

Software License Purchase Agreement

1. Subject of the Contract

- (1) The subject of this software license purchase agreement ("Contract") is the granting of usage and exploitation rights to the software described in the order confirmation ("License Object") from the licensor to the licensee.
- (2) The License Object consists of the object code of the software and the online documentation, which can be printed in written form.
- (3) The general terms and conditions of the licensee will not become part of the contract, even if they are attached to requests for proposals, orders, acceptance declarations, etc., and are not expressly objected to.
- (4) In the case of deviating or supplementary conditions, an explicit written consent from imos is required for their validity. All orders require written confirmation from imos to be effective. If imos provides a guarantee for certain properties of the software, such a guarantee is only binding for imos if it has been declared in writing by imos. This requirement for written form can only be waived by a written agreement.
- (5) All offers from imos are non-binding unless expressly stated otherwise in the offer. Contract conclusions and other agreements only become binding through written confirmations from imos. Imos reserves the right to make minor technical deviations from the offer even after acceptance of the offer by the licensee.
- (6) The licensee will not make the offer provided to him accessible, neither in whole nor in part, nor in an edited version, without prior written consent from imos.

2. Granting of Rights

- (1) The licensor hereby grants the licensee the simple, non-transferable right, unlimited in time and space, to use the License Object in accordance with this contract.
- (2) The right to use and exploit is limited to the purposes of use specified in the order confirmation ("Purpose of Use").
- (3) The right to reproduce the License Object is limited to the installation of the License Object on a computer system directly owned by the licensee to fulfill the Purpose of Use and to one reproduction necessary for loading, displaying, running, transmitting, and storing the License Object, as well as the right to make a backup copy of the License Object by a person authorized under § 69 d para. 2 UrhG.
- (4) The right to edit the License Object is limited to maintaining or restoring the agreed functionality of the License Object.
- (5) The right to decompile the License Object is only granted in exceptional cases to be reported under the condition of § 69 e para. 1 no. 1 to 3 UrhG and within the framework of § 69 e para. 2 no. 1 to 3 UrhG.
- (6) No further usage and exploitation rights to the License Object are granted to the licensee.
- (7) Upon request and if there is a legitimate interest, the licensee will allow the licensor or a third party commissioned by him to verify whether the use of the License Object complies with the rights granted herein; the licensee will support the licensor to the best of his ability in conducting such a verification.

3. Delivery and Installation of the License Object

- (1) The licensor will provide the licensee with the number of copies of the License Object required to exercise the usage and exploitation rights granted herein in machine-readable form, either on a data carrier customary at the time or via data transmission, at the licensor's choice. The licensee will receive the documentation as an electronic document in English or German and a copy of the user manual of the License Object as an electronic document in English or German. The parties agree that the place of performance for the delivery of the License Object is the licensor's place of business. The licensee bears all costs and risks associated with the delivery. Upon delivery of the License Object, the risk of transport (in particular the risk of accidental loss or destruction) of the copies of the License Object transfers to the licensee.
- (2) The licensee is responsible for providing the system environment according to the hardware requirements published at www.imos3d.com.
- (3) The License Object will be installed by the licensee. The licensee must inform the licensor in writing of the respective installation locations of the copies of the License Object. This also applies to any subsequent changes to the installation locations.
- (4) The licensor retains ownership of all copies of the License Object until full payment of the license fees. In the event of a breach of contract by the licensee, particularly in the case of payment default, the licensor has the right to demand the return of all copies of the License Object, for which the licensor has retained ownership, at the licensee's expense, or, if applicable, to demand the assignment of such rights against third parties to which the licensee is entitled. In such a case, the licensee will confirm in writing upon

request that he has not retained any copies of the License Object and that all installations of the License Object have been irrevocably deleted from the licensee's or third party's systems. Before the final transfer of ownership, the licensee may only dispose of the rights to the License Object with the prior written consent of the licensor.

4. License Fees

- (1) The license fees for the granting of the rights provided herein are specified in the order confirmation. The license fees are a one-time payment.
- (2) The licensor will invoice the license fee according to the payment schedule contained in the order confirmation. Invoices are due for payment without deduction within 14 days of the invoice date. If the licensee is in default of payment, the outstanding amount will bear interest at 8 percentage points above the applicable base interest rate. This does not affect the assertion of further rights.
- (3) Unless expressly agreed otherwise, all amounts specified in the order confirmation are net amounts, i.e., plus the statutory value-added tax, which will be shown separately on the invoice.

