1. **Apendix 1- End User License Agreement**

Software License Agreement based on AEOS version 2021.1

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE.

IN YOUR AGREEMENT WITH OUR CHANNEL PARTNER ("AGREEMENT"), YOU AGREED THAT YOU MAY ONLY USE THE SOFTWARE AFTER YOU CONCLUDED AN END USER LICENSE AGREEMENT NEDAP N.V. ("**NEDAP**") IN WHICH THE RIGHT TO USE THE SOFTWARE IS GRANTED. YOU ACCEPTED THE TERMS AND CONDITIONS OF THE EULA BEFORE USING THE SOFTWARE IN YOUR AGREEMENT WITH THE CHANNEL PARTNER.

BY CHOOSING "I ACCEPT THE AGREEMENT" AND CLICKING ON NEXT, OPENING THE PACKAGE, DOWNLOADING OR INSTALLING THE PRODUCT, YOU CONFIRM YOU ACCEPTANCE TO THE TERMS OF THE EULA - TO THE EXTENT REQUIRED. IF YOU DO NOT AGREE TO ALL THE TERMS CONTAINED IN THIS AGREEMENT, CLICK "DO NOT ACCEPT" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE OR DO NOT DOWNLOAD THE PRODUCT.

1. **Right of Use**

1.1. Nedap hereby grants the customer ("**Customer**") a non-exclusive and non-transferrable right to use the computer programs specified in the agreement between the Customer and the Channel Partner, hereinafter referred to as "**Software**".

1.2. Except where agreed otherwise in writing, Nedap's obligation to provide and Customer's right of use shall solely extend to the so-called software object code. Customer's right of use shall not extend to the Software source code. The Software source code and the technical documentation produced during the development of the Software shall not be made available to Customer under any circumstances, even if Customer is prepared to pay financial compensation for this information.

1.3. Nedap shall not be obliged to provide any Software or program or data libraries other than those agreed, even if these are required for the use and/or maintenance of the Software. If, contrary to the foregoing, Nedap is required to provide Software and/or program or data libraries other than those agreed, Nedap may require Customer to enter into a separate written Agreement for this purpose.

1.4. Customer may only use the Software (i) for which Customer has paid a license fee (or in the case of an evaluation copy, those programs Customer is authorized to evaluate) and (ii) for which Customer has received a product authorization key.

1.5. Except where otherwise agreed in writing, Nedap's performance obligations shall not include the maintenance of the Software and/or the provision of support to the users of the Software. If, contrary to the foregoing, Nedap is also required to provide such maintenance and/or support, Nedap may require Customer to enter into a separate written Agreement for this purpose.

1.6. The right of use of the Software shall in all cases be non-exclusive, non-transferable, non-assignable and non-sublicensable.

2. **Restrictions on Use**

2.1. Channel Partner shall strictly observe the restrictions on the right of use of the Software agreed between the Parties at all times. Customer is aware that the violation of an agreed restriction on use shall constitute both breach of the contract with Nedap and an infringement of the intellectual property rights in respect of the Software. The agreed restrictions on use may relate to such aspects as:
   - the kind or type of hardware that the Software is designed for, and/or
   - the maximum number of processing units that the Software is designed for, and/or
   - specific – referred to by name or job title or otherwise – individuals who may use the Software within Customer's organization, and/or

- the maximum number of users who may use the Software – simultaneously or otherwise – within Customer's organization, and/or
- the location at which the Software may be used, and/or
- specific forms and purposes of use (e.g. commercial use or use for private purposes), and/or
- any other quantitative or qualitative restriction.

2.2. If the Parties have agreed that the Software may only be used in combination with specific hardware or a specific kind or type of hardware, Customer shall be entitled in the event of malfunction of the relevant hardware to use the Software on other hardware of the same kind or type until the original hardware is restored to working order.

2.3. Nedap may require Customer to refrain from using the Software until such time as Customer has requested and obtained one or more codes (passwords, identity codes etc.), required for use, from Nedap, its own supplier, or the Software manufacturer. Nedap shall be entitled to arrange for technical measures to be taken at any time in order to protect the Software against unlawful use and/or against use in a manner or for purposes other than those agreed between the Parties.

2.4. Under no circumstances shall Customer remove or circumvent technical provisions intended to protect the Software, or arrange for this to be carried out.

2.5. Customer may make (1) archival copy of the Software provided Customer affixes to such copy all copyright, confidentiality and proprietary notices that appears on the original.

