

# END USER LICENSE AGREEMENT FOR THE VISUAL COMPONENTS PRODUCT FAMILY

(v. 20210510)

This is a legal agreement between Licensee or You (“**Licensee**” or “**You**”) and Visual Components (“**VISUAL**”). Licensee and VISUAL are also referred to individually as “**Party**” and collectively as “**Parties**”. VISUAL is willing to license this Software to Licensee only upon the condition that Licensee shall accept all of the terms and conditions contained in this end user license agreement (“**Agreement**”). Please read the terms and conditions carefully as continuing with the setup procedure, installing or otherwise using the Software will indicate Licensee’s acceptance of all of the terms and conditions of this Agreement including the warranty disclaimers and limitations of liability provisions below (“**Acceptance**”). If Licensee does not agree to the terms and conditions, Licensee may not setup, install or otherwise use the Software and shall destroy or return the Software, all copies and accompanying documentation thereof.

**EVALUATION LICENSE.** If You are licensing the Software for evaluation purposes, Your use of the Software is only permitted in a non-production and non-commercial environment and for the period limited by the license key. The Evaluation License is granted for the sole purpose of testing the Software and determining its fitness and suitability for your specific purposes before purchasing a commercial license. Notwithstanding any other provision in this EULA, an Evaluation License of the Software is provided “AS-IS” without indemnification, support or warranty of any kind, expressed or implied.

## 1. Definitions

“**Intellectual Property Right**” shall mean patents, petty patents, utility models, designs (whether or not capable of registration), design patents, inventions, database rights, protection of works of authorship or expression, including copyrights and future copyright, domain names, trademarks, trade names and any other industrial and intellectual property rights, whether registered or not and applications, divisions, continuations, renewals, re-exams and reissues for any of the aforementioned respectively as well as any trade secrets, and the rights to prosecute, enforce and obtain remedies.

“**Licensee or You**” shall be taken as referring to the natural person or legal entity who has acquired this license to use the Software.

“**Affiliated Companies**” are companies in which Licensee directly or indirectly holds a majority interest, or which is directly or indirectly controlled by the Licensee.

“**Third Party Component**” means software components including but not limited to Open Source Software, embedded in or accompanying the Software and provided under separate license terms.

“**Software**” is a Visual Components product or any part of it within the Visual Components product family as listed on Your order from VISUAL, including end-user documentation, other accompanying documentation, add-ons, extensions, libraries, fixes, plug-ins and other related materials and to any and all copies, updates, modifications, functionally-equivalent derivatives, documentation or any parts or portions thereof.

## 2. Grant of License

The Software is owned by VISUAL. It is licensed, not sold. Upon Acceptance and subject to Licensee’s compliance with the terms and conditions of this Agreement VISUAL grants Licensee a non-transferable, non-exclusive, non-sub-licensable limited license in object code form to install and use the Software on one or more supported devices owned or controlled by Licensee in accordance with the obligations and limited rights and restrictions set forth in this agreement and respecting all the laws in force in the jurisdiction in which the Software is used, in accordance with the order:

**Standalone License:** To install this Software on a standalone computer system. Each additional installation of the Software requires an additional Software license. You may transfer the Software license to a different standalone computer system only if You remove the previous installation completely. The number of transfers is limited to 3 times / 30 days. Standalone License does not give any right to, and the Licensee may not make the Software available for simultaneous use by multiple users over a

network, install the Software on a server and allow users to access it remotely, or install the Software in virtual machine.

**Local Network License:** To install this Software on multiple computer systems. An arbitrary number of users may install the Software, but the maximum number of concurrently running instances is limited according to Your order. Each additional concurrent user of the Software requires an additional Software license. The network on which the NLS version is installed may only serve licenses to client machines which are (i) owned and operated by Licensee, and (ii) assigned to and used exclusively by employees of Licensee in the country of Licensee’s principal place of business.

**Global Network License:** To install this Software on multiple computer systems. An arbitrary number of users may install the Software, but the maximum number of concurrently running instances is limited according to Your order. Each additional concurrent user of the Software requires an additional Software license. The network on which the NLS version is installed may only serve licenses to client machines which are (i) owned and operated by Licensee or its Affiliated Companies, and (ii) assigned to and used exclusively by employees of Licensee or its Affiliated Companies.

**Network License Server (“NLS”):** VISUAL provides You with a network license server that manages the use of network licenses. The NLS version of the Software must be installed on a network server which is not public or publicly exposed, with an embedded software security mechanism that will permit only the number of licenses you have acquired to be in use at one time.

**Backup Copy:** You may make copies of the Software and the Software license as reasonably necessary for the use authorized above, solely for backup and/or archival purposes. No other copies may be made. Each copy must reproduce all copyright and other proprietary rights notices on or in the Software.

## 3. Copyright

The Software is protected by copyright laws, international treaty provisions and other applicable national laws. The Software may not be reproduced in any form save for the sole purpose of making a backup copy or for archival purposes. Licensee may neither reproduce the accompanying documentation.

