END USER LICENSE AGREEMENT (EULA)

PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE USING APIIDA SOFTWARE. BY CLICKING "ACCEPT" (OR OTHERWISE ASSENTING TO THE TERMS OF THIS EULA) OR ACCESSING, INSTALLING, OR OTHERWISE USING THE APIIDA SOFTWARE, YOU (A) ACCEPT THIS EULA AND AGREE THAT END USER IS BOUND BY THESE TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF END USER AND BIND END USER TO THESE TERMS. IF END USER DOES NOT AGREE TO THE TERMS OF THIS EULA, APIIDA DOES NOT LICENSE THE APIIDA SOFTWARE TO END USER, AND END USER SHALL NOT ACCESS, INSTALL OR USE THE APIIDA SOFTWARE, AND END USER SHALL PROMPTLY DELETE THE UNUSED APIIDA SOFTWARE.

1. **General**
    This End User License Agreement ("EULA") is between APIIDA AG, Goebelstrasse 21, 64293 Darmstadt, Germany ("APIIDA") and the customer (individual or entity) that has procured the licensed APIIDA Software (as defined below) for use as an end user ("End User"). End User acknowledges and agrees that, as between End User and APIIDA, APIIDA is the sole owner of all rights, titles and interests in and to the APIIDA Software, and APIIDA shall remain the sole owner of all Intellectual Property Rights (as defined below) adherent or in connection with the APIIDA Software. All rights not expressly granted to End User are retained by APIIDA. "APIIDA Software" means the object code form of the APIIDA proprietary software solutions licensed to End User under this EULA, together with any Updates thereto and Documentation. The full use of the APIIDA Software requires the purchase of a License Key, or a valid subscription to an APIIDA "Software as a Service (SaaS)" offering. "Documentation" means, collectively, the official, published APIIDA Software operation instructions, release notes and user manuals for the APIIDA Software, in electronic or written form, that APIIDA has provided or otherwise made available to End User. "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws and acts of any jurisdiction in the world: (a) rights associated with utility models and designs, works of authorship, including copyrights, moral rights, and mask work rights; (b) registered and unregistered trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent, industrial property rights, and certain technical and non-technical know-how; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, continuations, combinations, divisions, and reissues of, and applications for, any of the rights referred to in parts (a) through (e) of this sentence.

2. **Obtaining and Using APIIDA Software**
    End User obtains APIIDA Software, whether as a preinstalled release or as executable installation files, in different ways, for example via a software download or preinstalled on a "Device" (e.g. endpoints, container or virtual machines). All non-licensed releases (i.e.

without any unlocked features) and executable installation files have greatly reduced usability. The fully intended use of the APIIDA Software requires a "License File" which includes a technically generated and unique letter/number- combination, to obtain a productive functionality of the APIIDA Software by unlocking the features of the APIIDA Software. With the purchase of the APIIDA Software and Maintenance and Support (as defined in Section 14), the End User receives one or more License Files.

End User obtains access to an APIIDA SaaS offering by registering and signing-in to the respective APIIDA SaaS platform using a browser. Access to an APIIDA SaaS offering requires the purchase of a subscription to the service offering.

The purchase is executed directly from APIIDA or through a Reseller under a purchase order or another order document ("Order Form") between End User and APIIDA, or between End User and the Reseller (where a corresponding order from an APIIDA authorized Reseller (or a Distributor, who is distributing to the Reseller) has been accepted by APIIDA).

End User agrees to pay the amounts set forth in the relevant Order Form or other order document between End User and APIIDA or between End User and the Reseller.

