

SOFTWARE LICENSE AGREEMENT

By installing and/or using the Software (as defined below) the user ("**Licensee**") accepts to be personally bound by the terms of the following software license agreement ("**License Agreement**").

Notwithstanding the foregoing, if the user is an employee or otherwise works for a company, the company is deemed to be the Licensee and to have accepted the terms and conditions of this License Agreement. In such case, the user warrants and represents to be authorized to accept such terms on the company's behalf.

If the user is not authorized to accept this License Agreement on behalf of a company or does not wish to accept it, the installation of the Software has to be aborted, respectively the use of any license key has to be discontinued, the Software may not be used in any form whatsoever, and the user must de-install and remove the Software and/or license key from all devices.

Subject to the above, Licensor (as defined below) and Licensee (as defined above) (each a "**Party**" or together the "**Parties**") hereby agree as follows:

1. DEFINITIONS

Capitalized terms have the meaning ascribed to them below or elsewhere in the License Agreement:

1.1. "Documentation" means the user documentation and other operating, training, and reference manuals relating to the use of the Software.

1.2. "Effective Date" means the date on which the Software is made available to Licensee.

1.3. "Licensor" means the Kistler Group, which includes Kistler Holding AG and all of Kistler Holding AG's subsidiaries in Europe, Asia, the Americas and Australia.

1.4. "Licensee" means the individual person or the legal entity, which obtains the Software license in accordance with this License Agreement.

1.5. "Software" means [**name of the Kistler software**] and includes all enhancements, modifications, improvements, additions, and derivative works thereto, including without limitation any new updates, upgrades or patches when made available.

1.6. "Source Code" means a series of instructions or statements in an English-like high-level computer language such as C++, or in a relatively low-level language such as the assembly language.

2. LICENSE

2.1. Grant of License. Subject to the terms and conditions of this License Agreement and Licensor's order confirmation concerning the Software, Licensor grants Licensee a non-exclusive, non-transferable, non-assignable, non-sublicensable right to:

a. Use the Software consistent with the use limitations specified in this License Agreement only for Licensee's business purposes;

b. Use the Software in connection with designated hardware or as otherwise permitted in writing by Licensor;

c. In case of licenses granted for a number of users, use the Software only for such number of users as permitted by Licensor; and

d. Use the Documentation only as reasonably necessary for the exercise of the rights granted under subsection a., b. and c. above.

In case of contradictions between this License Agreement and Licensor's order confirmation, such order confirmation shall take precedence over this License Agreement.

2.2. Prohibited Use. Licensor reserves all rights not expressly granted herein. Licensee may use the Software and the Documentation only in accordance with this License Agreement and may not copy, modify, adapt, or create derivative works of the Software or Documentation. In no event shall Licensee (a) use the Software and the Documentation for the

purpose of providing it as a service (SaaS), (b) permit any third party to use the Software and the Documentation, (c) decompile, reverse assemble, reverse engineer the Software, or in any other way try to derive the Source Code of the Software, or instruct, or permit any third party to decompile, reverse assemble, reverse engineer the Software, or in any other way try to derive the Source Code of the Software, except to the extent otherwise permitted by law. Licensee is liable for any damage or loss incurred by Licensor or its affiliates arising from or in connection with such prohibited use by Licensee.

2.3. Hardware. If the Software is designated to be used with specific hardware or is embedded in a product of Licensor, use of the Software with any other hardware or as part of any other product, whether from Licensor or not, is not permitted.

2.4 Audit. Licensee grants Licensor the right, which Licensor may exercise upon reasonable prior written notice and no more than once per year, to enter Licensee's premises during business hours for the sole purpose of examining Licensee's records and other information relating to Licensee's use of the Software. If this examination reveals that Licensee has improperly used the Software, Licensor shall invoice Licensee for such unauthorized use based upon Licensor's standard fees in effect at the time the examination is completed. If the underpaid fees exceed five percent (5%) of the fees actually paid, then Licensee shall also pay Licensor's

reasonable costs of conducting the examination. Otherwise, Licensor shall bear the costs of the audit.