5. Warranty Claims

- (1) The software provided by the licensor essentially corresponds to the product description. Warranty claims do not exist in the case of insignificant deviations from the agreed or assumed quality and in the case of only insignificant impairment of usability. Product descriptions do not constitute a guarantee unless expressly agreed in writing. In the case of updates, upgrades, and new version deliveries, warranty claims are limited to the innovations of the update, upgrade, or new version delivery compared to the previous version status.
- (2) If the licensee demands subsequent performance due to a defect, the licensor has the right to choose between rectification, replacement delivery, or substitute performance. If the licensee has set the licensor a further reasonable grace period for rectification after an initial unsuccessful period has expired without result, and this period also expires without result, or if a reasonable number of attempts at rectification, replacement delivery, or substitute performance have failed, the licensee may, under the statutory conditions, withdraw from the contract or reduce the price and claim damages or reimbursement of expenses. Subsequent performance can also be effected by delivering or installing a new program version or a workaround. If the defect does not impair functionality or only insignificantly, the licensor is entitled, to the exclusion of further warranty claims, to remedy the defect by delivering a new version or an update within the scope of its version, update, and upgrade planning.
- (3) Defects must be reported in writing with a comprehensible description of the error symptoms, if possible, substantiated by written records, hard copies, or other documents illustrating the defects. The defect report should enable the reproduction of the error. Statutory inspection and notification obligations of the licensee remain unaffected.
- (4) The limitation period for warranty claims is 12 months. The period begins with the delivery of the first copy of the License Object, including the user manual. In the case of the delivery of updates, upgrades, and new versions, the period for these parts begins with their delivery.
- (5) The licensee shall promptly inspect the delivered items for any transport damage or other external defects, secure the corresponding evidence, assign any recourse claims to the licensor by handing over the documents, and inform the licensor.
- (6) Damage claims are subject to the limitations of section 7.
- (7) If the defect is due to the faultiness of a supplier's product and the supplier is not acting as a vicarious agent of the licensor but the licensor merely passes on a third-party product to the licensee, the licensee's warranty claims are initially limited to the assignment of the licensor's warranty claims against its supplier. This does not apply if the defect is due to improper handling of the supplier's product by the licensee. If the licensee cannot assert his warranty claims against the supplier out of court, the subsidiary warranty liability of the licensor remains unaffected.
- (8) Changes or extensions to the services or delivered items made by the licensee himself or by third parties will void the licensee's warranty claims unless the licensee proves that the change or extension is not the cause of the defect. The licensor is also not liable for defects resulting from improper operation and operating conditions or the use of unsuitable operating materials by the licensee.
- (9) The licensor may refuse subsequent performance until the licensee has paid the agreed remuneration to the licensor, less an amount corresponding to the economic significance of the defect.

6. Claims for Legal Defects

- (1) The software delivered or provided by the licensor is free from third-party rights that would prevent its contractual use. This excludes customary retention of title rights.

- (2) If third parties hold such rights and assert them, the licensor will do everything in its power to defend the software against the asserted third-party rights at its own expense. The licensee will promptly inform the licensor in writing of the assertion of such third-party rights and grant the licensor all necessary powers and authorizations required to defend the software against the asserted third-party rights.
- (3) In the event of legal defects, the licensor is entitled, at its discretion, to (a) take lawful measures to remove the third-party rights that impair the contractual use of the software, (b) eliminate the assertion of such rights, or (c) modify or replace the software so that it no longer infringes third-party rights, provided that the owed functionality of the software is not significantly impaired, and (d) reimburse the licensee for the necessary reimbursable costs of legal prosecution incurred.
- (4) If the indemnification according to paragraph 3 fails within a reasonable grace period set by the licensee, the licensee may, under the statutory conditions, withdraw from the contract or reduce the price and claim damages.
- (5) Otherwise, section 5 paragraphs 4, 6, and 9 apply accordingly.

7. Liability, Damages

- (1) The licensor is liable under this contract only in accordance with the following provisions in (a) to (e):
 - (a) The licensor is liable without limitation for damages caused intentionally or with gross negligence by the licensor, its legal representatives, or senior executives, as well as for damages caused intentionally by other vicarious agents; for gross negligence by other vicarious agents, the liability is determined according to the regulations for slight negligence listed below in (e).
 - (b) The licensor is liable without limitation for damages caused intentionally or negligently resulting from injury to life, body, or health by the licensor, its legal representatives, or vicarious agents.
 - (c) The licensor is liable for damages due to the absence of guaranteed properties up to the amount covered by the purpose of the guarantee and which was recognizable to the licensor at the time of the guarantee.
 - (d) The licensor is liable for product liability damages in accordance with the provisions of the Product Liability Act.
 - (e) The licensor is liable for damages resulting from the breach of cardinal obligations by the licensor, its legal representatives, or vicarious agents; cardinal obligations are essential duties that form the basis of the contract, were decisive for the conclusion of the contract, and on whose fulfillment the licensee may rely. If the licensor has slightly negligently breached these cardinal obligations, its liability is limited to the amount foreseeable to the licensor at the time of the respective performance.
- (2) The licensor is liable for the loss of data only up to the amount that would have been incurred for proper, regular data backup to restore the data.
- (3) If a damage is also caused by the licensee's fault, the licensee must bear his share of the fault.
- (4) Further liability of the licensor is excluded.