Fees for License Files for licenses for APIIDA Software, for Maintenance and Support, or for subscription to APIIDA SaaS services shall be invoiced as agreed between End User and APIIDA or between the End User and the Reseller. Notwithstanding the foregoing, End User understands and agrees that fees for License Keys for licenses to APIIDA Software, fees for Maintenance and Support, and fees for subscription to APIIDA SaaS applications shall be paid according to the payment terms defined in the purchase order or Order Form. End User acknowledges that the Reseller and APIIDA are independent of each other, and that the Reseller does not have any authority to bind APIIDA in any way, make any modifications to this EULA or to make any warranties or representations on APIIDA's behalf and that APIIDA has no liability whatsoever for any acts or omissions of any Reseller.

3.   **License Grant**

Subject to and conditioned upon End User's compliance with the restrictions and other terms and conditions of this EULA and full payment of the applicable License fees, APIIDA hereby grants to End User a limited, non-exclusive, non-transferable and non-sublicensable right to use the APIIDA Software or SaaS applications for which End User has purchased a License Key or a subscription to an APIIDA SaaS application for End User's internal business purposes and solely in accordance with the Documentation. Use of the APIIDA Software shall be strictly limited to the number and type of licenses for either a specified period of time or perpetually (as further described in Section 5.1) as set forth on the applicable Order Form pursuant to which Licenses are purchased from APIIDA.

4.   **Third Party Service Provider**

End User may permit its Operators (as defined below) to access and use the APIIDA Software solely for End User's and its Affiliates' benefit and only in accordance with this EULA and the applicable Documentation. "Affiliate" means any person or legal entity that controls, is controlled by or is under common control with End User or APIIDA (as applicable); where control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of an entity through the ownership of

voting securities (more than fifty percent (50%) of an entity's voting or equity securities, contract, voting trust or otherwise).End User shall be responsible and liable for all acts and omissions committed by it and its Affiliates, and their respective Operators, as if they were the acts and omissions of End User. End User may not allow any other party to access or use the APIIDA Software (except as expressly set forth in Section 6 below). APIIDA shall be allowed to take technical measures to protect the APIIDA Software and/or with a view to agreed restrictions regarding the license and use of the APIIDA Software by End User. End User is not allowed to remove or evade such technical measures. "Third Party Service Provider" means an individual employed by or who provides services as an independent contractor to End User or its Affiliates (excluding Outsourcers addressed in Section 6) and who is supported with or uses the APIIDA Software for the sole benefit of End User or its Affiliates.

5.   License Models

5.1.   Depending on the purchased version of the APIIDA Software and Maintenance and Support, the license granted according to Section 3 shall be either (a) without restriction in terms of time and territory and limited to installation and use of such APIIDA Software on the number of Devices or instances corresponding to the number of licenses purchased by End User ("Perpetual License") or (b) time-limited to the individually purchased duration specified on the Order Form and limited to installation and use of such APIIDA Software on the number of Devices or instances corresponding to the number of licenses purchased by End User ("Subscription License"). Details on APIIDA Software, Maintenance and Support offerings and their corresponding license structure is available at https://apiida.com/agreements. To the extent that multiple instances of APIIDA Software are installed and executed on a Device, each instance shall require a separate valid license. End User may create copies of APIIDA Software solely to the extent that it is necessary to enable the assurance of future use on the number of Devices or instances, corresponding to the number of licenses purchased with the, and to use APIIDA Software as intended.

5.2.   If the APIIDA Software is provided to End User by way of a download, the purchased license includes the right to copy or download the APIIDA Software to a Device that meets the minimum technical requirements to operate the applicable APIIDA Software.

5.3.   If the APIIDA Software is provided via "Software as a Service", the End User receives the right to access the software via an internet connection in accordance with the contractual provisions APIIDA sets up the APIIDA Software on one of its servers, operates the software from a technical perspective, and connects the software to the Internet in a manner allowing the End User to access the software via an encrypted connection. APIIDA will also make the necessary memory capacity for the Customer's data available. APIIDA will back up the End User's data on a daily basis. Data backups will be stored for a period of 30 days.

5.4.   The simultaneous use of the purchased APIIDA Software license on more than one Device is not permitted.

5.5.   End User is entitled to transfer its License (which is bound to a certain Device) to another Device, if and as far as it ceases to use the unlocked APIIDA Software on the originally bound Device (e.g., via uninstalling the APIIDA Software).

