

## I. QTRONIC PRODUCT END-USER LICENSE AGREEMENT - February 2019

Please carefully read the following LICENSE AGREEMENT.

QTronic GmbH, located in Alt-Moabit 92, D-10559 Berlin, Germany (hereinafter referred to as "QTronic") developed and owns the software tools for control development and test: "Silver", "Silver Runtime", "TestWeaver", "TestWeaver Light", "QTronic Network License Server", "ADASIS Route Creator" - any of which hereinafter referred to as a "QTronic Product".

This license agreement is an agreement between QTronic and you, a physical person or a business entity (hereinafter named as "you"). This license agreement defines the terms and conditions of using a QTronic Product, its components, libraries, scripts, and other software and data. Under the terms and conditions of this agreement a QTronic Product can be used for commercial or personal use. By connecting a QTronic Product to your computer, or by installing a QTronic Product, or by accessing in some other way the data of a QTronic Product, you are accepting this license agreement and you are acknowledging to be legally bounded to its stipulations.

No parts of a QTronic Product can be sold to third parties. This applies without restrictions irrespective whether or not any parts of a QTronic Product are combined or used with or within third party products. By acquiring a QTronic Product you are granted a non-exclusive, non-sub-licensable license of using a QTronic Product.

You are only allowed to use a QTronic Product, its components, libraries, scripts and other software and data on a computer if a valid and legally acquired license with all of the required license options is available for that computer during the entire time of use on that computer. A license is considered to be legally available for a computer only in one of the following three cases: (1) PC-bound license: a valid license file is locally available on that computer and the QTronic Product instance is executed on that computer and is directly used on that computer without any remote network interface, or (2) Dongle-bound license: a dongle with a valid license is directly connected to that computer, without any remote network drive connection to the dongle and the QTronic Product instance is executed on that computer and is directly used on that computer without any remote network interface, or (3) network license: a network license is acquired for the QTronic Product being accessed on that computer. Running a QTronic Product through a terminal server or via a remote desktop connection, or similar, is allowed only if you acquire a network license for the computer where the QTronic Product is running.

In case you acquired a license for usage in the EU/EEA countries then it is assumed that your business unit and all QTronic Product users that are granted usage according to this license agreement are located within the countries from the European Economic Area –

QTronic GmbH  
Alt-Moabit 92  
D-10559 Berlin  
Tel: +49 30 3512 1066  
Email: [info@qtronic.de](mailto:info@qtronic.de)  
[www.qtronic.de](http://www.qtronic.de)

Managing directors:  
Dr. Andreas Junghanns  
Dr. Jakob Mauss  
Dr. Mugur Tatar

Bank account  
Deutsche Bank  
IBAN: DE32100700240276257300  
BIC/SWIFT-Code: DEUTDE33HAN

HRB Charlottenburg:  
Reg-Nr.: 103790B  
VAT Number: DE250324215  
Steuer-Nr.: 30/481/31931

these are the countries from the European Union plus Iceland, Liechtenstein and Norway (see [www.efta.int/eea](http://www.efta.int/eea)).

For the scope of this document the term “your business affiliates” denotes your business entity or any current business entity that, directly or indirectly, control, are controlled by, or are under common control with your business (and for purposes of this definition only, the term “control” means the legal, beneficial, or equitable ownership, directly or indirectly, in such an entity).

Your licenses can be used also by your business affiliates under certain restrictions, as follows: PC-based and Dongle-licenses can be used by your business affiliates located in the same country as you. Network licenses restricted to EU\EEA countries can be used by your business affiliates located within the EU\EEA countries. International network licenses can be used by any of your business affiliates. Inside your or an affiliate business unit that is granted usage rights according to this license agreement the only authorized users are: the contract employees, the temporary employees and the loaned employees for the duration of their contract. Apart of the exceptions listed in this paragraph, you are not allowed to make a QTronic Product or any of its components, libraries, scripts and other software and data, accessible to any third party.

You are not allowed to run a QTronic Product inside virtualization software, unless a Dongle-based or a network license is being used for that QTronic Product instance. You are not allowed to run the “QTronic Network License Server” inside virtualization software, unless you have a prior written permission from QTronic. The number of concurrently running QTronic Product instances on a computer can be limited according to the specific license terms acquired – if not otherwise specified in the acquired license terms, a license allows up to 4 concurrently running instances on a computer making use of a QTronic Product license or option.

By accepting the license conditions you are irrevocably accepting not to transfer the rights granted to you by this license to a third party. Any rights, particularly, but not exclusively, all industrial property rights related to a QTronic Product are owned by QTronic, its affiliated companies and possibly by their suppliers. You further declare to respect, wherever applicable, all national and international intellectual property rights. Any other use of a QTronic Product or any of its parts, except the licensed one, in particular, but not exclusively, related to leasing, renting, lending, further developing, modifying, reverse engineering, distributing or selling copies of the product or of any of its parts is explicitly prohibited.

