

YOUCON GMBH END-USER LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR THE SOFTWARE link|that CUBE V3.00.437

This End-User License Agreement ("EULA") is a legal agreement between the user of this software ("You") and YOUCON GMBH ("YOUCON") for governing the use of YOUCON software known as link|that CUBE ("Software").

BY INSTALLING, COPYING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU ARE NOT PERMITTED TO USE THE SOFTWARE. IF YOU PURCHASED THE SOFTWARE BUT YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, YOU MAY RETURN THE SOFTWARE TO THE PLACE OF PURCHASE TO RECEIVE A FULL REFUND, IF APPLICABLE. IF YOU DOWNLOAD OR INSTALL THE SOFTWARE ON BEHALF OF YOUR EMPLOYER, YOU REPRESENT THAT YOU ARE ACTING ON BEHALF OF YOUR EMPLOYER AND ARE AUTHORIZED TO ACCEPT THESE TERMS AND CONDITIONS ON ITS BEHALF (SUCH EMPLOYER BEING HEREINAFTER REFERRED TO AS "YOU"). YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS EULA.

1. Grant of License; Installation and Use

(1) YOUCON hereby grants You a non-exclusive and non-transferable license to possess and use the Software in machine-readable object code, subject to the terms and conditions of this EULA. You agree that You are licensing the Software for Your end use (internal business purpose) only and not for resale or redistribution. All Your rights hereunder are subject to and conditioned upon Your complying with all of the other terms and conditions of this EULA.

(2) You acknowledge and agree that the terms and conditions of this EULA also apply to any updates, upgrades, and supplements to the Software.

2. Restrictions

(1) You shall not: (a) sell, lease, assign, transfer, sublicense, disseminate, modify, translate, disclose, duplicate, reproduce or copy the Software (or permit any of the foregoing to be done by any other party), except as expressly stated herein, without the prior written consent of YOUCON; (b) except to the extent expressly permitted by applicable law, reverse engineer, reverse compile or reverse assemble the Software or otherwise attempt to create the source code from the Software; (c) rent, lease, lend or otherwise provide to any third party for commercial hosting services using the Software; (d) make any copies of the Software, other than as permitted by this EULA; or (e) create any derivative work thereof. You agree to treat the Software as the confidential and proprietary information of YOUCON or its licensors and suppliers.

(2) YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE IS DESIGNED, DEVELOPED OR MANUFACTURED AS CONTEMPLATED FOR GENERAL USE, INCLUDING WITHOUT LIMITATION, GENERAL OFFICE USE, PERSONAL USE, HOUSEHOLD USE, AND ORDINARY INDUSTRIAL USE, BUT NOT DESIGNED, DEVELOPED OR MANUFACTURED FOR ANY USE THAT MAY GIVE RISE TO FATAL RISKS OR DANGERS OR FOR ANY USE THAT COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PHYSICAL DAMAGE, OR OTHER LOSS IN THE ABSENCE OF EXTREMELY HIGH SAFETY REQUIREMENTS BEING FOLLOWED (EACH OF SUCH USES BEING HEREINAFTER REFERRED TO AS A "HIGH SAFETY REQUIRED USE"). HIGH SAFETY REQUIRED USES SHALL INCLUDE WITHOUT LIMITATION, NUCLEAR REACTION CONTROL IN NUCLEAR FACILITIES, AIRCRAFT FLIGHT CONTROL, AIR TRAFFIC CONTROL, MASS TRANSPORT CONTROL, MEDICAL LIFE SUPPORT SYSTEMS, AND MISSILE LAUNCH CONTROL IN WEAPON SYSTEMS. YOUCON DISCLAIMS ANY LIABILITY FOR DAMAGES CAUSED BY USE OF THE SOFTWARE IN ANY HIGH SAFETY REQUIRED USE. YOU AGREE NOT TO USE THE SOFTWARE IN ANY HIGH SAFETY REQUIRED USE. YOUCON DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES CAUSED BY YOUR USE OF THE SOFTWARE IN ANY HIGH SAFETY REQUIRED USE.

(3) You acknowledge and agree that the Software is not designed to protect computers or computer networks against unauthorized access or computer viruses and that neither YOUCON nor any of its affiliated companies, suppliers or resellers is liable for any damage to the Software, or to Your computers or computer networks, caused by such

unauthorized access or computer viruses. You shall take proper security measures to avoid such unauthorized access or computer viruses.

