

Software License End User Agreement

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2. LICENSE RESTRICTIONS. You may not and You may not allow any third party to 1) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas of the Software by any means whatsoever; 2) remove any product identification, copyright legend or other notices; 3) rent, lease, lend, or sublicense the Software to third parties; 4) modify, incorporate into or with other software or create a derivative work of any part of the Software except as specified in the user documentation or as permitted under separate license agreement with TCG; 5) use the licensed Software to provide hosted (cloud) services or to operate a service bureau without explicit contractual agreement with TCG; 6) operate the Software in a public cloud; 7) publish, disclose or otherwise display in writing electronically or otherwise any part of the licensed Software or documentation; or 8) attempt to use the Software, or any portion thereof, in excess of its licensed capacity. Except as may be reasonably required to use the Software in accordance with the License, and except as strictly required for back-up and archival purposes, You may not copy the Software or any part thereof. TCG or an authorized representative or reseller has the right to inspect the license file of the Software at least once per calendar year. This is in order to check if You adhere to the license terms and conditions according to this Agreement and further agreements regarding the Software.

3. THIRD PARTY SOFTWARE AND USE OF DLL (DYNAMIC LINK LIBRARIES). Only the DLL files located inside the "Shared DLLs" directory of the Software distribution package are part of the license of the Software and may be integrated or referenced without restriction by You into your own software products and/or software enhancements. All other DLL supplied

with the Software may only be used but **not** be integrated or referenced (linked) by You in your own software and/or software extensions. This shall also apply in the event that such software and/or software enhancements are executed as part (e.g. DocProStar activities) of the Software.

4. TERM & TERMINATION. The term of this Agreement and Your licenses of the Software will commence as of the first to occur of the date of Your acceptance of this Software License Agreement or the date the Software is made available to You and will continue until the termination or expiration of the term of all of the licenses of the Software, unless earlier terminated at the end of any timeframe specified in an order or as provided below. You may terminate this Agreement and the License at any time by certifying destruction of all copies of the Software and associated documentation. This Agreement will further terminate upon Your failure to cure any material breach of this Agreement within 30 days of written notice from TCG regarding such breach. Termination of this Agreement, regardless of cause, will not excuse Your obligation to pay in full any and all amounts due for the Software, nor will termination result in a refund of any fees paid by You for the Software. In the event of termination, regardless of cause, the License will immediately terminate, and You will promptly destroy all copies of the Software. Sections 8 (Copyright), 11 (Intellectual Property Indemnification), 12 (Limitation of Liability) and 14 (Miscellaneous) of this Agreement, and the obligations embodied therein, will survive any termination of this Agreement.

5. SOFTWARE MAINTENANCE AND SUPPORT SERVICES. TCG, a TCG entity or an authorized TCG reseller will provide software maintenance and support services for which You have paid the required maintenance and support fees, subject to the terms and conditions of this Agreement and the Software Maintenance and Support Agreement (the "Support Agreement") with TCG, a TCG entity or with an authorized TCG reseller. Pricing for software maintenance and support services shall be as quoted and agreed upon between the parties for the initial term and may increase for renewal terms.

If renewal is not automatically extended, TCG, a TCG entity or authorized TCG reseller will need to receive the respective contract renewal order along with invoicing authorization, prior to the current term's expiration. TCG may terminate and suspend performance of all maintenance and support services if You fail to pay any past due TCG invoice within 10 days of written notice of such failure, in the event of any other material breach by You which remains uncured 30 days after notice thereof or if any of the Software ceases to be subject of a valid Software License Agreement. TCG will not provide maintenance and support following expiration and non-renewal of this Agreement. In the event You desire maintenance and support to be reinstated following expiration, You agree to pay for an additional full 1 year term (including the agreed annual increase mentioned earlier on this clause) counted retroactively from the initial expiration date. In case You decide to reinstate maintenance and support 1 year or more following expiration, You agree to pay all yearly maintenance and support renewal fees retroactively due from the last expiration date.

All software maintenance releases, updates, patches, workarounds, or other software and/or documentation furnished to You pursuant to this Agreement shall be deemed to be Software, as that term is used herein. Upon receipt and installation of a software maintenance release to a Software program, You may keep (in addition to the current revision archival copy permitted hereunder) one copy of the previous version of that Software for archival purposes only and shall destroy all other copies of the previous version.

6. PROFESSIONAL SERVICES ENGAGEMENTS. All professional services engagements shall be performed under a separate services agreement, mutually agreed upon in writing by authorized representatives of TCG / a TCG entity or an authorized TCG reseller and You.

7. PRICE-PAYMENT-DELIVERY. All rights granted in this Agreement are conditional upon payment of the appropriate fees. Invoices are due and payable 30 days from date of invoice. Prices invoiced are net of all sales, use, VAT or excise taxes, duties or assessments arising on or measured by amounts payable to TCG hereunder.

8. COPYRIGHT. The Software is proprietary commercial software developed at private expense by TCG and/or its licensors. TCG reserves all intellectual property rights to the Software and its documentation under Swiss copyright law and international copyright treaty provisions as well as trade secret, industrial property, unfair competition or similar laws applicable to the locality where you use it. No product or service provided under this Agreement will be deemed a “work-made-for-hire”.

