END-USER LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY
This HighTec EDV-Systeme GmbH (hereinafter referred to as "HighTec") End User License Agreement (hereinafter also referred to as "EULA") is a legal agreement between an individual person or a legal entity (hereinafter referred to as "Customer") and HighTec on the use of computer software and accessories developed and supplied by HighTec (hereinafter referred to as "Software"). By installing or using or registering to use the Software, Customer agrees to be bound by the provisions set down in this agreement. If Customer does not agree to these terms, he is not permitted to use the software.
HighTec and their suppliers are the owners of any intellectual property rights in the software supplied hereunder. HighTec permits Customer to download, install, use and otherwise benefit from the software in strict accordance with the provisions of this agreement. The use of third-party software, materials and services such as GNU or GPL-based software included in or accessed in connection with the software might be subject to the Terms and Conditions of the respective third parties. The third-party software, materials and services are displayed in the information screen of the respective Software or identified by HighTec on request of Customer at any time.
The Software is fitted with product activation procedures (license manager) designed to prevent unauthorised copying. Any attempt to circumvent the restrictions on unauthorised copying shall result in the immediate termination of this agreement and loss of any rights of use on the part of Customer. In such a case, further use of the licensed software is liable to copyright infringement and further legal claims.

1 Licensing procedure
The Software is licensed, not sold, to the Customer. In accepting this agreement, Customer acknowledges that the Software remains the sole property of HighTec and/or their licensors. Nothing contained in this agreement will be construed as granting any ownership to Customer.
When obtaining the Software, the Customer receives a license key that is interpreted by the License Manager included in the Software. This procedure simplifies the installation process, and allows the Customer to have the acquired licenses available immediately after the purchase of the respective license. Customer has the choice between several license types according to his requirements. The license types are handled by a License Manager, which determines where a user can install and use the Software, and how many copies of the Software can be active at any given time. The License Manager supports evaluation as well as networked and single licenses.

2 License types
The following license types are available:
2.1 Node-locked - This is the most basic license type. It is granted for either a fixed or an unlimited number of licenses. The licenses are tied to the host-IDs of the computers where the Software is installed and used. A Node-locked License can have a version number, an expiration date, and other specific attributes. This license information is protected by means of digital signatures.
2.2 Temporary (Short Term) Licenses - This license restricts the use of the Software to a predefined period of time. It is especially interesting for customers who wish to realise a short-term project after which they do no longer need the software.
2.3 Floating - Due to its not being tied to specific host-IDs, this license allows the use of the Software anywhere on the network, as long as the maximum number of purchased licenses is not exceeded. The License Server handles the license grants via the network.
2.4 Time-zone-based - This license restricts the use of the Software to one or more time zones, thus offering a favourable solution for multinational enterprises that do not require world-wide licenses since they intend to use the Software only in certain regions.
2.5 Roaming - With this license type, users running licensed applications on their company network can disconnect from the network and take their licenses with them for working from home or in the field. Licenses that are thus "checked out" expire after a predetermined number of days or weeks, or can be returned to the license pool at the company network. Should the roaming user need an extension while he is away from the company network, all he needs to do is temporarily reconnect to the network in order to refresh the roaming period.
2.6 Evaluation - This license is tied to a special Evaluation host-ID and can be used on any computer. It is, however, furnished with an expiry date.
2.7 Shared - This license allows multiple copies of the same executable to be used under just one license. This is an important feature for the use of compilers and/or debuggers.
2.8 Host-ID lists - This is mainly used in connection with single licenses. The license can be tied to several host-IDs set down in a list instead of to a single host-ID. This method makes it possible for the user to install and use the Software, for example, at his office desktop and at his laptop.

3 Terms of License
Upon payment of the applicable license fees, HighTec hereby grants to Customer the non-exclusive, non-transferable right to:
 a) use the Software, solely for the design, simulation, implementation and manufacture of User Products (Developing License);
b) In case the Customer is developing own products by the means of or running under runtime environments or parts thereof, e.g. runtime libraries, of HighTec, e.g.

PXROS or PXROS-HR, a runtime license for each manufactured processor or controller may be demanded for such product (Distribution License). Such Distribution License may be granted a) as license per product (payable annually or quarterly); b) against flat-fee payment for a definite time for a certain product or product line and independent from the number of items; or c) unlimited in time or number of items against payment of a lump-sum ("Buy-out").
3.1 Customer is permitted to make one backup copy of the Software for archiving purposes, which may only be installed in cases where the original copy of the Software is lost, corrupted or made unavailable in any way other than by use or possession by another person.
3.2 If Customer has purchased more than a single license, then this EULA allows the simultaneous use of the Software by several persons employed by Customer or hired as contractors (provided that such contractors oblige themselves in writing to observe the confidentiality obligations as per 6. of this Agreement). In doing so, the number of persons having access to and/or using the Software may not exceed the overall number of purchased licenses at any time. Customer understands and agrees that any use beyond the licensed number shall constitute not only breach of this EULA, but also a violation of national and international copyright and patent laws.

