End User Licence Agreement

Clause 1 Scope of Application

1. The subject matter of this end user licence agreement (hereinafter: the "Licence Agreement") is the grant of use rights for software by movisens GmbH, Augartenstraße 1, D-76137 Karlsruhe (hereinafter: "movisens") to the end user (hereinafter: the "Licensee").

2. This Licence Agreement applies exclusively in relations with enterprises and legal persons governed by public law (e.g. universities, foundations under public law, etc.); it does not apply in relations with consumers. This Licence Agreement applies to the provision of software free of charge and to the purchase of software.

3. Insofar as third-party software (including Open Source Software) and third-party data is integrated into the software, the provision and use of such third-party products shall be governed primarily by the licensing terms and terms of use of the third-party manufacturer and/or by the relevant applicable open source licensing terms which movisens shall point out to the Licensee (e.g. through a corresponding reference in the program directory). In the alternative and in addition, the licensing terms set out in this Licence Agreement shall apply accordingly to integrated third-party products. This Licence Agreement does not apply to software components that are offered by movisens separately from the software for downloading under an open source licence; in this respect the relevant open source licensing terms shall apply exclusively.

4. Standard terms and conditions of the Licensee shall not become an integral part of this Agreement even if movisens does not object to such terms.

Clause 2 Provision of Software and Updates

1. The software shall be provided to the Licensee either per download from the internet or on a data medium (e.g. a USB stick) for permanent use. The Licensee shall receive the software in machine code (executable version) together with integrated user documentation in the English language. There is no claim for the provision and use of the source code of the software. The Licensee is responsible for installing the software on its computer system. Use of the software requires prior entering of the license key provided by movisens for the purpose of activating the software.

2. The Licensee shall be entitled to download generally available updates of the software on the movisens website at no further expense. This includes any subsidiary versions within the release status acquired by the Licensee, for example within release 3 the versions 3.1.0 and 3.8.3. Licensee shall be responsible for installing the updates. If the software previously provided is replaced by an update, then the Licensee's rights under this Licence Agreement with regard to

the previously provided and now replaced software shall lapse as soon as the Licensee makes productive use of the new software version.

3. The necessary system requirements for smooth operation of the software are specified on the movisens website and/or in the user documentation for the software. The Licensee bears sole responsibility for satisfying these system requirements. movisens points out that it is not possible to verify and test the software for compatibility and operability in all potential system environments. movisens does not provide any warranty or guarantee for the future release capability of the software, e.g. if Licensee changes its hardware or operating system.

Clause 3 Grant of Use Rights

1. In relation to the Licensee all copyrights and other intellectual property rights to the software (including all new releases and updates) shall accrue exclusively to movisens and/or its licensors. The Licensee shall receive a use right to the software in accordance with the following terms, subject to the condition precedent of payment of the full licence fee (where such a fee is payable, otherwise upon provision of the software).

2. movisens grants the Licensee a non-exclusive right that is unlimited in time and geographical scope, but is restricted in substance to a certain number of installations, to use the software solely for its own purposes. Unless expressly agreed otherwise in writing by the contracting partners, the software may be used by the Licensee solely for scientific or academic purposes and for research purposes (intended use), and in particular may not be used in order to offer or provide services to third parties against payment of a fee.

3. The Licensee may reproduce the software insofar as is necessary for use of the software within the scope of the licence. Necessary reproductions include the installation of the software on the agreed number of computers as well as the loading into the random access memory (RAM) of the computers. The Licensee may transfer the software from one computer to another provided the agreed number of installations is not thus exceeded.

4. The Licensee may make necessary back-up copies of the software. A back-up copy on a movable data medium shall be designated as such and a copyright notice affixed to it. The Licensee may not modify or remove copyright notices within the software or other features serving to identify the program.

5. Unless permitted by mandatory statutory provisions, the Licensee may, in particular, not modify or rearrange the software, may not lend, rent or otherwise distribute it to third parties, nor may the Licensee use the software through, on behalf of or for the benefit of third parties, or make it available to third parties within a network or via the internet.

