

Software License Agreement

between CALC4XL GmbH (“Licensor”) and you, CALC4XL’s contractual partner (“Licensee”).

§ 1 Subject-Matter of the Agreement

The subject-matter of this Agreement is provision of the latest version of the software “CALC4XL” (“Software”) existing on the download date, for use over a definite period of time. The Software is not intended for consumers. It comprises an add-in for the software programme Microsoft Excel (“Excel”), Visual Basic programming, a database and further elements. In order for the Licensee to be able to use the Software for its designated purpose, the version of Excel stated in the product description must be executably installed on the Licensee’s computer. The Licensee knows that the Software is not operable without Excel. The Software’s features are those listed in the product description on the Licensor’s website on the download date.

The purpose of the Software is to provide the user with Excel-based support for making price calculations, for instance when drawing up quotations or ascertaining production costs. The Software calculates rough recommended prices and makes suggestions for the calculation. The subject-matter of this Agreement does not include any third-party databases.

This License Agreement shall apply exclusively to the contractual subject-matter. Any counter-confirmations from the Licensee referring to its own terms of business and/or terms of use are expressly refuted. The Licensee’s terms shall not be incorporated in the agreements reached, unless expressly confirmed by the Licensor.

A separate written agreement shall be required for any amendments or additions to these terms. They must be marked as such and shall only take effect provided prior written approval is issued by the Licensor’s representative authorised to do so.

§ 2 Granting of Rights of Use

Subject to the condition precedent of payment by the Licensee of all the fees and remuneration due, the Licensor shall grant the Licensee on contract closure the non-exclusive, non-transferable and non-sublicensable right, unrestricted in terms of territory but limited time-wise to the subscription period chosen by the customer, to install the copy of the Software made available by the Licensor via a download link on an end device meeting the system requirements, and to use said Software for its designated purpose on said device (“License”). The Licensee knows that the Software is protected with a license key by way of a technological measure within the meaning of German Copyright Act § 108 b, and that it can only use the Software on entering the respective license key applicable. After the remuneration payable in each case – in particular the respective license fee owed – has been paid, the Licensor shall send the Licensee a license key by email, insofar as the Licensee has

not already received one from the Licensor, unless the parties have specifically agreed otherwise.

§ 3 License Type, Use by Several Employees

The license granted by the Licensor is a node-locked license that limits use of the Software to one hardware device. The Licensee is permitted to have the Software used by one employee only. Simultaneous use by several employees, irrespective of the technical method (server, client, remote access, etc.), is prohibited. However, on the conditions laid out in § 7 below, the Licensee shall be free to have the hardware device on which the Software is installed used by more than one employee. Nonetheless, all the employees shall be deemed vicarious agents within the meaning of German Civil Code § 278 and the Licensee shall be held responsible for any fault on their part. The Licensee must ensure that each employee who has access to the workstation concerned is familiar with this License Agreement and complies with its terms. The Licensee shall release and discharge the Licensor from all and any third-party claims based on failure by itself or by its employees to comply with the provisions laid down in this License Agreement.

§ 4 Specific Restrictions

On the basis of the license it has been granted, the Licensee is only allowed to use the Software functionally and for its designated purpose. In particular, without prior written consent from the Licensor, copying the Software beyond the extent laid down in § 6 below, disseminating the Software, otherwise making the Software accessible to third parties (excepting its own employees allowed to access the hardware device), modifying and translating the Software, or making derived works from the Software are all prohibited. The Licensee is not entitled to reverse engineer, decompile or disassemble the Software, or to attempt in any other manner to render accessible either the Software's source code and/or the data contained in the Software. This shall be without prejudice to § 5 below. Entitlement to surrender of the source code is excluded.

§ 5 Decompilation, Programme Modifications

It is not admissible for the Licensee to modify the Software, unless such modification serves to eliminate a defect and the Licensor is in default with the elimination of such defect. In this latter case, if there is any danger of elimination of the defect revealing the programme's material functions and mode of operation, the Licensee may only place an assignment for elimination of the defect with a commercially operating third party who is not a potential competitor of the Licensor.

