

Licensing Agreement

Dorner Electronic GmbH
A-6863 Egg, No. 914

In the following, it shall be specified what you, hereinafter referred to as "LN", are permitted to do with our software product. The General Business, Delivery and Licensing Conditions (Appendix 1) form an integral part of this contract.

1. Licensing agreement:

- 1.1. These software licensing conditions (hereinafter referred to as "licence") regulates the rights and limitations for the use of the software, including the corresponding documentation.
- 1.2. Dorner Electronic GmbH, hereinafter referred to as "Dorner", shall supply you, as "LN", with the Dorner Electronic GmbH software package.
You are permitted to use the corresponding documentation and sample files according to this licensing agreement.
- 1.3. Through the installation of the software supplied by "Dorner", you acknowledge these licensing conditions in their entirety.
- 1.4. With the installation and use of the software, you confirm, in any case, that you have read this licensing agreement and that you are in agreement with it.

2. Licence:

- 2.1. "Dorner" herewith grants the licensee a basic (not exclusive), non-transferable licence for the software.
It is expressly agreed that the copyright and all other rights to the product shall remain with "Dorner".
- 2.2. The "LN" has the limited right to amend the product only within the scope of the options that may have been granted to him by "Dorner"; i.e., that the product is not permitted to be modified or amended in any other way.

3. Copyright:

- 3.1. All legal claims, ownership rights and intellectual property rights to the software from "Dorner", as well as all copies of it (these include, inter alia, not only exclusively, all titles, computer codes, dialogues and concepts) and all corresponding documentation, are the intellectual property of "Dorner".
- 3.2. The software is protected in favour of "Dorner" within the scope of UrhG (copyright act) and according to the federal law against unfair competition (UWG, in its respective valid version) in Austria and in the countries of the EU, as well as in other countries.
- 3.3. All rights remain reserved.
- 3.4. It is already pointed out at this point that "Dorner", as the copyright owner, reserves the right to take any legal steps in the case of infringement of this licensing.

4. Rights of the licensee:

- 4.1. The "LN" obtains a licence according to Clause 1.2. of this agreement and is entitled to install and use this product on the agreed number of computers, which, however, must exclusively be located in/belong to his operation and his company.
The authorisation to create copies and utilisation on hardware products that are not directly or indirectly associated with the operation of "LN" is expressly prohibited and thus excluded.
- 4.2. Trademarks and company names of "Dorner" are not permitted to be deleted in or on the material of the script or other data media. The "LN" must specify and note on printouts:
This product has been produced by "Dorner".
- 4.3. The "LN" is permitted to transfer the programme to another person, however, only if all rights and licensing agreements have been assigned and if the "LN" discontinues all use of the programme, deletes or destroys all copies of the programme (this also applies to copies on every storage medium) that the "LN" has created during his use of the programme and if the other person has declared his agreement to the conditions of this licensing agreement.
- 4.4. The "LN" is only permitted to create one (1) copy of the product for archiving and/or backup purposes.

5. The duties of the "LN":

- 5.1. The "LN" is only permitted to use the product in accordance with this licensing agreement. The "LN" is not permitted to rent out, lend, hand over or even transfer the product. The "LN" is not permitted to change the programme or fully or partially integrate it into another programme.

- 5.2. If the license hereunder is granted within the scope of an order placed with Dorner, the general contractor is required to pass it with the licence on to the end customer without reservation and notify Dorner about the transfer. With the transfer of the licence to the end customer, the general contractor is no longer the licensee.
- 5.3. On every script and on all copies that the "LN" creates, copyright notes and all other product comments of "Dorner" must be reproduced. In the event of wrongful removal of copyright notes in the scripts, a non-judicial right to impose a contractual penalty in the amount of EUR 10,000.00 is considered to be agreed. If higher damages can be proven, these can be additionally claimed.
- 5.4. The "LN" is obligated to create all technical preconditions in advance so that "Dorner" can install the software package. This includes the respective data media with sufficient capacity that must be equipped with constantly updated virus protection programmes and firewalls in order to have sufficient protection from viruses and possible attacks by hackers. The "LN" must provide evidence of this to "Dorner" prior to start of installation.
- 5.5. The results and performance of the programme supplied by "Dorner" lie solely within the application by the "LN". The "LN" must constantly maintain the data, exercise the required duty of care when entering the data on the computers and constantly monitor the results of his products.
- 5.6. The licensee is obliged to install on his computers, on which our software programs run, appropriate state-of-the-art antivirus protection programs, firewalls and other safety precautions in order to protect his computers from unauthorized accesses.

6. Term:

- 6.1. The licence shall apply for the entire duration of the use of the product by the "LN".
- 6.2. The licence will lapse as soon as the "LN" infringes any of these agreements or conditions. In this case, the "LN" already declares his agreement at this point to immediately delete and destroy all copies of the product permanently. This is to be evidenced to "Dorner" accordingly. However, the guarantee and liability limitations stated below shall irrespectively continue to remain in effect.

7. Liability limitations:

- 7.1. The licensed product will be made available to the "LN" on the basis of the current performance standard (latest version).
- 7.2. Due to the necessity of the respective customised configurations and the required knowledge of installation, start-up and operation of "Dorner" software and the corresponding required qualification, "Dorner" shall not be held liable if the installation is carried out by the "LN" himself.
- 7.3. This licence excludes further guarantee claims regarding suitability for a specific purpose that is not expressly standardised in the order confirmation. The full risk regarding the results and performance of the programme ultimately lies with the "LN".
- 7.4. "Dorner" has no liability obligation toward the "LN" or other third parties (natural persons and/or legal entities) with respect to any indirect, accidental damage or subsequent damage. Expressly excluded are also damages due to lost profit and respectively, due to lost or damaged data. Furthermore, the liability limitations of the General Business, Delivery and Licensing Conditions apply. In this context, the duties of the "LN" according to Clauses 5.3. and 5.4. are expressly referred to.
- 7.5. "Dorner" shall not be held liable vis-à-vis the "LN" for the loss of data, interest, income, profits, possible foregone contractual conclusions for direct or indirect damage or that are due to the faulty use or malfunction of the licensed product (see particularly Clause 5.4. above). "Dorner" shall furthermore not be held liable for subsequent damage that could have been caused due to contractual infringement or slightly negligent acts by "Dorner" or its employees, upstream suppliers or other persons.

8. Duty to observe secrecy:

- 8.1. Both contractual parties are obligated to treat all information and documents of the other contractual party and about the companies, the business processes of the other contractual party and the content of this agreement with strict confidentiality. Neither of the contractual parties is permitted, without the written consent of the other contractual party, to make this confidential information and documentation directly or indirectly accessible to third parties or use it for a purpose other than that foreseen by this agreement.
- 8.2. The duty to observe secrecy is suspended to the extent that the confidential information is required by law or for judicial proceedings; the confidential information is already known or can be acquired by third parties without infringement of the duty to observe secrecy according to Clause 8.1.

9. Miscellaneous:

- 9.1. This licensing agreement is an integral part of the purchase contract regarding the hardware, as well as the service agreement regarding the implementation of the "Dorner" software in the operation of the customer, under inclusion of the General Business, Delivery and Licensing Conditions.
- 9.2. Substantive Austrian law, in its valid version at the point in time of contract conclusion, applies to this licensing agreement and the General Business and Delivery Conditions.