

License Agreement

of Softsolution North America Inc.,
registered FEI: 36-4913462
business address: 4338 Regency Drive, 60025 Glenview, IL
(hereinafter referred to as "Softsolution")

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1. Scope

The following Agreement contains the terms and conditions under which Softsolution GmbH licenses computer programs to Licensees. The license under this Agreement is a simple license of use granted by the Licensor to the Licensee (the Licensee obtains an ordinary right to use the licensed product within his company).

2. Type of licensing

The Licensor herewith grants to the Licensee a personal, non-transferable and non-exclusive simple license to use the software in accordance with the conditions below.

A license granted by the Licensor entitles the Licensee to the use of the licensed version only. New versions may only be used under separate licenses granted by the Licensor or in accordance with the provisions of a Software Maintenance Agreement concluded between the Licensor and the Licensee.

The software components and documentation connected with this license (together referred to as "Software") are the property of Softsolution GmbH. All copyright and proprietary rights with regard to the Software remain with Softsolution GmbH. The Licensee receives exclusively the rights for the ordinary use of the software. A license includes all versions of the Software that Softsolution GmbH supplies to the Licensee, as also all versions of the Software supplied under warranty arrangements or under any maintenance agreement concluded separately.

The Licensee shall be entitled to:

- use the Software exclusively at the location of the Licensee (with the location being defined in Annex 1)
- use the Software exclusively on a single computer (separate agreements are required for the use of the Software on multiple computers)
- make a copy of the Software for the purpose of archiving or copy the Software onto the hard disk of his computer and to archive the original CD.
- the Software may be used exclusively by one person at a time.

Among other things, the Licensee is not entitled to:

- make the Software available to third parties
- loan, rent, sell or sublicense the Software or parts thereof
- analyse the Software with a view to reproduction (reverse engineering), decompile, disassemble, alter or translate the Software or access the source code of the Software by any means whatsoever, or create products derived from the Software
- use the previously received copy or earlier version of the Software if he has received a set of replacement disks or CD ROMs or an upgrade version as a replacement for the previous version. After receipt of an updated Software version, the Licensee must destroy all copies of earlier versions (proof of such destruction is to be provided) or return them to the Licensor, depending on the respective instructions of the Licensor.
- use the Software at more than one location
- make copies of the Software or distribute such copies, unless this is done as described above for saving purposes
- create derivative software or software that is similar in visual or functional terms
- reproduce the user documentation or parts thereof or hand it over to third parties.

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3. Data carriers

The Software is supplied on disks, CD ROM or other available data carriers. The user documentation is provided on a data carrier.

4. Copy protection (Dongle)

Softsolution uses a USB copy protection device (dongle) as a hardware-based copy protection system, among other matters, to protect the Software from unauthorized reproduction.

The customer shall use the dongle only as designated and only to the extent necessary to exercise his rights under a separate license agreement with Softsolution and/or fulfil any provisions of such an agreement.

If the dongle becomes non-operational through no fault of the customer, the customer will receive a free replacement dongle from Softsolution in exchange for the broken one that is to be returned to Softsolution or third parties named by it. If the dongle is lost and/or stolen, Softsolution shall only replace it against payment of the applicable price and/or applicable license fee.

5. Termination

Should the Licensee or his employees or agents violate a provision of this Agreement, the Licensor shall be entitled to terminate the license agreement between the Licensor and the Licensee forthwith (with the exception of payments outstanding in which case a period of grace shall be granted as specified in item 6). In the event of a termination of this kind, the Licensee shall discontinue the use of the Software immediately and return the Software including all and any copies and print-outs received or created by him to the Licensor without delay. Termination by the Licensor refers to all versions of the Software made available to the Licensee including copies thereof. In the event of termination by the Licensor, there shall be no entitlement to reimbursement of any amounts paid. In such a case, any license fees not yet paid shall be paid to the Licensor by the agreed end of the license period.

Any violation of a provision of this Agreement by the Licensee entails a penalty of USD 10,000 that is due forthwith irrespective of any damage claims of the Licensor beyond the actual damage.

