The following license conditions apply to the Licensee´s use of the software in the equipment, or to the use of the software in and/or supplied with the equipment of **LAP Measurement Technology GmbH** (hereinafter referred to as "**Program**"):

1. **LAP Measurement Technology GmbH** (hereinafter referred to as "**Licensor**", "**LAP MT**" or "**LAP**") or its licensors exclusively shall have all rights of use to the Program.

2. However, the Licensor shall grant the Licensee the non-exclusive right to use and copy the Program provided in the object code if the respective copy is required to use the Program by the Licensee. A required copy includes in particular the installation of the Program from the original data carrier or from the granted download option to the mass storage device of LAP MT's hardware product used as well as the loading of the Program into its random access memory. Furthermore, the Licensee may use the Program only to the extent stipulated in the contract.

3. The Licensee may make a copy for backup purposes. However, in principle only one single backup copy may be made and kept. This backup copy must be clearly identified as backup copy of the Program provided.

4. The Licensee shall be obliged to prevent unauthorised access to the Program by third parties by taking appropriate precautionary measures. Original data carriers supplied and the backup copies must be kept in a secure location protected from unauthorised access by third parties. The Licensee shall specifically instruct its employees to comply with the foregoing contractual conditions and the provisions of the Urheberrechtsgesetz (UrhG) [German Copyright Act].

5. The Licensee may not make any further copies, and this shall also include the printing of the Program code.

6. The Licensee may only adapt the Program within the meaning of § 69 c no. 2 UrhG of the Federal Republic of Germany (transla-tion, adaptation, arrangement and other modifications of a computer program, as well as the reproduction of the results thereof), in particular modify and extend the Program, if this is expressly permitted by law (cf. § 69 d (1) UrhG, i.e. if they are necessary for the use of the computer program in accordance with its intended purpose, including for error correction, by any person au-thorised to use a copy of the program) or is agreed contractually with the Licensor. The Licensor draws attention to the fact that even minor modifications can result in significant, unforeseeable faults in the running of the Program and other software. The Licensee is therefore specifically warned against making any unauthorised modifications to the Program; the Licensee shall bear the risk alone.

7. If it is legally admissible to decompile the Program according to § 69 e UrhG, the following shall apply: before decompiling the Program, the Licensee shall request the Licensor in writing or in text form, setting an appropriate time limit of at least 7 calen-dar days upon receipt of the request, to provide the information and docu-ments required to achieve interoperability. Only after expiration of the time limit without result the Licensee shall have the right to decompile within the limits set by § 69 e UrhG. Be-fore calling in a third party (e.g. according to § 69 e (1) no. 1, (2) no. 2 UrhG), the Licensee shall provide the Licensor with a writ-ten statement from the third party that this third party gives an undertaking directly to the Licensor to comply with the stipula-tions in paragraph 3 to paragraph 6.

8. The Licensee shall in principle only have the rights to third-party software supplied which are required to use it together with the Program. This shall not include any right to adapt or pass on the Program, unless expressly agreed otherwise by contract. The use of third-party software shall furthermore be governed exclusively by the license conditions / conditions of use of the respective licensor which shall be provided by the licensor on behalf of the licensor.

9. The Licensee may use the Program on any LAP hardware available to the Licensee. If the Licensee, however, changes the hardware, the Licensee must delete the software from the hardware hitherto used.

10. The Licensee may make the Program available to a third party only if the Licensee waives its own use of the Program uniformly, completely and finally, and – in so far as the Program has been licensed in connection with the use of the LAP hardware – the Program is only to be used on LAP hardware. By passing on the Program, the old Licensee's right to use the Program shall expire. The Licensor shall refrain from renting and/or otherwise handing over of the Program to third parties in return for payment.

11. Express consent of the Licensor shall in any case be required to pass on the Program. The Licensor shall give its consent if (i) the Licensee submits a written declaration by the new user stating that the last one gives an undertaking to the Licensor to comply with the conditions agreed with the Licensee for using and passing on the software in favour of the Licensor as a third-party beneficiary (§ 328 BGB) [German Civil Code], and if (ii) the Licensee warrants to the Licensor in writing

or in text form that the Licensee has passed on all the original copies of the Pro-gram to the third party, and that it has deleted all copies the Li-censee has made itself. The Licensor can refuse its consent if there is a good cause (e.g., threatening breach of the license conditions, impending insolvency) to forbid the new licensee to use the Program.

12. The Licensee may not make the Program available to third parties if there are objec-tively reasonable grounds to suspect that the third party will violate the contractual conditions, in particular will make unauthorised copies. This shall also apply to the Licensee's employees.

