END USER LICENSE AGREEMENT

This End User License Agreement ("**EULA**") is entered into between CFturbo GmbH, Dresden, Germany ("**CFturbo**"), and the customer who accepted this agreement ("**Customer**").

The Customer has to accept this EULA by clicking a button in the electronic system specified by CFturbo before installing the software CFturbo ("**Software**"). Clicking the button or using the Software indicates that the Customer has read, understood, and accepted this EULA.

1 ORDER AND DELIVERY

1.1 CFturbo and the Customer have entered into an order for the Software which is binding on the parties and governed by the terms of this EULA ("**Order Processing**"). The order has to be agreed by manual or electronic signatures of both parties, or via an electronic system specified by CFturbo. The Order Processing sets forth the modules of the Software, the usage locations, multiple users and/or network licenses, fees, payment details and the license period.

1.2 CFturbo makes the Software available to the Customer in binary form, including related electronic documentation, through an electronic download from a website specified by CFturbo. The Software will be delivered subject to DAP / Incoterms 2020.

2 SOFTWARE LICENSE

2.1 CFturbo grants to the Customer a non-exclusive, non-transferable, limited license to install and use the Software in binary form, including the electronic documentation, for Customer's internal business purposes for the period specified in the Order Processing.

2.2 The Costumer may copy the Software only to the extent necessary for the authorized use of the Software and for backup purposes.

2.3 The Software is the trade secret of CFturbo. CFturbo retains all title to, and ownership of the Software, as well as all intellectual property rights that are not expressly granted herein.

2.4 Unless otherwise agreed in the Order Processing, or required to be permitted by statutory law, the Customer shall not cause nor permit the transfer, loan, lease, publication, or use of the Software to or for the benefit of any third party without the prior written consent of CFturbo.

2.5 The Customer shall not reverse engineer, decompile, or otherwise attempt to discover the source code of the Software. Furthermore, the Customer shall not modify, adapt, or merge the Software, and shall not use the Software for the purpose of developing or enhancing any product which is competitive with the Software.

3 MAINTENANCE SERVICES

3.1 CFturbo provides to the Customer, for the period specified in the Order Processing, maintenance services consisting of

(a) Software updates, and documentation updates: CFturbo makes available, via an electronic download from a website specified by CFturbo, new versions of the Software and/or related documentation, either as a point release to remedy minor errors, or as a major release comprising new or enhanced functionality to improve the software performance.

(b) Technical support: CFturbo ensures e-mail or telephone support available under the addresses and numbers specified on the CFturbo's official website www.cfturbo.com, during the business hours from 10.00 am to 6.00 pm CET Germany, excepting local holidays.

(c) Error corrections: In the event that the Software fails to conform to the related documentation ("**Error**"), CFturbo shall use commercially reasonable efforts to correct the Error through a workaround, a patch or via the next point release or major release of the Software, at its own discretion. The Customer shall promptly notify CFturbo of any suspected Error with a detailed

written description and documentation of the suspected Error. Furthermore, the Customer shall fully cooperate with CFturbo for any investigation of the reported Error.

3.2 Maintenance Services apply only to the operation of the Software when the Customer uses the Software in accordance with the related documentation and on appropriate hardware and operating systems. Particularly, CFturbo will not provide Maintenance Services relating to interoperability or for failures due to interoperation with another software system, or for failures due to interferences caused by the Customer, or if the Software has been modified by anyone else than CFturbo.

3.3 Maintenance Services do not grant, nor extend to, any upgrade or enhancement in functionality or performance of the Software. The Customer is responsible for the installation and implementation of new releases, for any data conversion and data transfer, as well as for the compatibility and configuration of its own equipment, hardware and software with the Software delivered by CFturbo.

4 DISCLAIMER

4.1 CFturbo does not make any warranties, neither direct nor implied, with respect to the performance of the Software, to the data and data quality, particularly to the completeness, accuracy and reliability of data resulting from the use of the Software, and with respect to the fitness for the Customer's business purposes.

4.2 Furthermore, CFturbo disclaims all other warranties including, without limitation, any implied warranty of merchantability, and of fitness for specific purposes. CFturbo does not warrant that the operation of the Software will be uninterrupted or free of harmful components, errors, or defects.

5 LIABILITY

5.1 Unless otherwise provided by statutory legal provisions, the entire liability of CFturbo for all claims and damages related in any way to this EULA or to the provisions set forth in the Order Processing, in the aggregate and regardless of the form of action, will be limited to the amount paid to CFturbo for the Software license that gave rise to the claim. This limitation does not apply to the indemnity obligation set forth in section 5.2.

5.2 CFturbo shall indemnify and defend, at its own expense, any action brought against the Customer to the extent that it is based on a claim that the Software infringes a copyright, a trade secret, or a patent, or a trademark issued or registered by the United States, or by a member of the European Patent Organization, and shall pay all damages finally awarded against the Customer by a court of competent jurisdiction or agreed in a settlement, provided that the Customer gives promptly CFturbo notice of the claim, furthermore all requested information and reasonable assistance related to the claim, and sole authority to defend or settle the claim.

5.3 In no event CFturbo will have any liability or obligation to indemnify the Customer to the extent that an infringement claim arises out of

(a) the failure to use a new version of the Software or a patch,

(b) the use of the Software in combination with other software or with inappropriate hardware or operating systems,

(c) the use of data generated by the Software, the use of designs or products, or the use of products resulting from such data, and

(d) any adjustment, modification or configuration of the Software not made by CFturbo.

5.4 Unless prevented by statutory legal provisions, neither CFturbo nor its representatives will be liable for any indirect, incidental, consequential, or punitive damages, loss of production, interruption of operations, or lost data or profits, even if such damages were foreseeable.

6 TERMINATION

6.1 The licenses granted for a limited period terminate upon expiration of the term.

6.2 CFturbo may immediately terminate this EULA, inclusive of the provisions set forth in the Order Processing, upon notice to the Customer for reasonable cause, including, without limitation,

(a) Customer's unauthorized installation or use of the Software,

(b) Customer filing or being filed in bankruptcy, or ceasing to do business, or

(c) any breach of obligations, set forth in this EULA or in the Order Processing, by the Customer, if the breach remains uncured after 30 days notice thereof.

6.3 Upon termination the license granted, and the services provided under this EULA automatically terminate. The Customer will immediately remove, destroy, and delete all copies of the Software inclusive of the related documentation.

7 GENERAL PROVISIONS

7.1 Neither party will be liable for delay or failure to perform due to any cause beyond its reasonable control, which could not have been prevented by good industry practice or by exercise of due care, provided that the delayed party promptly notifies the other party.

7.2 The failure to enforce any provision set forth in this EULA or in the Order Processing shall not be construed as a waiver of such provision.

7.3 This EULA as well as the provisions set forth in the Order Processing shall be governed by and construed in accordance with the laws of Germany. Any dispute arising out of or in connection with this EULA and/or with the provisions set forth in the Order Processing, shall be subject to the jurisdiction and venue of the Court of Dresden, Germany.

7.4 If any provision of this EULA is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of such provision and this EULA.