

End-User License Agreement (hereinafter called EULA) of the NAVAX Unternehmensgruppe (NAVAX Group of Companies)

IMPORTANT – PLEASE READ CAREFULLY! THIS END-USER LICENSE AGREEMENT IS A LEGALLY VALID AGREEMENT BETWEEN A COMPANY OF THE NAVAX UNTERNEHMENSGRUPPE (NAVAX GROUP OF COMPANIES), CONSISTING OF THE NAVAX CONSULTING GMBH, THE NAVAX PROJEKT GMBH, THE 4RELATION CONSULTING GMBH, THE NAVAX GMBH (GERMANY), AND THE RED.SOFT-IT SERVICE GMBH, HEREFTER ABBREVIATED TO „NAVAX“, AND YOU, THE END-USER (HEREINAFTER CALLED „LICENSEE“). YOU AGREE THAT THIS EULA, AS EVERY WRITTEN CONTRACT SIGNED BY YOU, IS ENFORCEABLE. THIS EULA APPLIES TO THE USE OF STANDARD SOFTWARE (HEREFTER ABBREVIATED TO „SOFTWARE“ OR „SOFTWARE PRODUCT“), POSSIBLY ASSOCIATED MEDIA, PRINTED MATERIALS AND DOCUMENTATIONS, AND INDIVIDUAL ADJUSTMENTS. BY USING THE STANDARD- SOFTWARE PRODUCT, BY EXECUTING THE LICENSING PROCESS OR THROUGH DOWNLOADING, INSTALLING, AND ACCESSING, RESPECTIVELY, USING THE STANDARD SOFTWARE PRODUCT, YOU ACKNOWLEDGE TO AGREE TO BE BOUND BY THE PROVISIONS OF THIS EULA. THIS STANDARD SOFTWARE PRODUCT HAS BEEN DEVELOPED FOR LARGE NUMBERS OF USERS, AND FOR A DEFINED SCOPE OF APPLICATIONS, AND CAN ALSO BE SUBJECT TO OTHER CONDITIONS FOR LICENSING AND USE OF OTHER MANUFACTURERS, IN THEIR CURRENTLY VALID VERSION, IN ADDITION TO THIS EULA.

1. GRANT OF LICENSE

Provided that the payment for the effective license fees were made in full and the license was accepted by the licensee according to the terms and conditions of this EULA, NAVAX grants the licensee a non- exclusive and non-transferable license for a limited time for the use of the software and the accompanying documentation, according to the license key of NAVAX. The licensee agrees that the software product has not been sold to them, but instead merely licensed to them, according to authorisation code, which means that the licensee is not the owner of the software product or part of the software product, or other software integrated in the software products from other third-party suppliers (for example MS Visio). The licensee is merely allowed to use the software product according to the provisions of this EULA.

2. LIMITED WARRANTY

NAVAX warrants to the licensee that the software product (including software from third parties) runs as stated in the supplied documentation at the time of licensing. NAVAX does not give any contractual or legal warranties (warranty of general merchantability, warranty of fitness for a particular purpose, or warranties of noninfringement of rights). NAVAX does not warrant that the software product meets the requirements of the licensee, or that it runs in connection with hardware or software selected by the licensee, or that it runs securely, faultlessly and error free. Thus, NAVAX disclaims any liability according to this EULA. The licensee determines, whether the software product meets the requirements of the licensee. NAVAX warrants to the licensee that the software product does not infringe any copyrights, patent rights, or other laws on intellectual property at delivery/download, according to Austrian law.

3. LIMITATIONS OF LIABILITY

In no event shall NAVAX be liable for any loss or damage whatsoever, including damages due to loss of profits, operating failures, any kind of data loss, loss of production, consequential damages or other damages arising from the use or inability to use the software product, even if NAVAX was informed about the possibility of such, regardless of the legal grounds on which the claim for damages is brought. Should the licensee assert a claim that the software product caused damage due to NAVAX's gross negligence, then the licensee shall bear the burden of proof for the alleged gross negligence. In no case shall the total liability of NAVAX for all compensation for damages exceed the amount that the licensee actually paid for the software.