2.6. Except where agreed otherwise in writing, Customer shall only  be  permitted to use the  Software  within and on behalf of its own company or organization and only for the intended use. Except where agreed otherwise in writing, Customer shall not use the Software to process data on behalf of third Parties, e.g. for services such as 'time-sharing', 'application service provision', 'software as a service' and 'outsourcing'.

2.7. Customer shall not be permitted to sell, rent out, transfer or grant restrictive rights to the Software, the media on which the Software is stored and the certificates of authenticity issued by Nedap on provision of the Software, or to make these available to third Parties in any way or for any purpose and/or create derivative works of the Software.

2.8. Customer shall also refrain from granting third Parties access – remote or otherwise – to the Software or providing the Software to a third party for the purpose of hosting, even if the third party in question only uses the Software on behalf of Customer.

2.9. Upon request, Customer shall immediately lend its full cooperation to any investigations to be conducted by or on behalf of Nedap in relation to Customer's compliance with the agreed restrictions on use. At the first request of Nedap, Customer shall grant Nedap access to its buildings and systems. Nedap shall maintain the confidentiality of all company information to be regarded as confidential that Nedap obtains from or on the premises of Customer within the context of this type of investigation, in so far as this information does not relate to the use of the Software itself.

## 3. Term of the Agreement

3.1. The Agreement regarding the provision of the Software has been entered into for the term agreed between the Customer and the Channel Partner. If no term has been agreed, the license is granted for an indeterminate time and is effective until terminated by either party.

3.2. Customer may terminate the license at any time by destroying all copies of the Software including any documentation. The license may be directly terminated by Nedap if Customer fails to comply with any provision of this license.

3.3. Upon termination, Customer must destroy all copies of the Software. Customer shall notify Nedap immediately in writing that this has been carried out. Nedap shall not be obliged to provide Customer with assistance on or after expiry of the right of use with a view to data conversion required by Customer.

## 4. Modification of the Software

4.1. Except where set out in law or in this license, Customer shall not be entitled to copy, modify, reverse engineer the Software in part or in full without the prior written consent of Nedap. Nedap shall at all times be entitled to refuse its consent or to attach conditions to its consent, including conditions in relation to the method and quality of implementation of the modifications required by Customer.

4.2. Customer shall bear all risks associated with modifications carried out by or on behalf of Customer by third Parties with the consent of Nedap or otherwise.

## 5. Limited Software Warranty

5.1. Nedap guarantees that for a period of one year from the date of shipment from Nedap: (i) the media on which the Software is furnished will be free form defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to specifications published by Nedap. Except for the foregoing, the Software is provided "as is". This limited license extends  only to the Customer as the original licensee. Customers sole  and exclusive remedy and the entire liability of Nedap and its suppliers under this limited warranty will be at Nedap and/or its authorized partners option the repair, replacement or refund of the Software if timely reported to the party supplying the Software to the Customer. Nedap disclaims any commitment that the Software made available to Customer will be fit for the

actual and/or intended use by Customer. Nedap shall also not guarantee that the Software will operate with no interruptions, errors or defects or that all errors and defects will always be fixed.

5.2. The warranty in in Article 5.1 does not apply if the Software (a) has been altered, except by Nedap, (b) has not been installed, operated repaired, or maintained in accordance with the instructions supplied by Nedap, or (c) has been subjected to abnormal physical or electrical stress misuse, negligence, or accident, or (d) is used in ultra hazardous activities.

5.3. The warranty in in Article 5.1 does not apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which Nedap does not receive a license fee from Customer and/or the applicable reseller. All such Software is provide as is without any warranty, commitment from Nedap whatsoever.

5.4. Except as specified in Article 5.1, Nedap makes no other, and expressly disclaims all other commitments, representations, warranties, conditions and covenants, either express or implied (including without limitation, any express or implied warranties or conditions of fitness for a particular purpose, merchantability, satisfactory quality, durability, accuracy or non-infringement) arising out of, or related to, the purchased items or their performance or non-performance, including but not limited to any warranty relating to third party services. clauses 7:17 and 7:21 Dutch Civil Code do not apply, to the extent that these would be applicable.

5.5. Nedap shall make every effort to fix errors in the Software within the meaning of Article 5.1 within a reasonable period of time if Nedap receives detailed, written notification of these errors within a period of three months following delivery or, if the Parties have agreed to an acceptance test, within three months of acceptance. The fixing of errors shall take place at a location to be determined by Nedap. Nedap shall be entitled to install temporary solutions, workarounds or problem-avoiding restrictions in the Software at any time. Under no circumstances shall Nedap be obliged to recover scrambled or lost data.