4 Further Restrictions on Use, Disclosure; Third-Party License Rights
4.1 License, Not Sale. The Software is licensed, not sold, to Customer. In no event shall Customer be permitted to sell, license or otherwise commercialise the Software as stand-alone products.
4.2 Source Code Availability. Parts of the Software (the HighTec compiler toolchain in particular) are GPL-based software. For these parts, the source code can be delivered to the Customer on request against a handling fee. This offer is valid for a period of three years after the official release of the HighTec compiler toolchain.
4.3 No Assignment or Sharing. In no event shall Customer disclose, transfer, assign, publish, distribute, rent, lease or in any other way make Software available to third parties without the prior written consent by HighTec.
4.4 No Reverse Engineering. Customer understands and agrees that in no event shall he make unauthorized copies of, decompile, reverse engineer, disassemble, modify, or otherwise reduce the Software or any portion thereof to a form perceivable by a human reader, or disclose to any third person any portion of the Software in such a form. The right to decompile the Licensed Product granted to Customer is only granted under the terms of sec. 69 e para. (1) nos. 1 to 3 UrhG and within the limits of sec. 69 e para. (2) nos. 1 to 3 UrhG.
4.5 Restrictions on Disclosure. Customer may not provide, disclose or in any other way make available to others, including but not limited to Customer's affiliates, subsidiaries or divisions (unless Customer has licensed the Software in a way that permits such use) or any third parties, any of the Software without the prior written permission of HighTec. In the event that Customer hires or engages any contractor for the purpose of assistance with the installation, implementation or other use of the Software, Customer shall first establish the fact that said contractor is not employed or engaged by any direct competitor of HighTec, and in the event such contractor is so employed or engaged, Customer shall in no event give such person access to the Software; in the event such contractor is not employed or engaged by a direct competitor of HighTec, Customer shall ensure that such contractor has signed before obtaining access to the Software an appropriate confidentiality declaration that protects the Software in a manner consistent with the confidentiality and other provisions in this EULA.
4.6 Third-Party Licenses. The rights granted in the scope of this agreement only relate to Software developed by HighTec. Customer understands and agrees, that the Software may contain software and/or other intellectual property rights owned by third parties and that it is not HighTec's obligation or responsibility to determine what, if any, third party licenses Customer has to obtain in connection with the third party software, in case Customer should decide to exploit the Software beyond the scope of the License granted to him by HighTec and Customer agrees to indemnify, defend and hold harmless HighTec and HighTec's officers, directors, employees, subsidiaries, affiliates and distributors from any liability, including but not limited to attorneys' fees and experts' fees associated in any way with Customer's failure to obtain or properly maintain any such required third party licenses.
4.7 Limit on Applications. The Software is no consumer product and is designed to be used by trained professionals for professional purposes exclusively. Due to the large variety of applications for the Software, it has not been tested in all situations where it might be used. HighTec shall not be liable in any way for the results obtained by Customer through use of the Software. Customer agrees that he is responsible for any decisions regarding the use or way of use of the Software and for the results thereof. Customer agrees to indemnify, defend and hold harmless HighTec and its officers, directors, employees and agents from any third-party claims arising out of decisions by Customer to use or test the Software and out of any results from such use or testing by Customer.
4.8 Compliance Certification. During the term of this Agreement, HighTec shall have the right to request that Customer provides within thirty (30) days after receipt of HighTec's written request, documentation and certification of the use of the Software in complete compliance with this EULA's terms and conditions.

5 Intellectual Property Rights
Customer acknowledges that all Intellectual Property Rights in the Software are and will remain the sole property of HighTec or its licensors, if any. Nothing contained in this EULA will be construed as transferring by implication, estoppel

or otherwise any ownership, license or other rights to Customer except the licenses and rights expressly granted hereunder.

6 Confidentiality
Customer acknowledges and agrees that the Software and all other information provided by HighTec under this EULA are to be kept in confidence, and not to be disclosed except as permitted by this EULA. Customer acknowledges and agrees that the Software constitutes the trade secrets and proprietary information of HighTec and/or third parties. Customer agrees that he shall only make the Software available to his employees or to consultants/independent contractors who have entered into a confidentiality agreement with Customer in a sufficient way to protect HighTec's intellectual property rights in the Software. Customer undertakes to use sufficient safeguards to protect the Software from unauthorised access by third parties.

7 Online Services
7.1 **Online Services Availability and Use**. The Software may rely upon or facilitate Customer's access to websites maintained by HighTec or other parties offering goods or services ("Online Services" herein). Customer's access to and use of any such website, or of any such Online Services, is completely governed by the terms, conditions and disclaimers existing on such websites, or in connection with such Online Services. HighTec may at any time, at their discretion, eliminate, alter or modify the availability of any such website or any such Online Services.
7.2 **No Connection with Third Party Online Service Providers**. HighTec does not control, endorse or accept any responsibility or liability in connection with websites or Online Services provided by third parties, even if HighTec includes references or links to such websites on their own website. Any communications or other dealings between Customer and any third party in connection with access to or use of any such website or Online Services, including, but not limited to, delivery and payment terms, are solely between Customer and such third party. In no event shall HighTec be liable to Customer for any failures, deficiencies or errors in complying with applicable laws by such third party website or Online Service providers.
7.3 **Internet Based License Management System**. In the event that Customer has licensed the Software from HighTec on an on-demand basis, such that access is effected via the Internet Based License Management System, Customer understands and agrees that nothing herein shall constitute a guarantee or warranty for such Internet Based License Management System to be available to Customer at any and all times.