3. DELIVERY

3.1. Delivery. Licensor makes the Software and the Documentation available to Licensee by providing Licensee with a link, storage medium or similar and, if necessary, license keys to activate the Software.

3.2. Installation and Responsibility for Data. The installation of the Software or the activation of the pre-installed Software with a license key, as well as the installation or activation of upgrades, updates and patches on Licensee's systems shall be done by Licensee. Licensee acknowledges and agrees that it is within the sole responsibility of Licensee to make backups of the data entered into and produced by the Software.

4. SUPPORT AND MAINTENANCE

4.1. Support. Licensor may at its sole discretion make available support services for free or subject to payment of additional fees, or Licensee's agreement to additional or different terms, including the signing of a support contract.

4.2. Maintenance. Licensor may at its sole discretion make available upgrades, updates or patches to Licensee, for free or subject to payment of additional fees or Licensee's agreement to additional or different terms, including the signing of a maintenance contract. Licensee acknowledges and agrees that

Licensor may also discontinue certain functionalities of the Software (including supported interfaces) with future releases and that Licensor is under no obligation to resupply Licensee with older versions of the Software when an upgrade, update or patch has not been installed.

5. FEES AND PAYMENT MODALITIES

5.1. Fees and Charges. Licensee shall pay to Licensor the fees and charges for the Software in accordance with Licensor's applicable price lists and payment terms.

5.2. Payment Terms and Default Interest. Unless otherwise agreed in writing, all license fees are non-cancelable and non-refundable, and shall be paid in advance. All payments shall be due within 30 days after receipt by Licensee of the corresponding invoice.

Licensor may without further notice charge default interest of 6 % per year on any invoices not paid in time.

5.3. Taxes. Fees and all other amounts due to Licensor are exclusive of all taxes, duties, and assessments, including without limitation all sales, withholding, VAT, excise and use taxes (collectively, the "Taxes"). All such Taxes as well as any other dues shall be borne by Licensee.

5.4. Offset. Licensee has no right to offset the payment of license fees owed to Licensor with any claims which it may have against Licensor.

6. OWNERSHIP RIGHTS

6.1. Ownership. Subject to Clause 6.2, Licensee acknowledges that Licensor or Licensor's affiliates own all rights, title, and interest in the Software and Documentation (and all copies thereof), including but not limited to all worldwide copyrights, trade secrets, trademark, and other proprietary rights therein. Licensee does not acquire any rights, express or implied, in the Software or Documentation other than those specified in this License Agreement. Licensee shall not represent that it has ownership of the Software or Documentation or at any time do, or cause to be done, any act or thing contesting, or in any way impairing Licensor's or Licensor's affiliates' right, title, and interest in the Software or Documentation, whether or not they are registered in the jurisdictions in which Licensee is located or does business.

6.2. Third Party Software. Licensee acknowledges that the Software may include third party software components including open source software (collectively "**Third Party Software**"), which are not owned by Licensor or its affiliates. All rights of Licensee to use the Third Party Software and warranties thereto, if any, shall be governed by the terms and conditions of the separate license agreement(s) for such Third Party Software between Licensee and the respective third party.

7. CONFIDENTIALITY

7.1. Nondisclosure. Each Party undertakes to the other that it shall treat the terms of this

License Agreement, together with all information of a technical nature or otherwise related to the Software, intellectual property or business affairs of the other Party, as may be communicated to it in connection with this License Agreement, confidential and shall not disclose such information to any person other than to its management or to those of its employees, for whom access to such information is necessary in performing their duties in accordance with this License Agreement. Each Party agrees not to use such information other than for the purposes of this License Agreement, subject always to any prior specific authorization in writing by the other Party to such disclosure or use. This provision, however, shall not apply to information which (a) is already in the public domain, other than by action or inaction of the receiving Party; (b) is obtained by the receiving Party from a bona fide third party having the right to disseminate such information; (c) is or has already been independently generated by the receiving Party without reference to any information disclosed by the disclosing Party, as shown by documents or other competent evidence in the receiving Party's possession; or (d) is required to be disclosed by law or the valid order of a court of competent jurisdiction or at the request of any government or other regulatory authority or agency, in which event the Party required to make such disclosure shall (i) notify the other Party as promptly as practicable, if possible prior to making any disclosure, and give the other Party an opportunity to limit such disclosure to the extent possible, and shall (ii) make own

