

End User (Software) License Agreement

1. Definitions

„Asprova“ means Asprova Corporation and/or its German subsidiary Asprova GmbH.

“Asprova Partner” means Aimtec a.s., a joint stock company with the registered office at U Prazdroje 2807/8 301 00 Pilsen Czech Republic, IC: 252 01 816

„Documentation“ consists of all operator and user manuals, training materials, guides, listings, specifications and other materials for use in conjunction with the Software.

„License Key with Copy Protection“ Licenses shall be provided with an USB-Dongle or a virtual eProtector, which prevent unauthorized copying.

„USB-Dongle“ is a license key which serves as copy protection to prevent unauthorized use and reproduction of the Software.

„eProtector“ is a means of user authentication for use when a USB-Dongle is not possible or desired. In such circumstances the server with NLS will be identified explicitly based on several parameters (summarized in a digital „fingerprint“). However, the single-user version cannot be authenticated with an eProtector.

„Order“ means the purchase order placed by the Licensee for the purchase of the Software.

“Production Planning Area” means a production site of the Licensee in which production, fabrication or assembly areas share substantially the same equipment, inventory and labour force.

“Production Plant” means a single geographic location at which one or more Production Planning Areas are located.

„Software“ consists of an information system created by Asprova for use in production planning processes with the standard modules: APS, MS, BOM, SED, SCP, MES, DS, NLS) as well as relevant extension options and functionalities and the respective documentation including any updates and upgrades to these standard software products which Asprova markets and distributes.

“Software Sale Model” means the distribution of the Software as a perpetual license in consideration of a one time fee. Updates are not included in the one time fee.

“Software Subscription Model” means the distribution of the Software to Customers for a limited period of time (minimum 12 months) in consideration of an annual subscription fee payable in advance. Updates are included in the annual subscription fee. The term of the license is automatically extended except where the license is terminated upon three months notice to the end of the subscription period. Any downgrade of the license granted under the Software Subscription Model must be communicated to Asprova not less than 6 weeks prior to the expiration date of the then current license term and shall take effect from the following renewal date. Orders for Software Upgrades can be placed at any time during the subscription period and will be charged on a pro rata basis from the beginning of the month following the order until the end of the subscription period.

2. Software License

- i) **License Model:** Asprova has established a concurrent user licensing model. The Licensee can access the Software at the same time as the maximum number of users

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- ii) **Extent of the License Grant:** Upon full payment of the agreed remuneration the Licensor shall grant the Licensee the non-exclusive and non-transferable right to use the Software subject to the license model and maximum number of users agreed upon and set out in a sales agreement between the Asprova Partner and Licensee. The right to use Asprova-Software granted under the Software Sale Model is a perpetual right. The right to use Asprova-Software granted under the Software Subscription Model is a time-limited (temporary) right. The use of the Software is restricted to the Licensee's internal business purposes and shall only be installed on a computer located at the address set out in the Sales Agreement between the Asprova Partner and Licensee. For the avoidance of doubt the Software license granted under this End User Software License is granted for the number of Production Planning Areas within Licensee's Production Plant as specified in the Order. Notwithstanding the aforesaid the modules (DS and NLS) can be used independently of this location. The Licensee's rights can be extended by an upgrade, which must be agreed in writing.
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3. Delivery

Within a reasonable time after the written acceptance of the License by the Licensee and receipt of the respective Order the Licensee shall be provided with the License Key including Copy Protection for the agreed Software modules and options and agreed number of operations by the Asprova Partner.

4. License Fee

As consideration for the license to use the Software granted to the Licensee herein the Licensee shall pay the license fee upon the payment terms as set forth in the sales agreement between the Asprova Partner and Licensee.

5. Title to Software

Title to and ownership of the Software and all enhancements, modifications and updates of the Software and the Documentation is retained by Asprova.

6. Software Maintenance Contract (for Software Sale Model only)

Asprova partner shall provide Licensee with Software maintenance pursuant to the Software Maintenance Agreement executed by the Asprova partner and Licensee. For the avoidance of doubt where the Customer fails to conclude a Software Maintenance Agreement or terminates the same Asprova does not accept responsibility for any lack of compatibility of the Software with any new operating system purchased by the Customer.

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- vi) sub-license, rent, lease, lend, assign or transfer any portion of the Software or Documentation except as provided for in this License under clause 2 iv).

8. Term of License

The License granted hereunder is perpetual subject to the payment of the initial license fee (Software Sale Model) alternatively for a limited period of time as defined in the sales agreement between the Licensee and Asprova's partner (Software Subscription Model). Furthermore, the eProtector (where applicable) is subject to annual renewal. Licensee shall notify the Asprova partner at least four (4) weeks in advance of the expiry date in order to ensure continued use of the Software without interruption.

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If any provision of this License is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

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