6. **Outsourcer**

End User´s right of use under this EULA includes the limited right to permit outsourced services providers to access and use the APIIDA Software (other than Test Software) within the framework of cloud or data center services contracted by, and solely for the benefit of, the End User ("Outsourcer"), provided that End User shall ensure Outsourcer´s compliance with the terms and conditions of this EULA and shall be responsible and liable for all acts and omissions committed by its Outsourcer as if they were the acts and omissions of End User, and any breach by any such Outsourcer of the terms or conditions herein is a breach by End User.

7. **Third Party Software**

End User acknowledges and agrees that the APIIDA Software may be provided with certain open source software, as well as any other software products of third parties that are provided together with or in relation to APIIDA Software (collectively, "Third Party Software"), as referenced in the APIIDA Software itself, the Documentation, or on APIIDA's website, for use in combination with the APIIDA Software. This EULA shall not apply to Third Party Software, and the terms of the license documentation regarding Third Party Software shall govern End User's access to and use of the applicable Third Party Software. Such Third Party Software is distributed to End User solely under the terms set forth in the relevant Third Party Software license agreements (which are referenced in the APIIDA Software itself, the Documentation, or on APIIDA's website at https://apiida.com/agreements, and End User acknowledges and agrees that this EULA in no way supplements or detracts from any term or condition therein. ALL THIRD PARTY SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. If and to the extent required by the applicable Third Party Software license, APIIDA will make available the required source code for the Third Party Software in response to End User's request.

8. **Termination**

End User may terminate this EULA without refund at any time by ceasing to access and use and removing the APIIDA Software from End User's environment, destroying all copies of the APIIDA Software and Documentation, and providing written notice to APIIDA. APIIDA may terminate this EULA, effective upon written notice to End User, in the event that End User materially breaches this EULA and (if such breach is capable of cure) the End User fails to cure such breach within 30 days from APIIDA's written notice thereof. Upon any expiration or termination of this EULA, the licenses granted herein will automatically terminate and End User must immediately remove and destroy all copies of the APIIDA Software and Documentation, including all back-up copies. Any obligations to pay license, Support, and all other fees incurred prior to termination shall survive termination.

9. **Audit**

During the term of this EULA and for the longer of two (2) years after termination of the EULA or the Support term for the applicable APIIDA Software, End User shall maintain accurate and complete records regarding End User's use of the APIIDA Software and End User shall (a) permit APIIDA (or persons authorized by APIIDA) to inspect such records and

End User's computer equipment in order to verify that End User's use of the APIIDA Software is in compliance with this EULA and that End User has paid the applicable license fees and Support fees for the APIIDA Software; (b) if so requested by APIIDA, certify through a director or officer of End User, that End User's use of the APIIDA Software is, and has been at all times during the applicable license term been, in accordance with this EULA; and (c) permit APIIDA (or persons authorized by APIIDA) to inspect records regarding End User's use of the APIIDA Software, whether through the provision of Support by APIIDA using such tools and/or APIIDA Software available to APIIDA from time to time, or otherwise. APIIDA may conduct an audit once per calendar year (or more frequently if APIIDA has knowledge or reasonable belief of End User's non-compliance with any material term of this EULA).Such audits shall take place during normal business hours taking into account, as far as possible, the interests of the End User's business operations and on reasonable prior notice and by a person bound to secrecy. Without prejudice to any other rights and remedies, where such audit reveals any underpayment, End User shall immediately pay such underpayment to APIIDA and where any underpayment is more than five percent (5%) of the amounts payable by End User for the audited period, End User shall promptly reimburse APIIDA for the reasonable costs of the audit.

