

Software License Rental Agreement

Definition

Rental Relationship: In a rental relationship, the license agreement between the licensor (imos AG) and the licensee is time-limited. At the end of the contract term, the right to use the licensed item expires. If the rental fee is not paid on time, the right to use the licensed item will be revoked.

Licensee: In a rental relationship, the licensee only has the right to use the licensed item for the duration of the rental relationship.

1. Subject of the Agreement

- (1) The subject of this software license rental agreement ("Agreement") is the temporary granting of usage and exploitation rights to the software described in the order documents ("Licensed Item") from the licensor to the licensee. The functional description is detailed in the software and service description at www.imos3d.com.
- (2) The licensed item 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 contradicted.
- (4) Deviating or supplementary conditions require explicit written consent from imos to be effective. 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 explicitly stated otherwise in the offer. Contracts and other agreements become binding only 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 provided offer accessible, either in whole or in part, even in an edited version, without prior written consent from imos.

2. Granting of Rights

- (1) The right to use and exploit is limited to the purposes of use specified in the order documents ("Purpose of Use").
- (2) The licensor hereby grants the licensee the simple, non-transferable right, limited to the duration of the rental relationship, to use the licensed item in accordance with this Agreement. The software may only be used in the country for which it was acquired.
- (3) The right to reproduce the licensed item is limited to the installation of the licensed item on a computer system owned directly by the licensee to fulfill the purpose of use and to one reproduction necessary for loading, displaying, running, transmitting, and storing the licensed item, as well as the right to create a backup copy of the licensed item by a person authorized under § 69 d Abs. 2 UrhG.
- (4) The right to modify the licensed item is limited to maintaining or restoring the agreed functionality of the licensed item.
- (5) The right to decompile the licensed item is granted only in exceptional cases to be registered under the condition of § 69 e Abs. 1 Nr. 1 to 3 UrhG and within the framework of § 69 e Abs. 2 Nr. 1 to 3 UrhG.
- (6) No further usage and exploitation rights to the licensed item are granted to the licensee.
- (7) Upon request and where there is a legitimate interest, the licensee will allow the licensor or a third party commissioned by the licensor to verify that the use of the licensed item complies with the rights granted herein; the licensee will support the licensor to the best of their ability in conducting such a verification.
- (8) The licensee is not entitled to provide the software to third parties, especially to sell or rent it, without the licensor's permission.

3. Delivery and Installation of the Licensed Item

- (1) The licensor will provide the licensee with the number of copies of the licensed item required to exercise the usage and exploitation rights granted herein in machine-readable form, either on a standard data carrier at the time or via data transmission, at the licensor's discretion. The licensee will receive the documentation as an electronic document in English or German, as well as a copy of the user manual of the licensed item as an electronic document in English or German. The parties agree that the place of fulfillment for the delivery of the licensed item is the licensor's place of business. The licensee bears all costs

and risks associated with the delivery. Upon delivery of the licensed item, the risk of transport (especially the risk of accidental loss or destruction) of the copies of the licensed item 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 licensed item will be installed by the licensee. The licensee must inform the licensor in writing of the respective installation locations of the copies of the licensed item. This also applies to any subsequent changes to the installation locations.

4. Registration and Management of Authorized Users

- (1) imos will release the number of users specified in the order documents for the licensee. imos ensures that the users can register for subsequent password-based use of the cloud solution, provided they agree to the terms of use displayed within the cloud solution.
- (2) The licensee is responsible for managing the users. In particular, the licensee must ensure that users are deleted when the respective persons are no longer working for the licensee. The licensee is also responsible for assigning roles and rights to the users.

5. Rental Fee

- (1) The rental fee is defined in the order documents. It includes the compensation for the provision and use of the software as well as the provision of updated and new software versions.
- (2) Unless expressly stated otherwise, all amounts mentioned in the order documents are net amounts, i.e., plus the statutory value-added tax, which will be shown separately on the invoice.
- (3) The rental fee is to be paid within 14 days after the invoice date.
- (4) The licensor is entitled to increase the rental fee for the first time after twelve months with a written notice of three months to the end of the month. Further increases can be made at the earliest 12 months after the previous increase has become effective. The increase must be reasonable and customary in the market. It may not exceed 10% of the rental fee applicable at the time of the announcement. The licensee has the right to terminate the rental relationship within one month of receiving the notice of a rental fee increase.
- (5) If a contract term of more than 12 months is chosen at the time of conclusion and a discount is granted for this, it is only valid if the contract term is adhered to. If the licensee withdraws from the contract before the end of the contract term, the following fees will apply: Payment of the previously granted discounts and 85% of the rental fee for the remaining contract term.
- (6) Any costs or fees for customs duties, import taxes, etc., are to be borne by the licensee.