13. The Licensee shall be obliged in any case, if the Program is passed on, to notify the Licensor immediately in writing or in text form of its intention to pass on the Program and to inform the Licensor of the name resp. the full company name and full address of the buyer in writing or in text form.

14. Subject to the exceptions indicated below, the Licensor shall *not* be liable, in particu-lar not for claims by the Licensee for damages or reimbursement of expenses – for whatever legal reason – for breach of duty from the obligation.

15. The above exclusion of liability as stipulated in paragraph 14 shall not apply:

    – in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;

    – in the case of violation of material contractual obligations; "Material contractual obligations" are obligations whose fulfilment forms the nature of the contract and where the Licensee may rely on;

    – in the event of injury to life, limb or health, also caused by legal representatives or vicarious agents;

    – in the case of default if delivery and/or service by a fixed date was agreed;

    – where the Licensor has assumed a warranty for the workmanship of the Pro-gram or the outcome of a service, or a procurement risk according to § 276 BGB;

    – in the case of liability under the Produkthaftungsgesetz [German Product Liabi-lity Act] or other compulsory statutory liability.

16. If the Licensor or its vicarious agents are responsible for slight negligence only and none of the cases specified in the bullet points 3, 5 and 6 of the above paragraph 15 exist, the Licensor shall be liable, also in the case of violation of material contractual obligations, only for contract-typical and foreseeable damage.

17. The liability of the Licensor for each individual case of damage shall be limited to a maximum liability coverage of EUR 500,000.00. This shall not apply if the Licensor is culpable of fraudulent intent, intent or gross negligence, to claims due to in-jury to life, limb or health and in the case of a claim arising from tort or an express additi-onal guarantee or assumption of a pro-curement risk according to § 276 BGB or in cases of different higher liability coverage prescribed by law, especially in accord-ance with the Produkthaftungsgesetz. Any further liability shall be excluded.

18. Exclusion resp. limitation of liability according to paragraph 14 through paragraph 17 and paragraph 19 shall apply to the same extent for the benefit of organs, executive and non-executive employees and other vicarious agents as well as sub-contractors of the Licensor.

19. In the event of data being lost or destroyed, the Licensor shall only be liable in so far as the Licensee has ensured that the destroyed data, which is kept in machine-readable form, can be reconstructed from the data material at reasonable expense (up to 40 working hours of the Licensor).

20. The burden of proof shall not be reversed by reason of the above terms and provi-sions.

21. If a third party makes justified claims due to the violation of property rights by the Program, LAP shall be liable to the Licensee as follows, whereby the stipulations of paragraph 14 through 20 shall not be affected:

    – LAP shall first at its option try at LAP's expense either to obtain a right of use for the deliveries in question or modify the Program while complying with the characteristics agreed under the contract so that the property right is not inf-ringed, or exchange the Program. If the Licensor cannot do so, or the Licensor rejects this on request of the Licensee, the Licensee shall be entitled to its legal rights which shall be limited by the stipulations in paragraph 14 through 20.

    – The Licensee shall, in the event of infringement of property rights by the Pro-gram, only be entitled to rights if it immediately gives LAP notification in wri-ting or in text form about the claims asserted by third parties, does not admit any infringement and all defensive measures and settlement negotiations are reserved for LAP.

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– If the Licensee stops using the Program for reasons of damage mitigation or other good cause, the Licensee shall be obliged to advise the third party that cessation of use is *not* deemed to be an acknowledgement of a property right infringement.

– If an appeal is filed by third parties against the Licensee for infringement of property rights resulting from the use of the Program licensed by LAP, the Licensee undertakes to notify LAP immediately in writing or in text form and to give LAP the opportunity to participate in any legal action. The Licensee must support LAP in every way to the best of its ability in conducting such legal action. The Licensee must not take any action which could impair LAP's legal position.

22. The Licensee's claims with regard to infringement of the rights of third parties by the Program shall be excluded if the Licensee is responsible for infringement of a property right. Such Licensee's claims shall also be excluded if the infringement of the property right is due to an application which LAP could not foresee or is caused by the software being modified by the Licensee, or used with products LAP did not deliver, if the infringement of the property rights is based on this.

23. Claims by the Licensee for damage from this contractual relationship may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period. This shall not apply, if LAP is culpable of fraudulent intent, intent or gross negligence, to claims due to injury to life, limb or health, and in the case of a claim arising from tort or an express additional guarantee or assumption of a procurement risk, or where a different, longer preclusion period is stipulated as mandatory by statutory law.

24. These License Conditions are governed exclusively by the law of the Federal Republic of Germany. The UN Sales Convention (CSIG) is excluded.

25. Place of performance and legal venue is the location of the Licensor's registered office.

Lüneburg, April 2022

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Local court of Lüneburg HRB 210131

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