reasonable endeavors to seek confidential treatment of such information. The Party claiming to act under one of the exceptions (a) through (d) above bears the respective burden of proof.

8. WARRANTY

8.1. Software Warranty. Licensor warrants that it has the right and power to grant the License herein. Licensor further warrants for a period of ninety (90) days from the Effective Date that, if fully implemented on suitable systems, the Software will perform materially in accordance with the description provided in the Documentation. Licensee acknowledges that software in general is not error-free and agrees that the existence of errors shall not constitute a breach of this License Agreement. In case of material errors in the Software, which substantially affect Licensee's use of the Software, Licensee shall report such material errors to Licensor as soon as reasonably practicable to receive warranty remedies, but in no case later than the expiration of the ninety (90) day warranty period. In the absence of any gross negligence or intentional misconduct on the part of Licensor, Licensee's sole and exclusive remedy for any breach of the warranty contained in this Clause 8.1, and Licensor's entire liability and obligation shall be, at Licensor's election, (i) to repair or replace the Software, or if Licensor is unable to repair or replace the Software or remedy the reported deficiencies after using commercially reasonable efforts within a reasonable period of time, (ii) to refund the license fees paid for the

Software. In the event Licensor refunds the license fees, Licensee shall remove all Software and Documentation from its systems and return to Licensor all copies it has made, if any, within ten (10) days, and upon request certify in writing its compliance with this Clause 8.1.

If the Parties have agreed on any maintenance agreement, removal of errors shall be governed by and be subject to the terms of such agreement, and Licensor shall be entitled to charge Licensee in accordance with the provisions of such agreement.

8.2. Warranty Exclusion The warranty given in Clause 8.1 above will become void in the event that Licensee (a) alters the Software or Documentation in any manner, or (b) uses the Software other than in accordance with the terms and conditions of this License Agreement.

8.3. Warranty Limitations. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, LICENSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO LICENSEE OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE OR DOCUMENTATION OR OTHERWISE REGARDING THIS LICENSE AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED AND DISCLAIMED.

9. LIMITATION OF LIABILITY

9.1. GENERAL LIMITATIONS. LICENSEE ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL LICENSOR OR ANY OF LICENSOR'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES BE LIABLE TO LICENSEE, ANY OF ITS AFFILIATES, OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA OR GOODWILL IN ANY WAY, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, ARISING FROM OR RELATING TO THIS License AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF LICENSOR HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR LOSSES OCCURRING.

9.2. CAP ON LIABILITY. IN NO EVENT WILL LICENSOR'S LIABILITY FOR ANY DAMAGES TO LICENSEE, ANY OF ITS AFFILIATES, OR TO ANY THIRD PARTY, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, IN TOTAL EVER EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO LICENSOR UNDER THIS LICENSE AGREEMENT. THESE CLAUSES 9.1 AND 9.2 SHALL NOT APPLY TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF LICENSOR.

10. TERM AND TERMINATION

10.1. Term. This License Agreement enters into force on the Effective Date and remains in

full force and effect as long as any right to use the Software granted to Licensee under this License Agreement remains in effect.

Unless otherwise agreed in writing, if Licensor and Licensee have agreed on a fixed term, this License Agreement shall, after the expiration of the first fixed term, automatically renew for consecutive periods of the same duration as the initial fixed term, unless terminated in accordance with Clause 10.2 or 10.3 below.