All rights related to a QTronic Product that are not explicitly granted to you as part of this agreement are owned by QTronic. This license ends without any other necessary further action of the parties and without any notification from QTronic in case of an infringement of

QTronic GmbH  
Alt-Moabit 92  
D-10559 Berlin  
Tel: +49 30 3512 1066  
Email: [info@qtronic.de](mailto:info@qtronic.de)  
[www.qtronic.de](http://www.qtronic.de)

Managing directors:  
Dr. Andreas Junghanns  
Dr. Jakob Mauss  
Dr. Mugur Tatar

Bank account  
Deutsche Bank  
IBAN: DE32100700240276257300  
BIC/SWIFT-Code: DEUTDE33HAN

HRB Charlottenburg:  
Reg-Nr.: 103790B  
VAT Number: DE250324215  
Steuer-Nr.: 30/481/31931

any of the stipulations of this agreement. The parties are bound without limitations and for an unlimited period of time to the stipulations from ANNEX II, even after a possible end of this license. Furthermore, in case the license for a QTronic Product ends, you commit to remove the QTronic Product and all of its components and license files from your computers and other data storage devices and to physically destroy the QTronic Product data carriers and dongles received from QTronic or its distributors.

In case of a conflict between some stipulations of this license agreement and some applicable right somewhere in the world, that might be relevant for that conflict case, will the parties modify this license agreement in a way that will preserve as much as possible the initial content of the license agreement. The other parts of the license agreement remain valid and legally binding and, in this respect, remain incontestable.

## **II. ANNEX TO THE QTRONIC PRODUCT END-USER LICENSE AGREEMENT**

The products and their parts are property of their respective rights-owners and contents-owners and are possibly subject of copyright and other industrial property rights, or pending intellectual property rights. This license does not grant you any other rights except those that are explicitly named in this agreement.

### **LIMITATION OF LIABILITY AND LIMITATION OF GUARANTEE**

QTRONIC OFFERS NO GUARANTEE WHATSOEVER ABOUT THE CORRECTNESS AND THE SERVICE LIFE SPAN OF THE SOFTWARE, DATA OR INFORMATION OFFERED FOR USE AS PART OF THIS LICENSE, WHETHER RELATED OR UNRELATED TO THEIR INTENDED USAGE. THE SOFTWARE AND THE DATA OF ANY QTRONIC PRODUCT ARE OFFERED FOR USE IN THE FORM CURRENTLY AVAILABLE WITHOUT GRANTING ANY EXPLICIT OR IMPLICIT GUARANTEE. IN PARTICULAR, QTRONIC IS NOT LIABLE FOR THE QUALITY OF THE SOFTWARE OR THE DATA DELIVERED OR THEIR USABILITY FOR A CERTAIN PURPOSE. WITH THE EXCEPTION OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF QTRONIC, QTRONIC IS NOT LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES CAUSED BY RUNNING THE DELIVERED SOFTWARE. IN PARTICULAR QTRONIC IS NOT LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES CAUSED BY RUNNING THE DELIVERED SOFTWARE WITH DATA AND SOFTWARE COMPONENTS THAT HAVE BEEN MODIFIED BY THE USER OR BY ANY OTHER THIRD PARTY. NEITHER QTRONIC, NOR ITS SUPPLIERS, AUTHORIZED DEALERS OR EMPLOYEES ARE LIABLE FOR ANY KIND OF INDIRECT LOSSES, IRRESPECTIVE OF THE KIND OF LOSS OR DAMAGE; IN PARTICULAR, BUT NOT EXCLUSIVELY, THEY ARE NOT LIABLE FOR LOSSES CAUSED BY LOSS OF PROFITS, BUSINESS OR SERVICE INTERRUPTIONS, OR CAUSED BY DATA LOSSES IN THE COURSE OF USING THE QTRONIC PRODUCTS. THE ABOVE APPLIES EQUALLY WHETHER OR NOT QTRONIC IS AWARE ABOUT A POTENTIAL PREJUDICE. NEITHER QTRONIC NOR ITS SUPPLIERS, AUTHORIZED DEALERS, DISTRIBUTORS, SALES REPRESENTATIVES, FIELD STAFF OR EMPLOYEES ARE LIABLE TOWARDS ANY THIRD PARTY.

---

QTronic GmbH  
Alt-Moabit 92  
D-10559 Berlin  
Tel: +49 30 3512 1066  
Email: [info@qtronic.de](mailto:info@qtronic.de)  
[www.qtronic.de](http://www.qtronic.de)

Managing directors:  
Dr. Andreas Junghanns  
Dr. Jakob Mauss  
Dr. Mugur Tatar

Bank account  
Deutsche Bank  
IBAN: DE32100700240276257300  
BIC/SWIFT-Code: DEUTDE33HAN

HRB Charlottenburg:  
Reg-Nr.: 103790B  
VAT Number: DE250324215  
Steuer-Nr.: 30/481/31931