10.   Intellectual Property Indemnification

10.1.   APIIDA shall (at its expense) defend or settle any unaffiliated third party claim, suit or proceeding brought against End User alleging that the APIIDA Software infringes upon any patent or copyright of such third party ("Infringement Claim"), and APIIDA shall indemnify End User from any damages finally awarded to such third party by a court of competent jurisdiction as a result of the Infringement Claim or any settlement of the Claim between APIIDA and the third party. APIIDA's obligations above are conditioned on End User (a) promptly notifying APIIDA in writing of the Infringement Claim or threat thereof such that APIIDA is not prejudiced by any delay in such notification, (b) doing nothing which may prejudice APIIDA's defense of such Infringement Claim, and (c) giving APIIDA the sole right to control the investigation, defense and settlement of the Infringement Claim and, if so requested by APIIDA, End User providing reasonable assistance at APIIDA's expense. If any Infringement Claim is made or in APIIDA's opinion appears possible, APIIDA shall, at its sole expense and option either: (a) procure the right for End User to continue to use the alleged infringing APIIDA Software; (b) replace or modify the APIIDA Software to make it non-infringing; or (c), if neither (a) nor (b) are reasonably achievable, terminate the contractual relationship with End User, and provide End User with a refund of the license fees actually paid to APIIDA for End User's affected APIIDA Software subject to a straight line depreciation over a three (3) year period from purchase. Unless otherwise regulated in Section 13 APIIDA assumes no liability for any Infringement Claim or allegations of infringement based on: (a) the combination, operation, or use of the APIIDA Software with products, services, hardware, data or other materials not furnished by APIIDA, if such Infringement Claim would have been avoided by the use of the APIIDA Software alone; (b) alterations or modifications to the APIIDA Software by End User or its agents or at End User's direction; (c) the failure to install any Updates made available by APIIDA; (d) End User's use of any APIIDA Software after APIIDA had provided End User with a subsequent non- infringing release of the APIIDA Software or its replacement; (e) use of the APIIDA Software otherwise than in accordance

with the Documentation and any Applicable Laws; or (f) if End User settles or makes any admissions with respect to an Infringement Claim without APIIDA's prior written consent.

End User shall (at its expense) indemnify, defend and hold harmless, or at its option settle, any third party claim, suit or proceeding brought against APIIDA, its Affiliates and their respective employees, officers, and directors ("APIIDA Indemnitee(s)") alleging that End User's use of the APIIDA Software in violation of this EULA infringes upon any Intellectual Property Right of any third party or violates Applicable Laws, and End User shall pay all third party costs and damages awarded against the APIIDA Indemnitees in judgment of such claim or agreed to in settlement of such claim between End User and such third party; provided that the APIIDA Indemnitee(s): (a) provide End User with prompt notification of the claim, such that End User is not prejudiced by any delay in such notification; and (b) provide reasonable assistance in connection with the defense or settlement, at End User's expense. Notwithstanding the foregoing, End User may not settle any claim without the relevant APIIDA Indemnitee's consent to the extent such settlement requires the APIIDA Indemnitee to admit liability, fault, or a wrongful act or conduct and/or otherwise requires the payment of un-indemnified money damages by the APIIDA Indemnitee.

11. **Confidentiality**

Each party shall keep confidential, and not disclose to any third party (except each party's respective Affiliates, employees and consultants who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained herein) any Confidential Information which may be provided in connection with this EULA during the period APIIDA Software is contractually licensed and for two years thereafter. "Confidential Information" means any non-public information disclosed by one party to the other party, either directly or indirectly, whether communicated in writing, orally or electronically (including, without limitation, pricing, trade secrets, product plans, products, services, customers, software including the APIIDA Software (both object and source code), Documentation, designs, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure. Confidential Information will include any and all non-public information relating to any APIIDA Software and any associated training, Documentation, and other related materials, regardless of whether or not such materials are marked as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information that is disclosed to a party by one or more third parties. Notwithstanding the foregoing, Confidential Information will not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing party; (b) becomes publicly known after disclosure by the disclosing party to the receiving party through no fault of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party (as shown by the receiving party's files and records); (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the

receiving party without use of or reference to the disclosing party's Confidential Information (as shown by documents and other competent evidence in the receiving party's possession). In the event Confidential Information is required by law or lawful order to be disclosed by the receiving party, the receiving party will first promptly give the disclosing party written notice of such requirement prior to any disclosure so that the disclosing party may have sufficient time to seek a protective order or other appropriate relief and disclose only that portion of Confidential Information that the receiving party is legally required to disclose.