9. LIMITED WARRANTY. Subject to the limitations stated herein, TCG warrants to You, the original end user, that, for a period of 90 days from the date of receipt, a) the media on which Software is furnished will be free of defects in materials and workmanship, and b) such Software, as delivered, will materially conform to TCG’s then-current documentation for such Software. You must report all warranted problems to TCG in writing within the warranty period. Your exclusive remedy, and TCG’s entire liability, under this warranty will be, at TCG’s option, the replacement of the non-conforming Software, media and/or documentation or a refund of the license fee You paid, subject to Your return of the Software. The Limited Software warranty is excluded if You have modified or altered the Software, installed, operated, repaired or maintained the Software other than in accordance with the then-current documentation for such Software, subjected the Software to misuse, negligence, or accident, or if the error reported by You cannot reasonably be reproduced. Further, the limited Warranty for the Software does not extend to, and TCG’s will not have any obligation to remedy, any interference with or failure or degradation of the performance of the Software arising from or caused by 1) Your failure to meet and comply with TCG’s specifications and requirements for implementation and/or execution of the Software; 2) Your violation of any restrictions upon the use of the Software; 3) Your installation, of any other software, hardware, product or apparatus in Your application environment following the installation of the Software; 4) any Software implementation, support or other services not provided by TCG or an authorized TCG reseller. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. The services provided hereunder shall be performed in a good and workmanlike manner in accordance with generally accepted standards of the software industry. This section does not apply to the provision of professional services.

10. DISCLAIMER OF ADDITIONAL WARRANTIES. The express warranty above is in lieu of all other warranties. TCG disclaims all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose; or any warranty arising from the course of dealing between the parties or from trade usage.

11. INTELLECTUAL PROPERTY INDEMNIFICATION. TCG will defend, at its own expense, any claim, suit or proceeding brought against You to the extent it is based upon a claim that Your use of the Software in any of the Countries where TCG operates, pursuant to this Agreement infringes upon any patent, copyright or trade secret of a third party. You agree that you will promptly notify TCG in writing of any such claim or action and give TCG full information and assistance in connection therewith. TCG will have the sole right to control the defense of, and to settle or compromise, any such claim or action. If You comply with the provisions hereof, TCG will pay all damages, costs and expenses finally awarded to third parties against You in such action. If the Software is, or in TCG’s opinion might be, held to infringe as set forth above,

TCG may, at its option, replace or modify the Software so as to avoid infringement, or procure the right for You to continue to use the Software. If neither of such alternatives is, in TCG's opinion, commercially reasonable, You will return the infringing Software to TCG, and TCG's sole liability, in addition to its obligation to pay awarded damages, costs and expenses as set forth above, shall be to refund the license fees You paid to TCG hereunder, depreciated on a 3-year, straight-line basis. TCG will have no liability for any claim of infringement arising as a result of 1) Your use of the Software in combination with any items not supplied by TCG; 2) any modification of the Software at Your request; 3) use of other than the latest revision of the Software if use of the latest revision would avoid the infringement; or 4) use outside the scope of the granted licenses. The foregoing states TCG's entire liability concerning infringement of intellectual property rights, including but not limited to, patent, copyright and trade secret rights.

12. LIMITATION OF LIABILITY. Under no circumstances will TCG be liable to you for any lost profits, lost or degraded data, interruption of business, procurement of substitute products, or for indirect, special, consequential, incidental or punitive damages, however caused and regardless of theory of liability, arising out of the use of (or inability to use) the software or the provision of services hereunder, even if TCG has been advised of the possibility of such damages. Except as set forth in Section 11, TCG's liability to you will in no event, whether in contract, tort (including negligence) or otherwise, exceed two times the annual fees You actually paid to TCG pursuant to this Agreement.

13. DATA PROTECTION. The parties agree to comply with any and all laws and governmental requirements that apply to their respective performance under this Agreement.

14. MISCELLANEOUS

a) Assignment. You may not assign this Agreement or any of the rights granted hereunder without the prior written approval of TCG.

b) Notices. All notices under this Agreement shall be in writing and shall reference this Agreement.

c) Waiver/Severability. Failure by either of us to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Similarly, the provision of any accommodation exceeding the requirements of this Agreement shall not constitute a waiver of any provision hereof, nor shall it be construed to establish a course of dealing contrary to the express terms hereof. If any provision of this Agreement shall be adjudged by a court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

d) Governing Law/Resolution of Disputes. This License Agreement will be construed and governed in accordance with the laws of Australia, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. This License Agreement will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. In the event of any dispute arising out of or relating to this Agreement, we shall attempt in good faith to resolve such dispute through informal means, including timely escalation of the dispute to senior management having full settlement authority. The parties undertake to conduct mediation proceedings before recourse

is made to the arbitral tribunal. The mediator shall be appointed by mutual agreement of both parties within three weeks after one party has notified the other party of this request in writing (request for mediation).

If the parties have not reached agreement on the mediator within this period, the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any court which may hear appeals from those courts in respect of any proceedings in connection with this agreement.

e) Force Majeure. Neither party to this Agreement shall be liable for non-performance to the extent that such non-performance is caused by events or conditions beyond that party's control, provided such party promptly notifies the other thereof and makes reasonable efforts to perform.

f) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this License Agreement. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such software licenses, and it shall supersede any and all conflicting provisions of any order document(s) between the parties. This Agreement may be modified, amended or waived only by a written agreement signed by duly authorized representatives of both parties.