## 4. Restrictions

EDUCATIONAL LICENSE may be used for educational purposes only. RESEARCH LICENSE may be used for research purposes only. PROJECT LICENSE may be used for project purposes only as agreed with VISUAL in a separate agreement.

TIME LIMITED LICENSE is granted for the duration of the applicable time limited license period (including any subsequent renewal period) and it shall remain in force until expired or terminated.

SUBSCRIPTION LICENSE is granted for the duration of the applicable subscription license period (including any subsequent renewal period). Renewal of the Subscription license period shall be automatic until terminated by either Party upon sixty (60) days’ written notice prior to the expiration of the then ongoing subscription license period.

Software is not designed or intended for use in critical safety systems including but not limited to nuclear facilities, aircraft communication and aircraft control systems or other situations in which case of failure of the Software could lead to death or personal injury.

Licensee shall not use the Software for purposes the Software is not intended or licensed to. Any use for unauthorized purposes may result in additional charges and/or termination of the license.

Licensee shall not: (i) use, copy, modify, or transfer the Software or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this Agreement; (ii) modify, alter, adapt, translate, reverse-engineer(except included Open source libraries), decompile, disassemble or attempt to discover the source code, underlying ideas, algorithms, file formats or programming interfaces of the Licensed Software, Documentation, or any portion thereof or attempt to do so; (iii) remove or cause to be removed any copyright, trademark, patent or any other proprietary legend or notices from any copy of the Licensed Software or Documentation, or any portion thereof; (iv) Licensee shall not rent, lease, sub-license, or transfer the Software; or (v) use the

Software to offer timesharing or other computer based services to third parties

## 5. Ownership; Proprietary Rights and Notices

VISUAL or its licensors, as applicable, shall retain all right, title and interest in and to the Software all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein. Licensee acknowledges and agrees that VISUAL, or its licensors, holds the Intellectual Property Rights to the Software and, except as expressly provided herein, Licensee is not granted any other right or license to patents, copyrights, trade secrets, or trademarks with respect to the Software. Licensee shall not use VISUAL's name, trademarks, or any VISUAL designation in association with Licensee's application software.

Third Party Components; Additional Terms; The Software may contain or be delivered with one or more components, which may include third-party software identified by VISUAL in the installer, documentation, about-box, readme.txt file, third-party click-accept or elsewhere (e.g. on [www.visualcomponents.com](http://www.visualcomponents.com)) (the "Third Party Component(s)") as being subject to different license agreement terms, disclaimers of warranties, maintenance, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You agree to the applicable Additional Terms for any such Identified Component(s).

## 6. Termination

The license is effective until terminated or, in case of TIME LIMITED LICENSE, upon expiration of the time limited license period. This Agreement will terminate automatically if Licensee fails to comply with its terms and conditions.

Except in cases of TIME LIMITED LICENSE and SUBSCRIPTION LICENSE, Licensee may at any time terminate this Agreement by destroying the Software and all copies and reproductions of the Software and deleting and permanently purging the Software from any server or computer on which it has been installed.

VISUAL may terminate this Agreement immediately and refund the license fee paid by the Licensee, in cases of TIME LIMITED LICENSE and SUBSCRIPTION LICENSE the license fee paid in advance for times after termination is effective, should any Software become, or in VISUAL's reasonable opinion be likely to become, the subject of a claim of infringement of a patent, trade secret or copyright.

Upon termination for any reason, the Licensee shall cease to use the Software, destroy all copies of the Software, all of its component parts, functionally-equivalent derivatives, and all portions and modifications thereof in any form and delete and permanently purge the Software from any server or computer on which it has been installed. The Licensee shall upon request provide VISUAL with a certificate on the fulfillment of Licensee's obligations hereunder.

## 7. Protection and Confidentiality

### 7.1 Protection

Licensee acknowledges and agrees that the Software constitutes and contains valuable Intellectual Property Rights of VISUAL and of its applicable licensors. Licensee will at all times recognize and act consistently with VISUAL's and its applicable licensors' Intellectual Property Rights in the Software, regardless of whether patents have been issued thereon, and will not in any way act, or fail to act in any manner, to intentionally or negligently harm such Intellectual Property Rights.

### 7.2 Confidentiality

For purposes of this Agreement, "Confidential Information" shall mean the Software and any other information, software or technical data provided by VISUAL. Licensee hereby agrees (i) to hold Confidential Information in strict confidence and not to disclose or otherwise make it available or disclose it to any third party except as is necessary for the proper performance of its regulatory obligations or in accordance with its rights under this Agreement; (ii) to impose confidentiality restrictions upon the Parties to whom any Confidential Information is disclosed; (iii) to take at least the same precautions to protect the Confidential Information as it takes for its own confidential and proprietary information of like importance, but in no event less than reasonable precautions; and (iv) to refrain from using the Confidential Information for any purpose other than the purposes for which that Confidential Information was disclosed.

## 8. Limited Warranty: Disclaimers

VISUAL warrants that the Software substantially conforms to the written description of the Software provided by VISUAL for a period of ninety (90) days from the date of delivery to Licensee ("Warranty Period").