6. License fee

The Licensee agrees to pay the license fee in accordance with the defined payment conditions when ordering the license from the Licensor. The license fee plus applicable VAT are to be paid monthly in advance. If the Licensee is in arrears with payments, the Licensor shall be entitled to terminate the Agreement following an overdue notice in which a respite of 30 days is granted.

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7. Warranty – Limitation of liability

The Licensee acknowledges that it is impossible under the general state of the art for Software to work flawlessly in all applications and combinations. The only subject of this Agreement is therefore software that can generally be used for the technical specifications agreed in writing and in accordance with the user instructions. Warranty shall be granted at the discretion of the Licensor only, either in the form of replacement of the software medium that has been proven to be defective and returned to the Licensor together with a proof of purchase within the warranty period, or in the form of reimbursement of the license cost paid. The place of warranty fulfilment shall in any case be the registered place of business or an operational site of the Licensor. Out-of-pocket and travel expenses incurred while fulfilling warranty claims shall therefore on principle be borne by the Licensee. The Licensor shall only be liable under warranty if and to the extent that the Licensee has fulfilled his contractual obligations. The Licensor grants warranty for visible or hidden flaws or the lack of explicitly promised properties within 12 months from the day of supply and/or acceptance and/or transfer of risk. The Software shall be checked immediately after receipt and/or installation. Any defects discovered are to be reported forthwith. Warranty claims will lapse in any case if the Licensee manipulated or changed the Software without the written approval of the Licensor or if he handled the Software improperly.

This limited warranty is exclusive and applies in lieu of all other explicit and implied agreements, including the implied representation of marketability, fitness for a specific purpose and non-violation of intellectual property rights.

The Licensor shall in no case be liable for any indirect, consequential or similar damages, as in particular damage from lost profit or lost data that result from the proper or improper use of the Software or the Software itself, even if the Licensor has been informed about the possibility that such damage may occur.

The Licensor further disclaims any damage claims for delay, impossibility of delivery, positive violation of contractual duty, fault in the formation of the contract, and claims for compensation of indirect damage, consequential damage, interruption of operations, lost profit and non-materialisation of expected savings and claims against the Licensor for reasons of claims made by third parties against the Licensee; liability for tort shall also be excluded.

Any liability of the Licensor shall in any case be limited to the license cost paid for the Software and/or the license fees paid by the Licensee during a period of one year prior to the damage.

8. Assignment of the license

The Licensee must not grant any sublicenses for the Software without the prior written approval of the Licensor, nor assign or otherwise transfer the products or his rights or obligations under this Agreement to third parties.

9. Prices, taxes, fees, dues and charges

All payments to be made by the Licensee to the Licensor are inclusive of statutory value added tax. VAT and indirect taxes that are due for the license payments are therefore the exclusive liability of the Licensee.

Any costs, fees, charges and due to be paid for the formation and implementation of offers and contracts between the Licensor and the Licensee shall be borne by the Licensee.

If the legal grounds for the import or export from Austria change between the moment the order is placed and the moment the supply is made, the Licensor shall be entitled to adjust the prices accordingly. Installation service is not included in the price.

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10. Severability

If any of the provisions of this Agreement are unenforceable or ineffective or lose their effectiveness as a result of circumstances occurring at a later date, or if there is a gap in the Agreement, the validity of the other provisions shall not be affected. The contracting parties agree to replace the ineffective or incomplete provision by a provision that is legally valid and complete and fulfils the economic and legal purpose of the invalid or incomplete provision.

11. Miscellaneous

The Licensee agrees to being publicly named as a reference customer and/or project of the Licensor. The Licensee acknowledges that the Software will be available in English and German only and in no other languages.

Changes, amendments and additions to this Agreement require the written form to be effective; the same applies for a waiver of the written form requirement. The Licensor's General Terms and Conditions of Sale apply in addition, with the specific regulations of this Agreement taking precedence over the General Terms and Conditions in the event of a collision.

This Agreement is subject to Austrian law with the exclusion of the UN Convention on the International Sale of Goods and disregarding any Conflict of Laws Rules of Private International Law. All legal disputes resulting from this Agreement including disputes relating to its conclusion, validity and dissolution are subject to the exclusive jurisdiction of the competent court of Linz/Austria.