5.6. Nedap shall not be obliged to fix errors that are reported following expiry of the guarantee period referred to in Article 5.5, unless the Parties have entered into a separate maintenance Agreement that incorporates an obligation to this effect.

5.7. Under no circumstances, and notwithstanding whether a claim for any such liability is based upon breach of contract, warranty, tort, or otherwise, will either Party, be liable for: any loss of revenue loss of profits, loss of sales or turnover, loss or damage to reputation, loss, damage or corruption of data or Software, or any incidental, indirect, special, punitive or consequential damages, even if the party has been advised of the possibilities of such damages or if such damages are otherwise foreseeable, in no event shall Nedap's or its supplier's liability to customer, whether in contract, tort (including negligence), or otherwise exceed the license fee paid by Customer.

5.8. All exclusions and limitations in this Agreement and/or any statement of work shall only apply so far as permitted by law and in particular nothing shall exclude or restrict liability: (i) for fraudulent misrepresentation or other fraud, (ii) for damage caused by intent or willful recklessness (in Dutch: *opzet of bewuste roekeloosheid*) of a party or a party's managerial personnel; (iii) for any breach of the confidentiality obligations.

## 6. Confidentiality

6.1. Customer acknowledges that the Software including the design and structure of individual programs are of a confidential nature and constitutes trade secrets of Nedap, its own suppliers and/or the software manufacturer. Customer agrees not to disclose, provide or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Nedap, except where allowed by third party technology terms and conditions. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to the Software and documentation shall remain solely with Nedap and applicable third Parties.

## 7. Maintenance Agreement

7.1. If Customer has not entered into a maintenance Agreement with Nedap at the same time as concluding an Agreement regarding the provision of the Software, Nedap shall not be obliged to enter into a maintenance Agreement in respect of the Software at a later point in time.

## 8. Software from Third Party Suppliers

8.1. If and in so far as Nedap provides Customer with Software from third Parties, the (license) terms imposed by such third Parties in relation to the Software shall apply, notwithstanding any varying provisions in these Nedap Terms and Conditions. Customer accepts the abovementioned terms imposed by third Parties. The copyright licenses and terms governing such third party Software can be found in the program documentation, readmes or notice files, an/or be available within the Software, for instance on the "about" screen. Nedap shall provide Customer with a copy of the terms free of charge upon request. For such third party technology Nedap provides no greater warranty or commitment than in the terms and conditions corresponding to said third party technology. If and in so far as the abovementioned terms imposed by third Parties in the relationship between Customer and Nedap are deemed not to apply for any reason whatsoever, or are declared to be inapplicable, the provisions of this license Agreement shall apply in full. The Software may contain open source Software, as further detailed on the Nedap's portal that can be accessed by the following address: www.nedapsecurity.com. For third party technology that is licensed under pen source licenses that give you the right to receive source code Nedap hereby offers to provide you said source

code.

9. **Export Compliance**

9.1. Customer represents and warrants its understanding that any Software, or technology, including technical data (collectively, the "**Supplied Items**"), that is licensed by Nedap may be subject to the jurisdiction of the export controls and trade sanctions of the Netherlands, the European Union, the United States, and/or the United Nations (collectively "**Export Controls**") and that such Export Controls can have extraterritorial application. Customer represents and warrants its understanding that the use, export, reexport, resale, release or other transfer of any Supplied Item or of any hardware, Software or technology that contains or is the product of any Supplied Item, may be subject to the jurisdiction of Export Controls, with which it covenants and agrees to comply. Nedap may terminate any sale hereunder, immediately for cause, if it knows or, in its unilateral discretion, has reason to believe that Customer has or may have breached this covenant. Nedap shall not be liable for its failure, using commercially reasonable efforts, to obtain any necessary export license relating to the Supplied Items.

10. **Applicable law and forum**

10.1. All disputes, controversies or differences arising out of or in connection with this license, including any question regarding its existence, validity or termination ("**Disputes**") shall be shall be referred to and finally resolved by arbitration in the English language and in accordance with the Arbitration Rules of the International Chamber of Commerce ("**ICC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause, and by 1 (one) arbitrator to be appointed in accordance with the ICC Rules. The seat of arbitration shall be Amsterdam, the Netherlands. The procedural law of this seat shall apply where the ICC Rules are silent.