8 Taking effect; termination
This EULA is valid from the date of being signed by both parties or the date of the installation or use of the Software on an computer or within an environment of Customer, whatever will occur first, and will remain effective either: (a) for the period of time for which Customer has licensed the Software, or (b) until terminated by either party. Customer may terminate this EULA at any time by destroying the Software and all copies thereof. This EULA will terminate immediately without notice from HighTec if Customer breaches any provision of this EULA. Any payment obligations accruing prior to such termination shall survive and remain due. Upon termination of this EULA, the licenses and rights granted hereunder and the obligations imposed hereunder will cease, and Customer shall destroy the Software including all copies and all relevant documentation. The provisions of all sections which by their nature would survive the termination of this EULA shall so survive and Customer shall be obligated to perform in accordance therewith.

9 Limited Remedy and Disclaimer
HighTec warrants for a period of twelve (12) months from the Effective Date of the applicable HighTec Product License Sales Order Form that the unmodified and in case of an online delivery error free transmitted Software obtained thereunder and paid by Customer will perform in substantial conformance with the technical specifications set forth in the Documentation; provided, however, that HighTec makes no warranty with respect to any such failure or incorrect result that may arise due to: (i) the quality of the data sought to be processed with the Software; (ii) the effects of other software not licensed by HighTec to Customer or developed by HighTec for Customer; or (iii) the use of the Software in an operating environment or on a platform not specified by HighTec. Unless otherwise explicitly agreed upon, HighTec does not provide any warranty for third parties software, e.g. software components being subject of the GNU General Public License. HighTec does not assume any responsibility for any defects, damages or consequential

damages which may occur in connection with the use of an illegal or not fully paid copy of the software.
HighTec warrants the CD-ROMs, DVD's, diskettes or other media on which the Software is provided to Customer to be free of defects in materials and workmanship under normal use for thirty (30) days after delivery.
THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
HighTec does not warrant that the Products will meet Customer's requirements, that the Products will operate in the combinations which Customer may select for use, that the operation of the Products will be uninterrupted or error-free or that all Product errors will be corrected. To the extent Customer obtains any pre-production releases of Products, such Products are distributed "as is" with no warranty of any kind.

10 Exclusive Remedies
For any breach of the warranties contained in this Section, Customer's exclusive remedy, and HighTec's entire liability, shall be:
- For Software: At HighTec's sole discretion, the correction of Software errors that cause breach of the warranty, replacement of such Software. In case HighTec should not be willing or able to cure software errors, Customer may at his sole discretion demand reduction or return of the fees paid to HighTec for the license of such Software.
- For Media: The replacement of defective media returned within thirty (30) days after delivery.

11 Limitation of Liability
In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. HighTec's liability for damages hereunder shall in no event exceed the double amount of fees paid by Customer under this Agreement, and if such damages result from Customer's use of the Product or services, such liability shall be limited to double the amount of fees paid for the relevant Product or services giving rise to the liability from the Effective Date of the applicable HighTec Product License Sales Order Form or the date of performance of the applicable services. This does not apply, if the damages were caused by HighTec gross negligently or intentionally.The provisions of the Agreement between the Parties allocate the risks between HighTec and Customer. HighTec's pricing reflects this allocation of risk and the limitation of liability specified herein.

12 Non-Assignment
Except as stated otherwise, neither this EULA, nor any interest herein or part hereof, are assignable or transferable without HighTec's prior written consent, including any transfer or assignment by operation of law, agreement of merger, sale of assets or otherwise.

13 Governing Law, Venue
This EULA shall be governed by the laws of Germany, without reference to conflict of law or choice of law principles or decisions. The parties agree on Saarbrücken, Germany, as the exclusive place of jurisdiction. HighTec is entitled to sue the Customer at every other admissible venue.

14 Severability Clause
Should one or multiple provision(s) of this agreement be or become ineffective, this shall not affect the validity of the remaining provisions. In such a case, the ineffective provision(s) shall be replaced by such that is/are as similar as possible as regards content, and which comes closest to the ineffective or unfeasible provision(s) regarding its/their purpose. The same applies to possible loopholes in this agreement.

15 Entire Agreement
This agreement and HighTec's Standard Terms and Conditions for the Sale and Lease of Goods represent the complete and exclusive understanding between the parties and supersede all prior agreements, understandings and communications related to the subject matter of this agreement, be they oral or in writing. No addition or modification to this EULA is valid unless made in writing and signed by authorised personnel of HighTec and the Customer.

_____
(Date, Place)

_____   _____
HighTec EDV-Systeme GmbH   Customer