10.2. Termination. Unless otherwise agreed, this License Agreement may be terminated as follows:

Ordinary Termination: Either Party may terminate this Agreement at any time upon 3 (three) months' prior written notice, provided that if a fixed term has been agreed, ordinary termination shall only be permitted upon 3 (three) months prior to the expiration of a fixed term.

Termination for Cause: Either Party may terminate this License Agreement or a part thereof at any time upon giving written notice in the event that the other Party materially breaches this License Agreement, which includes any prohibited use as specified in Clause 2.2 (Prohibited Use) above, by Licensee or any of its affiliates, officers, directors, employees, agents, or representatives. Such termination notice may be issued:

a. in case of a breach capable of correction in notifying Party's reasonable discretion: twenty (20) days after written notification to the defaulting Party specifying the breach, if the

defaulting Party fails to correct the breach within that time; or

b. in case of a material breach not capable of correction in the notifying Party's reasonable discretion, including a change in the ownership situation of the Licensee: immediately.

In the event of a termination by Licensor pursuant to this Clause 10.2, Licensee is not entitled to any refund of fees or charges paid or reduction of fees or charges owed under this License Agreement. However, in the event of a justified termination by Licensee pursuant to this Clause 10.2, Licensor shall refund the fees paid by Licensee less a fair remuneration for Licensee's use of the Software and Documentation prior to the date of termination, calculated, for example, on a pro-rata basis.

10.3. Post-Termination Obligations. Upon termination of this License Agreement, all rights and licenses granted by Licensor hereunder shall immediately cease, and Licensee shall immediately remove all Software (including any means for authorization, such as license keys) and Documentation from its systems and return to Licensor all copies which Licensee has made, if any, within ten (10) days, and upon request certify in writing its compliance with this Clause 10.3. Termination of this License Agreement shall not limit either Party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Licensee of its obligation to pay all fees and charges that are owed by Licensee under this License Agreement as of the termination.

10.4. Survival of Terms. Upon termination of this License Agreement, the provisions of this License Agreement concerning the ongoing interests of the Parties shall continue and survive in full force and effect, including without limitation Clauses 2.2 (Prohibited Use), 6 (Ownership Rights), 7 (Confidentiality), 9 (Limitation of Liability), 11.5 (No Waiver) and 11.11 (Governing Law and Jurisdiction).

11. GENERAL PROVISIONS

11.1. Independent Parties. This License Agreement shall not be construed as creating any employment relationship, partnership, joint venture, or agency relationship or as authorizing one Party to enter into any commitment or agreement on behalf of the other Party.

11.2. Binding Effect, No Third Party Beneficiary. This License Agreement shall be binding upon and inure to the benefit of the Parties and, as permitted by this License Agreement, to their transferees, successors, and assignees, but not to the benefit of any other third parties.

11.3. Assignment. Licensee shall not assign any of its rights or obligations under this License Agreement in whole or in part without the prior written consent of Licensor. The assignment of Licensor's rights and obligations under this License Agreement to a company affiliated with the Licensor is permitted, provided the Licensee is informed in writing.

11.4. Notices. All notices required to be given hereunder shall be given in writing and shall be delivered by hand or registered letter.

11.5. No Waiver. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any expressed or implied term of this License Agreement shall constitute a consent to any prior or subsequent breach.

11.6. Force Majeure. Neither Party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control, including without limitation an act of God, war, or natural disaster or a pandemic.

11.7. Severability. If any provision of this License Agreement is declared invalid by a court or authority of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this License Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

11.8. Amendments. Except as otherwise provided for in this License Agreement, no modifications, additions, or amendments to this Agreement shall be effective unless made in writing and signed by duly authorized representatives of the Parties.

11.9. Governing Law and Arbitration. This License Agreement shall be governed by and construed in accordance with substantive Swiss law excluding the Swiss conflict of law rules.

Any dispute, controversy, or claim arising out of, or in relation to, this contract, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one or three. The seat of the arbitration shall be Winterthur, Switzerland. The arbitration proceedings shall be conducted in English.

Licensor reserves the right to seek immediate action, such as injunctive relief, before other courts or authorities.