

End User Licensing Agreement (EULA)

genua GmbH

Recitals

The end user licensing agreement (the “EULA”) applies between genua (the licensor) and the Customer (the licensee) for the use of Licensed Software as well as in combination with hardware products, and for provided updates and upgrades. By downloading, installing, and using the Software, the Customer agrees to the provisions of this EULA; otherwise, the Customer shall not use the Licensed Software. The EULA will take effect the first time the Software is downloaded, installed, or used.

1. Definitions

Customer or licensee means genua’s contract counterparty and includes only companies, legal entities governed by public law, or special funds under public law pursuant to Section 310(1) BGB (German Civil Code).

genua or licensor means genua GmbH, Domagkstr. 7, 85551 Kirchheim bei München, Germany, who is authorized to license the Software.

Hardware Appliance means genua hardware, genua Software, and the operating system. This is different from the virtual appliance. This means the hardware of nonparties (meaning any entity not a party to this agreement), genua Software, and the operating system.

Licensed Software or “Software” refers to the object code of the respective software of genua and the associated Documentation and accompanying material. The Licensed Software and this licensing agreement also extend to any updates to the Licensed Software.

Documentation contains the current technical and functional documentation regarding the relevant genua Software provided to the client, including technical and functional specifications, which can be renewed if necessary.

2. Granting the license

(1) Perpetual license

In return for payment of the licensing fees listed in the respective product order, and subject to compliance with the provisions of this EULA, genua shall grant the Customer a nonexclusive, non-sublicensable right to use the Software (including the Documentation) anytime, anywhere, and in any known manner, to the extent agreed in the contract. The Licensed Software is also subject to the additional provisions of the SLA. The Customer may also use the software components from the purchase of a Hardware Appliance on a hardware unit of genua other than the object of delivery. However, the Customer shall not

use this software on a hardware unit of nonparties. Software from the purchase of a genua Hardware Appliance is allowed/licensed only to operate a Hardware Appliance.

(2) Temporary license

In return for payment of the licensing fees listed in the respective product order, and subject to compliance with the provisions of this EULA, genua shall grant the Customer a nonexclusive, non-sublicensable right to use the Software (including the Documentation) anywhere and in any known manner during the contract period, to the extent agreed in the contract. The Licensed Software is also subject to the additional provisions of the SLA.

(3) No rights beyond that are granted, including without limitation rights to duplicate, process, publish, or disseminate the works. This does not apply to processing due to the curing of defects during failed supplementary performance. This does not apply to (i) the creation of an adequate number of backup copies for archiving purposes or (ii) the express consent from genua in at least text form or (iii) the creation of an adequate number of copies of the Documentation that genua has electronically transmitted to the Customer.

(4) The Customer shall not alter any copyright notices, serial numbers, bar codes, logos, or other characteristics or other notices of intellectual property regarding the Software or the Documentation that are used to identify the Software. genua may take measures and take legal action if the software is used in breach of the contract.

(5) Reverse translating the transferred genua program code into other code forms (decompiling), and other types of reverse engineering of the various manufacturing stages of the Software, are forbidden unless they are indispensable for restoring the interoperability of an independently created computer program. Even in this case, however, reverse engineering is forbidden if the necessary information has already been published in a generally accessible form or is readily provided by genua on request.

(6) If genua delivers software that is created or licensed by a nonparty, the usage provisions or licensing conditions used by the nonparty for the use by the end user apply in the relationship between genua and the Customer as agreed if genua hands the provisions in question over to the Customer when the contract is entered into or they were already available to the Customer at that time. This also applies to products that contain components that were licensed under open-source license terms. The license terms of nonparties take priority over this agreement if they are subject to greater restrictions than this agreement.

(7) The Customer shall not use the Software in a way that is not explicitly approved in this agreement.

3. Ownership

(1) All ownership rights to the Software and all complete or partial copies of the Software remain with genua and, if applicable, with genua's nonparty providers. This includes all ownership and industrial property rights to the Software, including without limitation all copyrights, patent rights, and trademark rights, technologies, ideas, and know-how, and all associated confidential and proprietary information. Under this agreement, no ownership

rights to the Software are assigned to the Customer except for the contractually agreed license.

(2) The Customer shall not make or publish any public statement about the Software unless genua has granted its written consent.

(3) For the eventuality that the Customer has suggestions for genua for new features, functions, or other technical improvements that genua carries out for its products, the Customer hereby grants genua an exclusive right to use those suggestions anytime, anywhere, and for all limited and unlimited types of use, regardless of content.

4. Term and termination

A temporary license will end on expiry of the term for which it was granted under the contractual agreements. This does not apply to the right to extraordinary termination in the event of a fundamental contract breach. genua shall give the Customer one grace period during which to cure the condition that is contrary to the terms of the contract. If that condition is not cured within a reasonable period, genua may terminate the contract with immediate effect (and in special circumstances may do so without an advance warning). After the termination, the Customer shall stop using the software immediately and give it back to genua or delete it. On genua's request, the Customer shall confirm in writing that it has irretrievably deleted the software. This does not apply to backup copies for archiving purposes.

5. Final provisions

(1) With regard to all legal relationships arising from this contractual relationship, the parties agree to the application of the law of the Federal Republic of Germany and the exclusion of all substantive or procedural rules of law that refer to the legal system of other states.

(2) The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly precluded.

(3) If the Customer is a merchant as defined in the German Commercial Code (HGB), a legal entity under public law, or a public fund, Munich (Munich I District Court) is the agreed place of jurisdiction for all disputes that arise as part of the execution of this contractual relationship.

(4) Finding one or more provisions of this contract to be ineffective or unenforceable, now or in the future, will not affect the remaining provisions. If a provision is found to be ineffective or unenforceable, the parties shall replace it with an effective provision that comes as close to their interests as is reasonably possible.