12.   Warranty

12.1.   The owed quality of the APIIDA Software results solely from the specification and Documentation of the respective APIIDA Software. End User confirms to have checked the features of the APIIDA Software in detail before entering into the contract.

12.2.   Rights in case of defects shall be excluded in the case of minor or immaterial deviations from the agreed or assumed characteristics nor in the case of just slight impairment of use. Product descriptions shall not be deemed guaranteed if these descriptions have not become part of the contract. In respect of updates, upgrades and the delivery of new versions, End User's rights in case of defects shall be limited to the new features of the update, upgrade or new version compared to the previous version release.

12.3.   If End User demands replacement performance because of a defect, APIIDA has the right to choose between the improvement, replacement delivery or replacement of services. If the defect is not cured within a first-time limit and End User has set APIIDA a reasonable second time limit without success or if a reasonable number of attempts to remedy, replacement deliveries or replacement services are unsuccessful, then End User may, subject to the statutory prerequisites, at its option withdraw from this Agreement or reduce the price and claim damages or reimbursement of costs. The remedying of the defect may also take place through the delivery or installation of a new program version or a work-around. If the defect does not or not substantially impair the functionality, then APIIDA is entitled to the exclusion of further rights in case of defects, to remedy the defect by delivering a new version or an update as part of its version, update and upgrade planning.

12.4.   Defects must be notified in writing with a comprehensible description of the error symptoms, as far as possible evidenced by written recordings, hard copies or other documents demonstrating the defects. The notification of the defect should enable the reproduction of the error. This shall not affect the statutory obligation of End User to inspect and notify defects.

12.5.   End User shall inspect the APIIDA Software without delay for any apparent defects preserve the appropriate evidence and assign any claims for recourse to APIIDA while handing over the documents.

12.6.   End User's rights in case of defects are limited to 12 months and the period shall begin on the date of delivery of the first copies of the APIIDA Software including Documentation. In respect of the delivery of updates, upgrades and new versions, the period for such deliverables shall in each case begin on the date of delivery.

12.7.   APIIDA may refuse to remedy defects or deliver replacements, until End User has paid the agreed fees to APIIDA, less an amount which corresponds to the economic value of the defect.

12.8.   Any claims for damages are subject to the limitations set forth under Section 13.

13.   Liability

13.1.   APIIDA shall be liable under this EULA only in accordance with the provisions set out under this Section 13.1 i. - v.

i   APIIDA shall be unrestricted liable for losses caused intentionally or with gross negligence by APIIDA, its legal representatives or senior executives and for losses caused intentionally by other assistants in performance; in respect of gross negligence of other assistants in performance APIIDA's liability shall be as set forth in the provisions for simple negligence in v. below.

ii   APIIDA shall be unrestricted liable for death, personal injury or damage to health caused by the intent or negligence of APIIDA, its legal representatives or assistants in performance.

iii   APIIDA shall be liable for losses arising from the lack of any warranted characteristics up to the amount which is covered by the purpose of the warranty and which was foreseeable for APIIDA at the time the warranty was given.

iv   APIIDA shall be liable in accordance with the German Product Liability Act in the event of product liability.

v   APIIDA shall be liable for losses caused by the breach of its primary obligations by APIIDA, its legal representatives or assistants in performance. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which End User may rely. If APIIDA breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by APIIDA at the time the respective service was performed.