Decompilation of the supplied programme code into other code forms and reverse engineering of the Software's various development stages in any other manner are only permitted to the extent that they are carried out in order to obtain the information needed for rendering an independently created computer programme interoperable, provided this information cannot be otherwise obtained. The Licensee must first of all request the Licensor for the information needed, in return for payment to compensate for the time and cost involved.

The admissibility of decompilation shall be contingent moreover upon the reverse engineering or programme monitoring that is carried out employing the methods which the Licensee is entitled to use under § 6 of this Agreement. In particular, the programme code may not be printed out.

Copyright notices, serial numbers and other marks for programme identification purposes may not be removed or altered under any circumstances, nor may the visual display of such notices and marks be suppressed.

§ 6 Copying

The Software is protected by copyright. The copyright also covers the programme code, the data contained in the Software, the structure and organisation of the Software's files, and other presentation forms within the Software. All rights are reserved and protected under international agreements and copyright law. The Licensee may only copy the Software insofar as the respective copy is necessary for using the Software. Necessary copies include in particular installation of the programme on the hardware device, and loading the programme into the main memory. In addition, the Licensee may make one copy for back-up purposes. However, only one single back-up copy may be made and stored at any one time. This back-up copy must be labelled as a back-up copy of the programme provided. If regularly saving the entire existing data including the Software is indispensable for data security reasons, or in order to ensure rapid reactivation of the computer system after a crash, then the Licensee may make the number of back-up copies that is absolutely imperative. The storage carriers concerned must be labelled accordingly. The back-up copies may only be used for strictly archival purposes. The Licensee may not make any further copies; this shall also include printing out the programme code and photocopying the entire handbook or substantial parts thereof. All copies of the Software, including those rightfully made, must be permanently erased on termination of the Agreement. The Licensee shall be under obligation to affix the Licensor's copyright notice to the reserve copy or post it inside the copy. A copyright notice existing in the Software and any registration numbers posted in it may not be removed.

§ 7 Change of Hardware, Re-Lease, Assignment of Right of Use

The Licensee may use the Software on the hardware device on which it first installed it. If the hardware becomes defective or if a change of hardware becomes absolutely necessary, the Software may be used on new hardware. If the Licensee changes the hardware device, it must delete the Software from the hardware used hitherto. Saving, storing or using the Software on more than one hardware device simultaneously is not admissible. Using the supplied Software in a network or in some other multi-station computer system is not permitted, if multiple use of the Software is thereby rendered possible.

The Software including the user handbook and other accompanying materials may not be sold to third parties by the Licensee, nor may it be provided to them for their own use either temporarily or indefinitely, and in particular it may not be leased or hired out. It shall only be permissible to make the Software available to third parties who are not granted an

independent right of use and who are bound to follow the Licensee's instructions on how it is used. In particular, this is generally the case with the Licensee's own employees. In these instances as well however, the foregoing prohibition on multiple use still has to be complied with.

§ 8 Contractual Term, Terms of Payment

a) This License Agreement shall commence when the Licensee places the binding order – marked as such – on the Licensor's website, and it shall run for the subscription period chosen by the Licensee ("Basic Term"). On expiry of the Basic Term, it shall be renewed automatically for a period corresponding to the Basic Term ("Renewal Period"), unless it is terminated with effect as from the end of the Basic Term by either of the parties giving one month's notice. Automatic renewal and the period of notice shall likewise apply for any Renewal Periods.

b) This shall be without prejudice to the right of both parties to give notice of termination for important cause. An important cause shall exist for the Licensor in particular if the Licensee culpably breaches the terms of this Agreement and fails to cease such breach within eight days of a demand to do so from the Licensor, or commits the breach again.

c) The Licensee undertakes to pay the agreed fee. The Licensor's pricelist as updated on the date of contract closure shall apply. The agreed fees plus turnover tax shall fall due for payment in the respective applicable amount on commencement of the Basic Term or any Renewal Period. If the Licensee fails to pay an amount due, then the Licensor – notwithstanding the Licensee's continuing obligation to pay the full amount of the fee – shall be entitled to partially or entirely prevent use of the Software by the Licensee for the duration of such non-payment.

d) On termination of the contractual relationship, the Licensee shall be under obligation to delete all the copies of the Software and the entire documentation, materials and other records provided for its use. The Licensee's attention is expressly drawn to the fact that it may no longer continue using the Software on termination of the contractual relationship, and that non-compliance will constitute an infringement of the Licensor's copyright.