(4) Nothing in this EULA is intended to limit any non-waivable right to decompile the Software to which You may be entitled under applicable law. For example, if You are located in the European Union (EU), You may enjoy the right to decompile the Software - if certain conditions are met as specified in such law - if necessary in order to achieve interoperability between (i) the Software and (ii) other applicable software, on the condition that You have first asked YOUCON in writing to provide the information necessary to achieve such interoperability and YOUCON has not provided such information available. You are advised that information supplied by YOUCON or discovered through decompilation of the Software shall be used only for those purposes expressly permitted by applicable law, and You are advised to consult such law and obtain legal counsel (if necessary) to achieve this compliance.

3. Third Party Software and Services

(1) The Software has the linkage function with third party software and services (hereinafter, "Third Party Software") and Third Party Software is a service provided by the service providers of each Third Party Software (hereinafter, "Providers"), but not by YOUCON. Third Party Software shall not constitute any part of the Software. YOUCON shall not be responsible for providing any support service or maintenance service of Third Party Software to you.

(2) In the event that Third Party Software has a problem with its operation or the Software has lost linkage function with Third Party Software, (hereinafter, "Linkage Function"), the Linkage Function may be unavailable. In such case, YOUCON shall not be responsible for refunding any price you paid.

(3) All information and data uploaded to Third Party Software through the Software will be sent to and stored by the corresponding Providers (not YOUCON).

(4) YOUCON SHALL NOT BE UNDER ANY LIABILITY FOR ANY LOSS, CORRUPTION, ILLEGAL USE OR DISCLOSURE OF YOUR INFORMATION AND DATA UPLOADED TO PROVIDERS.

4. Reservation of Rights and Ownership

(1) You agree that no title to, or intellectual property rights in, including, without limitation, any trade secret, copyright, patent and trademark, or any other interest in any Software, is transferred hereunder to You, with the exception of the licenses granted to You in this EULA. You agree that You will not take or cause to be taken any action that would challenge the validity or enforceability of any of YOUCON's intellectual property rights to Software or any technology included therein.

(2) You shall not change or remove any copyright notices contained within the Software and its copy.

5. Assignment

You may not assign or otherwise transfer these terms or your rights and obligations under this EULA, in whole or in part, without YOUCON's written consent.

6. Software Support

Support for the Software is not provided by YOUCON or its affiliates unless you purchase support service for the Software. For purchase of support service for the Software, please contact your supplier.

7. Export Control

The Software is subject to the EUROPEAN (EU) export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside of EUROPE. You shall abide by all applicable export control laws, rules and regulations applicable to the Software. You agree that You will not export, re-export, or transfer the Software, in whole or in part, to any country, person, or entity subject to EU and any applicable export restrictions. You specifically agree not to export, re-export, or transfer the Software to: (i) any country to which is embargoed or restricted to export of goods or services, or to any national of such country, wherever located, who intends to transmit or transport the product back to such country; (ii) any person or entity who You know or have reason to know will utilize the Software or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) any person or entity who have been prohibited from participating in export transactions by any federal agency of the EU government or any applicable government.

8. Termination

YOUCON may terminate this EULA immediately if You fail to comply with the terms and conditions of this EULA. In such event, You shall discontinue all use of Software and materials related to the Software, and destroy all copies,

summaries or extracts thereof, if any, which have been made by You, and all Confidential Information of YOUCON in Your possession.

9. Miscellaneous Provisions

(1) If You are a business, company, or organization, You acknowledge and agree that YOUCON has the right to audit Your compliance with this EULA, upon reasonable advanced notice.

(2) This EULA sets forth the entire agreement and understanding between You and YOUCON relating to the Software, and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software. It may not be modified or changed in any way without the express written consent of the parties hereto.

(3) If any provision of this EULA is held to be invalid or unenforceable for any reason by any tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions shall continue in full force and effect.

(4) The failure of either Party to enforce, in any one or more instances, any of the terms and conditions of this Agreement shall not be construed as a waiver of the future performance of any such term or condition. Waiver of any term of condition of this Agreement shall only be deemed to have been made if expressed in writing by the Party granting such waiver.

10. U.S. Government End Users.

This Section 10 applies to all acquisitions of the Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. By accepting delivery of the Software, the government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and conditions of this End User Agreement shall pertain to the government's use and disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. If this EULA fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Product, unused. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights – Use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT. 1988)."