13.2.   APIIDA shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.

13.3.   If not stated otherwise in this Section 13, the total liability of APIIDA shall be limited to in aggregate a sum equivalent to one hundred per cent (100%) of the fees paid and payable under the respective licensing agreement between End User and APIIDA or between APIIDA and the Reseller, irrespective of the legal basis the underlying claim resulting in APIIDA's liability derive from, such as e.g. pre-contractual liability, breach of contract or tort. For the avoidance of doubt, the caps on liability are total aggregate caps and not per incident or annual caps.

13.4.   Any more extensive liability of APIIDA is excluded on the merits. If not excluded or limited by any stipulation included in this Section 13 or other sections of this EULA, either Party is liable according to the rules and regulations applying under applicable statutory law.

13.5.   The limitations described in Section 13.3 above will not apply to: (i) APIIDA's action undertaken with willful misconduct or gross negligence; (ii) APIIDA's negligence causing death or bodily injury or damage to health; (iii) any liability requirement for damages under the German Product Liability Act ("Produkthaftungsgesetz") or other applicable mandatory law and (iv) Customer's non-performance of its payment obligations for Services provided or for termination or related charges pursuant to this Agreement; or (v) losses caused by the breach of its primary obligations by APIIDA, its legal representatives or assistants in performance..

13.6. In no event, but subject to restrictions set out in Section 13 above, will the measure of damages payable APIIDA include, nor will APIIDA be liable for loss of profits ("entgangener Gewinn") or punitive damages.

13.7. In case of loss or corruption of data, APIIDA shall only be liable for costs related to normal data recovery activities which are necessary due to back-ups to be regularly performed by Customer.

13.8. The terms "ensure", "ensuring" or "guarantee" as used within this Agreement and in any other contractual documents shall describe a regular performance obligation only and shall not imply a liability independent from negligence or intent, in particular it shall not be interpreted as a guarantee ("Garantieversprechen").

14. Maintenance and Support Services

14.1. End User will receive maintenance services for the APIIDA Software that entitles End User to official APIIDA Software product updates, upgrades, enhancements or other modifications ("Maintenance"). Under Maintenance, the End User obtains access to software functionality releases that APIIDA may, in its sole discretion, release to End User from time to time. New versions of the APIIDA Software (known as "Release Versions") are made generally available to End Users with active Maintenance services (or applicable Subscription services that includes Maintenance) at the same level for all its active licenses of APIIDA Software. APIIDA may also in its sole discretion provide End User with Stable Releases and/or Private Builds for APIIDA Software that has not yet reached End of Maintenance status. "Private Builds" are updates to the APIIDA Software primarily aimed at fixing errors and "Stable Releases" may, in addition to that, contain new features or functions. APIIDA shall not be obligated to release new versions, patches, hotfixes or other adaptions or modifications of any Third Party Software. The installation of new versions, Stable Releases, Private Builds and Third Party Software shall solely be the End User's responsibility, unless license type is SaaS (Section 5.3). Official updates provided by APIIDA under Maintenance, excluding any technology preview or release candidate updates, shall be considered APIIDA Software under the terms of this EULA.

14.2. End User will also receive support services for the APIIDA Software ("Support"). All Support (including Support levels) provided for the APIIDA Software is further described in and subject to APIIDA's then-current Terms for Maintenance and Support Services covered in https://info.apiida.com/hubfs/2_Datasheets/How%20to%20work%20with%20APIIDA%20Support.pdf.

15. **Data Backup**
The End User is responsible for performing data backups at regular intervals and for backing up this data on a separate data carrier, unless license type is SaaS (Section 5.3). This is particularly recommended before installing an Update. In addition, the End User is responsible for protecting itself from the loss of data by using appropriate measures.

16. **Compliance with Applicable Law**
End User agrees to abide by and act in accordance with all laws, regulations and rules ("Applicable Laws") applicable to End User's access to and use of the APIIDA Software and to End User's conduct in connection with this EULA, in particular relating to applicable privacy

and data protection laws and anti-corruption laws in force at any time during the term of this EULA.