§ 9 Modifications and Updates

The Licensor is entitled to make modifications and extensions to the Software at its own discretion. The Licensee shall not have the right to have any modification or update carried out.

§ 10 Warranty, Liability

a) Defects in the Software including the handbooks and other documents shall be rectified by the Licensor within a reasonable period of the defect being reported by the Licensee. Rectification of the defect shall be done by making subsequent improvements or a substitute delivery, at the Licensor's option and free of charge in either case.

- b) For the verification and elimination of defects, the Licensee shall allow the Licensor to access the Software via telecommunication means. The Licensee shall make the connections required for the purpose in accordance with the Licensor's instructions.
- c) The Licensee may not assert a reduction in the price by deducting any amount from the agreed fees. This shall be without prejudice to related claims for unjustified enrichment or for compensation.
- d) The Licensee's right to give notice owing to deprivation of use pursuant German Civil Code § 543 (2) sentence 1 no. 1 is excluded, unless attempts at subsequent improvement or substitute delivery are conclusively deemed to have failed.
- e) The Licensor shall bear unlimited liability for losses caused as a result of warranted characteristics lacking. The same shall apply for losses caused by mortal injury, bodily harm or health damage as a result of a negligent breach of duty by the Licensor or a wilful or negligent breach of duty by one of the Licensor's statutory representatives or vicarious agents.
- f) In all other respects, the Licensor shall be liable for wilful intent and gross negligence – also on the part of its statutory representatives and managerial staff – only insofar as the breach does not involve an obligation that is vital for attainment of the contractual purpose (cardinal duty). The Licensor shall be liable for fault on the part of other vicarious agents only to the extent of its liability for a breach of cardinal duty.
- g) The Licensor shall also be liable for slight negligence in cases of breach of cardinal duty. In terms of amount however, liability shall be limited to five times the annual fee and to those losses typically having to be anticipated in connection with software leasing.
- h) Liability for loss of data shall be limited to those costs for restoring data that are typically incurred when back-up copies are made at regular intervals appropriate to the level of risk.
- i) This shall be without prejudice to liability under the German Product Liability Act § 14.
- j) The Licensor's liability irrespective of fault for defects already existing at the time of contract closure pursuant to German Civil Code § 536a (1) is expressly excluded.
- k) The Licensee warrants that use of the Software does not infringe any third-party rights. Insofar as claims for infringements of property rights are filed against the Licensor by third parties as a result of use of the Software by the Licensee, the Licensee shall indemnify and keep indemnified the Licensor from and against such claims on first request (including the costs for expedient defence of its rights).
- l) Insofar as the Software draws on data from databases belonging to third parties, such data is not included in the subject-matter of this Agreement. The Licensor has no influence over the data stock or data content of third-party databases. The Licensor shall not assume any warranty and/or liability in this respect.

§ 11 Miscellaneous, Place of Jurisdiction

- a) The Licensee's claims are not transferable without prior written agreement between the parties.
- b) The parties agree that all legal relations ensuing from this contractual relationship shall be governed by German law.
- c) Hamburg shall be place of jurisdiction for all disputes arising from or in connection with this Agreement. However, the Licensor may also assert claims at the Licensee's statutory place of jurisdiction.

§ 12 Final Provisions

If any of the provisions of this License Agreement are null and void, this shall be without prejudice to the remain terms hereof. It is agreed that the invalid provision shall be replaced by an effective clause which reflects the invalid provision's business purpose as nearly as possible. The same shall apply in the event of the Agreement having any omission.

All agreements containing an amendment or addition to these contractual terms or further specifications, as well as special commitments, guarantees and arrangements must be recorded in writing. If they are declared by the Licensor's representatives or aides, they shall only be binding provided the Licensor issues written consent thereto.