8. Autodesk and Other Software Suppliers

- (1) The licensor uses software technology from various manufacturers, including Autodesk, particularly a CAD engine with Autodesk technology. If the CAD engine with Autodesk technology is not included in the delivery, the licensee is obliged to conclude a valid license agreement for the current Autodesk AutoCAD version with the manufacturer.
- (2) If a CAD engine with Autodesk technology is included in the delivery, the following provisions in (a) to (f) apply in addition to this license agreement:
 - (a) The licensor grants the licensee a non-exclusive license to use the software application for the internal business operations of the licensee under the conditions specified in this contract.
 - (b) The licensee may not modify, reverse engineer, disassemble, or decompile the software application. The licensee may not copy the licensed software except: (i) as necessary to read the software application from the media into the memory of a computer solely for the purpose of executing it on a single machine (whether a standalone computer or a workstation component of a multi-station system), or (ii) to create an archival copy. The licensee agrees that all such copies of the software application will contain the same proprietary notices that appear on and in the software application.
 - (c) The licensee may not install, access, or otherwise copy or use the software application except as expressly permitted in this contract. The licensee may not distribute, rent, lend, lease, sell, sublicense, or otherwise transfer the software application or the rights granted in this contract, in whole or in part, to another person without the prior written consent of the licensor. The licensee may not install or access the software application over the internet or allow installation or access to it, particularly not in connection with web hosting or a similar service, or make the software application available to third parties over the internet on the licensee's computer system or otherwise. The licensee may not modify, translate, adapt, arrange, or create derivative works from the software application for any purpose. The licensee may not use or export the

software application outside the country in which it was acquired. The licensee may not assign, gift, or transfer the software application to another natural or legal person. The licensee is prohibited from (a) using the software application in a timesharing, service bureau, subscription service, or rental arrangement, (b) transferring ownership of the software application to another person, or (c) publishing the results of benchmark tests conducted with the software application. The licensee must allow the licensor to audit his use of the software application and report this use to Autodesk. The licensee acknowledges that the software application contains confidential information from the licensor and its suppliers, and the licensee agrees not to disclose the software application to third parties under any circumstances. Title and ownership of the intellectual property rights associated with the software application and all copies remain with the licensor and its suppliers.

- (d) Upon termination of the license agreement for the software application, the licensee must cease use and destroy or return all copies of the software application and its documentation to the licensor.
- (e) The licensee is hereby informed that Autodesk, Inc., Autodesk Asia Pte Ltd., and Autodesk Ireland Operations Limited (collectively "Autodesk") are third-party beneficiaries of this contract to the extent that this contract contains provisions relating to the licensee's use of the software application. Such provisions are expressly made for the benefit of Autodesk and are enforceable by Autodesk in addition to the licensor.
- (f) In no event shall the licensor or its suppliers be liable in any way for indirect, special, or consequential damages of any kind, including but not limited to lost business profits or liability or injury to third parties, regardless of whether the licensor or its suppliers were advised of the possibility of such damages.

9. Data Protection

- (1) The licensor and the licensee commit to complying with the applicable data protection regulations. The licensee will particularly ensure whether consent from the affected individuals is required for the transmission of data and will obtain it if necessary.
- (2) imos processes personal data, especially data of authorized users as well as data processed within the scope of order planning and disposal execution, as a data processor within the meaning of Art. 28 GDPR.
- (3) To improve the software, the following information may be collected during the use of our software: operating system, imos version, Protection Key ID, frequency of imos function calls.

10. Confidentiality

- (1) The contracting parties undertake to keep all information accessible to them in connection with this contract, which is designated as confidential or is recognizable as business or trade secrets of the respective other contracting party due to other circumstances, confidential indefinitely and not to record, pass on, or exploit it unless necessary to achieve the purpose of the contract. The contracting parties will ensure through appropriate contractual agreements with their employees and agents that they also indefinitely refrain from any personal exploitation, passing on, or unauthorized recording of such business and trade secrets and only provide access to the secrets to the extent necessary.
- (2) The confidentiality obligation under para. (1) does not apply insofar as the permissions and exceptions of § 3 or § 5 GeschGehG apply, as well as to persons who are legally or by permission of the respective other contracting party authorized to take notice and are obligated to confidentiality, as well as for publications that may be required by legal provisions and/or official orders by one of the contracting parties. Confidential information that is generally known or becomes generally known without being attributable to the disclosing contracting party is not subject to the confidentiality obligation. The contracting party invoking one of the above exceptions has to prove its existence.
- (3) The confidentiality obligations do not limit imos's right to name the customer as an active user (e.g., on websites, trade fairs, presentations, etc.). The customer expressly agrees to the use of their company name and corporate identifiers (especially trademarks).

11. Force Majeure

In the event that a party is unable to perform the owed service due to force majeure (especially war, strike, natural disasters, and power outages), it is released from its performance obligations for the duration of the hindrance. If imos is unable to fulfill a significant contractual obligation for more than five working days due to force majeure, the customer has the right to extraordinary termination.

12. Final Provisions

- (1) Amendments to this contract must be in writing to be effective. This also applies to the amendment of this requirement for written form.
- (2) This contract is governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.
- (3) The parties agree that the exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the licensor's place of business, provided that the licensee is a merchant within the meaning

of the German Commercial Code or the licensee has no place of business in the Federal Republic of Germany at the time the action is filed.

- (4) The invalidity of individual provisions of this contract does not affect the validity of the remaining provisions. This also applies to any gaps in this contract.