4. DURATION AND COMPLETION

This EULA shall become effective with the installation of the software by the licensee and shall remain valid until it is terminated. NAVAX can immediately terminate this agreement, in case of any failure of the licensee to comply with the terms of this EULA. In case of such termination through NAVAX, the licensee is obligated to return the software to NAVAX and to permanently remove all copies of the software product from the systems of the licensee, to discontinue use of the software product and to destroy the software product, including all supplied documentation. The termination does not release the licensee from any liabilities or obligations (e.g. Accrued fees) that are still to be paid. A breach committed by the licensee will irretrievably damage NAVAX, and NAVAX shall be entitled to injunctive and/or other equitable relief, in addition to further legal remedies afforded by law.

5. PROPERTY RIGHTS- AND RESTRICTIONS

Right of disposal, right to ownership and intellectual property rights to the

software product remain with NAVAX. The licensee acknowledges these rights and will not jeopardize or limit such, or interfere in any other way with the right of ownership or any other rights from NAVAX regarding the software product. The licensee further acknowledges that – in the relationship between the parties - NAVAX is the owner of all industrial and intellectual property rights, and that it remains the owner of such, including all copyrights and patent rights of. Or in connection with the products. At no point in time during or after the term of this agreement, will the licensee claim or maintain a share in the industrial proprietary and property rights of NAVAX in, or in relation to the products, or claim or do something that could negatively impact the ownership of NAVAX of these, or the validity thereof. The licensee shall not distribute or forward the software product to third parties, and said software product may not be copied, translated, changed, decompiled, disassembled or modified, as a whole or partially. The licensee is also not permitted to renumber the modules, to extract the modules from the databank for which they were licensed for, and use them for other purposes, or to modify the software and to remarket the modification. The licensee is not allowed to lease or rent the software product or parts of the software product to third parties, without obtaining the prior express written permission from NAVAX. A subsequent modification of the software through the licensee or a third party commissioned by him, will result in omission of all liability and warranty claims against the licensor.

6. NO WARRANTIES

NAVAX does neither guarantee that the software operates without interruption, nor that it will be free of defects, or that all discovered defects/malfunctions will be corrected. All software and documentation will be delivered without any express or legal guarantee. NAVAX does not guarantee its marketability or suitability for a particular purpose.

7. NO WAIVER

The failure of either party to enforce rights according to this contract, or to take action against the other party, in the event of any breach hereunder, shall not be deemed to be a waiver by that party as to the enforcement of rights or subsequent actions, in the event of future breaches.

8. DEPOSIT AGREEMENT (ESCROW AGREEMENT)

On request of the licensee, an independent escrow agreement can be set up. For this purpose, the contractual parties will set up an independent agreement. The incurring costs for the deposit, executing of the contract, required services, etc., are carried by the licensee.

9. AUDIT

NAVAX has the right, with prior written announcement of seven (7) calendar days, to carry out an on-the-spot examination for the implementation of the products. The licensee will cooperate with NAVAX in regards to such examination (e.g. Granting access to the examination in the production environments/livesystem; provision of respective copies of the livesystem). NAVAX will conduct such examination during regular business hours in the premises of the licensee, and, where feasible, in a manner that does not inappropriately impact the business activities of the licensee. NAVAX also has the right to incorporate technological test mechanisms into its products. If an examination initiated by NAVAX reveals a not authorized, respectively modified use, or usage exceeding the licensed capacity, then the licensee will pay to NAVAX within 30 days from the receipt of a notification by NAVAX, in which the unlicensed use of products is stated: (1) for the use of the unlicensed products and technical support services, according to the then current standard price list of NAVAX, and (2) later purchase of support services for the time frame of the unlicensed use. Furthermore, NAVAX is entitled to initiate legal proceedings in regards to violations against the intellectual property of NAVAX.

Instead, or in addition to an examination, NAVAX reserves the right to request a written declaration of compliance with the provisions of this agreement and currently valid product licenses, and the licensee has to fulfill this request.

10. GOVERNING LAW AND JURISDICTION

This agreement shall be governed exclusively according to Austrian law, to the exclusion of its conflict of law provisions and the un sales convention (CISG). The legal venue shall be the commercial court in Vienna.

11. FINAL PROVISIONS

Should any term of this agreement be declared void or unenforceable by any court of competent jurisdiction, then such declaration shall have no effect on the remaining terms of this agreement. The term being void or unenforceable shall be replaced by an economically and legally valid term that is closest to the meaning of the original term. Every agreement, modification or supplement made to this EULA is deemed to be ineffective and is valid upon written form and express prior approval through NAVAX only.