6. Prior to decompilation for the purpose of rendering the software interoperable, the Licensee shall submit a written request to movisens to make the relevant information and documents available within a reasonable period of time. The Licensee is only entitled to decompile the software within the statutory limitations (Sec. 69e German Copyright Act) after such period expires without results. Prior to involving third parties for decompilation purposes, the Licensee

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shall obtain from such third party a written undertaking of confidentiality addressed directly to movisens.

7. The Licensee may only transfer the software to third parties subject to complete and final abandonment of its own use. Temporary or partial transfer of the software to third parties or provision to several third parties is not permitted. Transfer of the software is subject to the prior written consent of movisens. movisens shall grant its consent if the Licensee submits a written undertaking from the third party of compliance with the licensing terms applicable to the software, and if the Licensee gives a written assurance to movisens that it has provided all original copies of the software to such third party and has irrevocably deleted all of its own copies.

8. As regards test installations, the Licensee's use rights are limited in time to the agreed duration of the test phase (e.g. 30 days) and in substance to those operations serving to determine the characteristics of the software and its suitability for the Licensee's purposes.

9. Any use of the software going beyond the rights granted above is subject to the prior written consent of movisens. If use is made without such consent, movisens shall be entitled to invoice the Licensee for the licence fee payable for the additional use (also for use made in the past). Furthermore, in case of culpable exceeding by the Licensee of the rights granted, a contractual penalty amounting to 10 times the licence fee paid shall be imposed. movisens reserves the right to claim further damages. A contractual penalty imposed and paid shall be deducted from the claim for damages.

Clause 4 Licence Fees

1. Commercial software shall be provided to the Licensee by movisens against payment of a non-recurrent licence fee. The amount of the licence fee shall be shown in the offer made by movisens.

2. The licence fee is in each case subject to the VAT in force. The licence fee shall be invoiced to the Licensee after conclusion of the agreement and shall be payable without deductions immediately after receipt of the invoice.

Clause 5 Claims In Case of Defects

1. Insofar as movisens provides the software to the Licensee under a contract of sale (i.e. not for example within the context of a test phase that is free of charge), movisens warrants that the software corresponds to the specification on the movisens website and in the user documentation, and that use of the software by the Licensee in accordance with the agreement is not prevented by rights of third parties.

2. Defects in the sense of the warranty obligations of movisens are reproducible errors alone, the cause of which lies in defects in quality of the software. Hence a functional impairment resulting for example from a change in the operating system, from incorrect operation of the software or

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for other reasons originating within the Licensee's sphere of risk, does not constitute a defect. Liability for defects also requires that the Licensee has not modified the software or used it in breach of the contractual requirements, unless the Licensee proves that the defect was not related to such circumstances.

3. Material defects shall be notified promptly by the Licensee by way of a plausible description of the error symptoms, insofar as possible proven by written records (e.g. error protocols). Insofar the Licensee has statutory obligations to investigate the software and provide notification to movisens, such obligations shall remain unaffected.

4. In case of proven material defects, movisens is first entitled and obliged to cure such defects (*Nacherfüllung*). This shall take place at movisens' discretion by way of the rectification of defects, provision of an update or by pointing out to the Licensee reasonable options for circumventing the effects of the defect. Where the functions of the software are impaired only slightly or not at all by a material defect, movisens shall be entitled to cure such defect by supplying a new update in the course of its general release planning. Where there are proven defects in title, movisens shall procure a legally correct possibility of using the software for the Licensee or shall exchange the software for equivalent software corresponding to the contractual agreements, provided the Licensee can be reasonably expected to accept such an exchange.

5. If the rectification of a defect finally fails (at least two attempts are permitted per defect notified) or if movisens refuses the rectification, the Licensee may choose to reduce the licence fee or – in case of a significant defect - withdraw from the agreement. Clause 8 of this Licence Agreement applies to claims for damages and for the reimbursement of futile expenses.

