damage was caused by intent or gross negligence. Licensor shall also be liable for minor negligent violations of material duties (duties whose violation endangers the achievement of the purpose of the Agreement) and for the violation of cardinal duties (duties whose fulfilment makes the proper performance of the Agreement possible in the first place and on whose fulfilment Customer may rely), however only for the foreseeable damage that is typical to the Agreement. Licensor shall not be liable for any slightly negligent violation of other duties than those mentioned above. Any liability for the compensation of indirect damage, in particular for lost profits, shall apply only in case of negligence or gross negligence committed by legal representatives, executives or other vicarious agents of Licensor.

(2) Licensor will be liable, in particular, for the loss of data only in the amount of the costs arising insofar as user has made a data back-up on a regular basis and adequate for the application and has thus ensured that any lost data can be recovered with reasonable efforts.

(3) The statutory liability for personal injury and under the *Produkthaftungsgesetz* [Product Liability Act] shall remain unaffected. Licensor shall be entitled to plea comparative negligence on the part of Customer.

(4) The limitations of liability set forth in the preceding paragraph shall not apply in the event of injury of life, body and health, for any defect after acceptance of a guarantee and in case of maliciously concealed defects.

(5) Licensor shall not be liable for any damage or loss arising from the use of all products or services provided by a third party in accordance with the general terms and conditions and end user terms of use of such third party, OpenStreetMap, Microsoft Bing Maps, Google Maps and MapQuest.

Art. 9 Statute of Limitation

(1) By way of derogation from Section 438 I No. 3 and Section 634a (1) No. 1 of the *BGB* [German Civil Code], the general statute of limitation for claims arising from quality defects and

defects of title in the sale or development of Software shall be one year from the date on which the goods or services are handed over or provided.

(2) The special statutory regulations applicable to third party in rem claims for restitution in case of fraud of Licensor and to claims of recourse against supplier in case of final delivery to a consumer (Section 479 of the BGB) shall remain unaffected.

(3) The aforementioned periods of limitation shall also apply to contractual and non-contractual claims for damages of Customer arising from a defect of the machines, unless the application of the normal statutory statute of limitation (sections 195, 199 of the BGB) would result in a shorter period of limitation in the individual case. The periods of limitation set forth in the Produkthaftungsgesetz shall remain unaffected in each case.

Art. 10 Secrecy and Data Protection

(1) The contract partners undertake to keep in strict secrecy all trade and business secrets or information identified as confidential information of the other contract partner which they receive or become aware of during the performance hereof. The information and documents must not be made available to third parties that are not involved in the performance of the Agreement. The contract partners will keep and safeguard the subject matters of the Agreement in such a manner that any misuse by third parties is improbable.

(2) Information and documents not affected by the duty of secrecy shall be those which are in the public domain and accessible or which have already been known to the receiving contract partner at the time of disclosure or which have been made available to them in a legal manner from third parties, at a later time.

(3) Customer expressly agrees to the collection, processing and use of personal data. Licensor will, as a matter of course, keep in confidence any stored personal data. They will in no event be disclosed to third parties for advertising purposes.

(4) Personal information may also be used to inform about products, marketing campaigns and other services, if Customer has given their express prior consent.

(5) Customer shall be entitled to revoke their consent, at any time, with effect for the future. In such event, Licensor shall be obliged to immediately delete the personal data of Customer. In the event of on-going contractual relations, the data shall be deleted after the termination of such relations.

Art. 11 Final Provisions

(1) By placing your order you expressly accept the contents of and agree with our General Terms and Conditions and of this End User License Agreement (EULA).

(2) All amendments and supplements of this Agreement must be made in writing to be effective. The contract partners shall be deemed to meet this requirement if they send documents in text

form, in particular by fax or email, unless otherwise provided for individual declarations. Any waiver of the written form requirement must be made in writing to be effective.

(3) If any provision hereof is or becomes ineffective or if the Agreement is incomplete, the remaining provisions shall remain in full force and effect. The contract partner will replace the ineffective provision by a provision which is legally effective and comes as close as possible to the sense and purpose of the ineffective provision. The same shall apply to any loopholes in the Agreement.

(4) Any and all legal relations under this Agreement shall be subject to the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(5) Place of jurisdiction for all disputes shall be Stendal if Customer is a merchant, a legal person under public law or a special fund under public law or if Customer is equivalent to such or if Customer has their registered office or their branch in a foreign country.

ZORN INSTRUMENTS GmbH & Co. KG
Benzstr. 1
39576 Stendal, Germany
Commercial Register: *Amtsgericht* [Local Court of] Stendal, registration number HRA 5046

Status: September 2016

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