17.   Restrictions on Use

Except as permitted by law or as expressly authorized by APIIDA in writing and provided that there are no mandatory legal regulations to the contrary, End User will not (and will not permit any Affiliate, Operator, or third-party including Outsourcers to):

a)   Remove, obscure, or modify any copyright or patent notices, trademarks, trade names, service marks, logos, restricted rights legends, or proprietary or confidential notices from any part of the APIIDA Software or Documentation;

b)   attempt to ascertain the source code of the APIIDA Software or any of its components by any means, decompile, deconstruct, copy or to duplicate, reverse engineer, disassemble or decode the APIIDA Software or any copy, adaptation, component, transcription or merged portion of them, or attempt to do any of the foregoing;

c)   use, offer, transfer, or distribute the APIIDA Software in competition with APIIDA including on a time-sharing or service bureau basis;

d)   modify, adapt, translate or create derivative works based on the APIIDA Software, or in any way cause the APIIDA Software to be subject to any open source obligations;

e)   transfer the APIIDA Software;

f)   create, disclose, distribute, sublicense, license or otherwise transfer any implementation of APIIDA's application programming interfaces (APIs) except to support End User's authorized use of the APIIDA Software within End User's internal organization;

g)   use any software, device or other means designed to circumvent or remove any form of Subscription Key or copy protection used by APIIDA in connection with the APIIDA Software, or use the APIIDA Software together with any, Subscription Key or other copy protection device not supplied by APIIDA or through a Reseller; or

h)   subject to the limited sublicense right permitted under Section 6 in respect of Outsourcers, assign, sell, resell, rent, lease, distribute, sub-license or otherwise transfer or convey the APIIDA Software, any of its components or adaptations, or any Documentation relating to the foregoing.

18.   General Provision

18.1.   Assignment. Except as expressly permitted herein, End User may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the EULA. Any attempted assignment in violation of the foregoing shall be void and of no effect.

18.2.   Export Restriction. End User will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any APIIDA Software in breach of any applicable export and import control laws and regulations, including, but not limited to, regulations the European Union, of the United States Bureau of Industry and Security, the United Kingdom Department for Business, Innovation & Skills, Canada and other applicable countries and agencies.

18.3.   Severance. If any provision of this EULA is held to be unenforceable, void or invalid under Applicable Law, or if it contains a gap, the validity of these terms is not affected thereby and the remaining provisions will remain in full force. The provision concerned shall be deemed to be replaced with a valid provision which comes closest to what the APIIDA had intended with respect to the purpose under the invalid or void provision.

18.4.   Entire EULA. Subject to Section 8, this EULA, together with all other documents that are incorporated by reference herein, represent the complete and exclusive statement between APIIDA and End User with respect to the APIIDA Software and supersedes all prior or contemporaneous oral or written communications and arrangements concerning the subject matter contained herein.

18.5.   Force Majeure. Neither party will incur any liability to the other party for any loss or damage resulting from any delay or failure to perform any part of the EULA (except for a failure to pay fees) if such failure or delay is caused by circumstances beyond the parties' reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake and acts of God; however, inability to meet financial obligations is expressly excluded. APIIDA shall not be liable for any failure or delay in performing its obligations on account of End User's failure to perform its obligations under this EULA. Each contracting party shall do everything in its power that is necessary and reasonable to reduce the extent of the consequences caused by force majeure. The contracting party affected by the force majeure will promptly notify the other of an end to the force majeure. If the force majeure lasts longer than six months, each contracting party shall be entitled to terminate the contract in writing.

18.6.   Variation. Any variation to the EULA shall only be binding when agreed in writing and signed by both parties.

18.7.   Governing Law. This EULA and all claims and actions of End User relating to APIIDA Software are governed by the laws of Germany. The courts of Darmstadt, Germany, shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this EULA. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this EULA.