Remedies: Licensee's sole and exclusive remedy and the entire liability of VISUAL and its suppliers under this limited warranty will be at VISUAL's option either repair, replace or terminate the applicable License and refund the License fee paid for the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to VISUAL within the warranty period.

Restrictions: This limited warranty does not apply if the Software, (i) has been altered, except by VISUAL or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by VISUAL, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (iv) is licensed for beta, evaluation, testing training, demonstration or similar purposes; or (v) in case of breach of the terms and conditions in this Agreement.

Disclaimer: EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, THIS SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY VISUAL, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD REFERRED TO IN THE "LIMITED WARRANTY" SECTION ABOVE. IN NO EVENT DOES VISUAL WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THIS SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

Licensee acknowledges and agrees that VISUAL has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

## 9. Indemnity

Licensee shall indemnify, defend and hold VISUAL, VISUAL's partners, affiliates, contractors, officers, directors, employees and agents harmless from and against any and all damages, losses and expenses arising directly or indirectly from Licensee's acts and omissions to act in using the Software pursuant to the terms of the Agreement.

## 10. Limitation of Liability

IN NO EVENT WILL VISUAL BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR SAVINGS, LOST BUSINESS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF USE OR MONEY, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, INJURY TO PERSON OR PROPERTY OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (WHETHER OR NOT ALSO CONSTITUTING ONE OF THE FOREGOING SPECIFIC TYPES OF LOSS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR OTHER FAULT OF EITHER PARTY), PRODUCT LIABILITY, OR OTHERWISE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON AN ACTION OR CLAIM IN CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. IN NO EVENT SHALL VISUAL'S LIABILITY EXCEED AMOUNTS PAID TO VISUAL BY LICENSEE UNDER THIS AGREEMENT. Any claims for damages hereunder must be made within six (6) months from the time at which the Licensee became aware of the event that gave rise to the claim. Such claims may, under no circumstances, be brought later than one (1) year from the event that gave rise to the claim in question.

## 11. Export Restrictions; United States Governmental Licensing

### 11.1 Export Control

This Agreement is subject to United States ("US") and European Union ("EU") regulations, orders or other restrictions regarding export from the US and EU of software, technical data or derivatives thereof.

Notwithstanding anything else in this Agreement to the contrary, Licensee shall not directly or indirectly export (or re-export) the Software or any derivatives thereof or permit transshipment of same, (i) outside the Territory, or (ii) into (or to a national or resident of) any country subject to EU and/or U.S. economic sanctions or other trade controls; or (iii) to anyone on the EU's and/or U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers or the U.S. Commerce Department's Table of Deny Orders, Denied Persons List, Unverified Parties List, Entities List, or the EU's and/or U.S. State Department's list of Debarred Parties, or (iv) to any country or destination for which the EU or US government or US governmental agency requires an export license or other approval for export without first having obtained such license or other approval.

Licensee recognizes and agrees that items (i)-(iv) may change from time to time, and Licensee will fully cooperate with VISUAL to effect compliance with any changes.

### 11.2 United States Governmental Licensing

VISUAL represents and warrants that the Software or portions thereof have been developed by VISUAL or licensed to VISUAL by third parties and are original and have been developed solely by employees or consultants of VISUAL, or by third parties, at private expense and not under a governmental contract. VISUAL agrees further that it will not employ public funds in the development of the Software or any modifications, enhancements or versions thereof which may result in a grant to any governmental entity of any ownership, license rights or security interest in or to the Software.

The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, and more specifically "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Software which VISUAL or its distributors distribute to or on behalf of the United States government, its agencies and/or instrumentalities (the "Government"), are, and shall be identified as, each a "commercial item", and more specifically "commercial computer software" and "commercial computer software documentation," and any use, duplication, or disclosure of the Software for, on behalf of or by the Government is subject to restrictions as set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable.

### 12. Other terms

Licensee may not sub-license, assign or otherwise transfer this license or Software except as expressly provided in this Agreement. Any attempt to otherwise sub-license, assign, or transfer any of the rights, duties or obligations hereunder is expressly prohibited and will terminate this Agreement.

VISUAL has no obligation to provide You with any service (including but not limited to, technical support, maintenance, upgrades, modifications, or new releases) under this Agreement, except the Limited Warranty. The purchase of services, if applicable, shall be governed by separate agreements.

By continuing the setup procedure, Licensee acknowledges that Licensee has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Licensee further agrees that this is the complete and exclusive statement of the Agreement between Licensee and VISUAL, which supersedes any proposal or prior agreement, whether oral or written, and any other communications between Licensee and VISUAL relating to the subject matter of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

This Agreement and all matters arising out of or in connection with this Agreement shall be interpreted, construed and governed exclusively in accordance with the laws of Finland. The United Nations Convention for the International Sale of Goods shall not apply. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof shall be finally settled at VISUAL's discretion (i) at Your domicile's competent courts; or (ii) by arbitration in

accordance with the Arbitration Rules of International Chamber of Commerce. The arbitration shall be conducted in Helsinki, Finland, in the English language. The award shall be final and binding on the Parties.