6. Where software updates are supplied, any claims of the Licensee relating to defects shall be limited to the relevant new elements of the update as compared with the previous status of the software.

Clause 6 Infringement of Intellectual Property Rights

1. If a third party raises claims against the Licensee based on the infringement of its intellectual property rights through the use of the software by the Licensee, the Licensee shall promptly notify movisens in writing and comprehensively. The Licensee hereby authorizes movisens to conduct the dispute with the third party on its own, both in and out of court. If movisens avails itself of this authorization, which is at its discretion, then the Licensee shall not recognize the claims of the third party without movisens' prior consent and shall refrain from any acts that could impair the defence of such claims by movisens.

2. Insofar as the claim of the third party is based on a defect in title for which movisens is responsible, movisens shall indemnify the Licensee against all costs relating to the defence of claims and against all damages and losses resulting from the infringement of the intellectual property rights within the limits set out in Clause 8 below.

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Clause 7 Limitation Period

The limitation period for claims of the Licensee is

- one (1) year if the claim is based on material defects,

- one (1) year if the claim is based on defects in title unless the defect in title lies in a right in rem accruing to a third party on the basis of which surrender of the software can be required;

- apart from this in accordance with the statutory provisions.

In case of intent (in particular, fraudulent concealment of a defect) and in case of gross negligence on the part of movisens, the statutory limitation periods also apply.

Clause 8 Liability

1. movisens is liable for damages arising through the use of software provided free of charge or during a test phase that is free of charge solely in case of intent or gross negligence.

2. Apart from this movisens shall pay damages and compensation for futile expenditure, no matter on what legal ground (e.g. based on contract or tort), solely to the following extent:

    • in the full amount in case of intent, gross negligence and where a guarantee (*Garantie*) is assumed;

    • in all other cases only for a violation of a material contractual obligation, non-compliance with which would jeopardize the attainment of the contract purpose and on fulfilment of which the Licensee may therefore usually rely (so-called *Kardinalpflicht*), however, liability is insofar limited to the compensation of the typical and foreseeable damage.

3. Liability for the loss of data is limited – except in case of intent or gross negligence – to the typical expenditure for restoration that would have arisen if back-up copies had been made by the Licensee at regularly scheduled and risk-adequate intervals.

4. Statutory liability for personal injury and under the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected by the above terms and restrictions.

Clause 9 Confidentiality and Data Privacy Protection

1. The Licensee undertakes to keep confidential any and all business and trade secrets of movisens that were entrusted, made available or otherwise became known to it, as well as all information that is evidently confidential, and shall use such confidential information solely for the contractually intended purpose and shall not disclose it to unauthorized third parties. In particular, confidential information includes the software and the user documentation provided to the Licensee. The Licensee shall ensure that if at all possible unauthorized third parties do not obtain access to the confidential information.

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2. movisens shall store and process personal data of the Licensee solely to the extent necessary for processing and performing the Licence Agreement or insofar as the Licensee has granted its consent to such handling of the data.

Clause 10 Final Provisions

1. The assignment or transfer of contractual rights and obligations by the Licensee to third parties – including affiliates of the Licensee – is subject to the prior written consent of movisens.

2. If the Licensee commits a significant breach of the terms of this Licence Agreement, then movisens – in addition to other rights that remain unaffected – shall be entitled to revoke the use rights granted for the software.

3. This Licence Agreement is governed exclusively by German law to the exclusion of the UN Convention on the International Sale of Goods (CISG). The venue for all disputes arising from and in connection with this Licence Agreement is Karlsruhe, Germany. movisens is also entitled to file an action at any other court with national or international jurisdiction.

4. Should a provision in this Licence Agreement be or become invalid or unenforceable, or if there is a gap in this Licence Agreement, this shall not affect the remaining provisions hereof.