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.
- (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 will grant the licensor all necessary powers and authorizations to defend the software against the asserted third-party rights.
- (3) If there are 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 agreed functionality of the software is not significantly impaired, and (d) is obliged to 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 rental fee and claim damages.

7. Claims for Material Defects

- (1) The licensor is obliged to remedy defects in the provided software, including the documentation.
- (2) The remedy of defects will be carried out at the licensor's discretion by free rectification or replacement delivery.
- (3) Termination by the licensee according to § 543 paragraph 1 number 1 BGB due to failure to grant the contractual use is only permissible if the licensor has been given sufficient opportunity to remedy the defects and this has failed. Failure to remedy the defects is assumed if it is impossible, if it is refused or unreasonably delayed by the licensor, if there are justified doubts about the prospects of success, or if there are other reasons for unreasonableness for the licensee.

- (4) The licensee's rights due to defects are excluded if the licensee makes changes to the rented item without the licensor's consent, unless the licensee proves that the changes have no unreasonable impact on the analysis and elimination of the defects for the licensor. The licensee's rights due to defects remain unaffected if the licensee is entitled to make changes, especially in the exercise of the right of self-remedy according to § 536a paragraph 2 BGB, and these were carried out professionally and documented in a comprehensible manner.

8. Liability, Damages

- (1) The licensor is only liable under this contract according to the following provisions in (a) to (e):
- (a) The licensor is fully liable 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 of other vicarious agents, the liability is determined according to the regulations for slight negligence listed below in (e).
 - (b) The licensor is fully liable for damages caused intentionally or negligently 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 recognizable to the licensor at the time of the guarantee.
 - (d) The licensor is liable for product liability damages according to the provisions of the Product Liability Act.
 - (e) The licensor is liable for damages 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, are decisive for the conclusion of the contract, and on whose fulfillment the licensee may rely. If the licensor has breached these cardinal obligations with slight negligence, its liability is limited to the amount foreseeable for 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. In a rental relationship, the licensor's liability is limited to six times the monthly rental fee per damage event.
- (3) If a damage is also caused by the licensee, the licensee must account for its fault.
- (4) Further liability of the licensor is excluded.

9. 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 enter into 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 agreement.
 - (b) The licensee may not modify, reverse engineer, disassemble, or decompile the software application. The licensee may not copy the licensed software except: (i) to the extent 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 agreement. The licensee may not distribute, rent, lend, lease, sell, sublicense, or otherwise transfer the software application or the rights granted in this agreement, in whole or in part, to any other person without the prior written consent of the licensor. Only in the case of an existing rental relationship may the licensee access and use the included CAD engine with Autodesk technology over the internet, in wide-area networks (WANs), or other non-local networks, or in or over virtual private networks (VPNs) using application virtualization technologies, remoting virtualization technologies, or similar technologies.
 - (d) The licensee may not modify, translate, adapt, arrange, or create derivative works of 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 timesharing, service bureau, subscription services, or rental arrangements, (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 verify its use of the software application as part of an audit 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.

- (e) Upon termination of the license rental agreement for the software application, the licensee must cease use and destroy or return all copies of the software application and the software application documentation.
- (f) 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 agreement to the extent that this agreement 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.
- (g) 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 have been advised of the possibility of such damages.

10. Contract Term, Termination of the Rental Relationship

- (1) The start of the rental relationship and the term will be agreed upon between the licensor and the licensee in addition to this agreement. The rental relationship will automatically renew for another 12 months unless terminated by either party with one month's notice to the end of the term.
- (2) The licensee's termination rights under section 7 paragraph 3 of this agreement remain unaffected.
- (3) The right of either party to terminate for cause remains unaffected.
- (4) Termination must be in text form to be effective.

11. Return

- (1) Upon termination of the contractual relationship, the licensee must return the program to the licensor on the original data carriers, including manuals and documentation. Any copies made of the program provided by the licensor must be completely and permanently deleted.
- (2) The licensor may instead require the deletion of the provided program and the destruction of the provided manuals and documentation.
- (3) Any use of the software after termination of the contractual relationship is prohibited.

12. Data Protection

- (1) The licensor and the licensee undertake to comply with the applicable data protection regulations. The licensee will particularly ensure whether consent must be obtained from the affected persons for the transmission of data and will obtain it if necessary.
- (2) imos processes personal data, particularly data of authorized users and data processed in the context of order planning and disposal execution, as a 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.

13. 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).

14. Final Provisions

- (1) Amendments to this agreement must be in writing to be effective. This also applies to the amendment of this requirement for written form.
- (2) This agreement is governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods of April 11, 1980.
- (3) The parties agree that the licensor's place of business is the exclusive place of jurisdiction for all disputes arising from and in connection with this agreement, 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 agreement does not affect the validity of the remaining provisions. This also applies to any gaps in this agreement.