

Software License Agreement

Version 2 | Effective as of March 17, 2025

0. PREAMBLE

THIS IS A LEGAL AGREEMENT.

BY INSTALLING, COPYING, SAVING ON YOUR COMPUTER, OR OTHERWISE USING THE SOFTWARE (SOFTWARE, AS DEFINED BELOW), YOU (LICENSEE, AS DEFINED BELOW) ARE BECOMING A PARTY OF THIS AGREEMENT AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT DOWNLOAD, INSTALL, AND USE THE SOFTWARE.

IN CASE THE TERMS OF THIS AGREEMENT ARE IN CONFLICT WITH THE TERMS OF ANY AGREEMENT INDIVIDUALLY NEGOTIATED AND AGREED BETWEEN LICENSOR AND LICENSEE, THE TERMS OF THE LATTER SHALL PREVAIL.

1. PARTIES

- 1.1 "Licensor" means cip alpha GmbH & Co. KG, having its principal place of business at Wilhelmstraße 62, 89518 Heidenheim, Germany, registered in the commercial register of the Ulm Local Court, Entry A 724 551.
- 1.2 "Licensee" means the legal entity specified in the License File. Licensee includes any entity which controls, is controlled by, or is under common control with Licensee. For purposes of this definition, "control" means
 - 1.2.1 the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or
 - 1.2.2 ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. DEFINITIONS

- 2.1 "Software" means Licensor software product, for example, but not limited to, AM-PACK, DM-PACK, and UPPS! Extensions, in binary form, including its documentation, upgrades provided pursuant to Section 8 of this Agreement, and any third-party software programs that are owned and licensed pursuant to Section 5 of this Agreement by parties other than Licensor and that are either integrated with or made part of Licensor software product (collectively, "Third-Party Software").
- 2.2 "Authorized User" means any employee, independent contractor or other temporary worker authorized by Licensee to use Software while performing duties within the scope of their employment or assignment.

Software License Agreement

Version 2 | Effective as of March 17, 2025

- 2.3 "Client" means a computer device used by Authorized User for running Software.
- 2.4 "License File" means evidence of a license provided by Licensor to Licensee in electronic form. License File includes a unique key-code that enables a single Authorized User to use Software at a time. Only Licensor and/or its representatives are permitted to produce License Files for Software.
- 2.5 "License Factor" = (number of named licenses for Polarion ALM, REQ, QA and PRO) + 2 * (number of concurrent licenses for Polarion ALM, REQ, QA and PRO), minimum 50 and maximum 250.
- 2.6 "Polarion" means the Application Lifecycle Management Solution of Siemens Digital Industries Software.
- 2.7 "Software License Scope" means the scope determined by
 - 2.7.1 the corresponding Polarion license file, if the Polarion installation comprises only one Polarion instance,
 - 2.7.2 the Polarion license file on the coordinator, if the Polarion installation comprises several Polarion instances, where each Polarion instance holds one and the same Software license file according to the installation-wide Polarion license scope.

3. OWNERSHIP

- 3.1 Software is the property of Licensor or its suppliers. Software is licensed, not sold. Title and copyrights to Software, in whole and in part and all copies thereof, and all modifications, enhancements, derivatives and other alterations of Software regardless of who made any modifications, if any, are, and will remain, the sole and exclusive property of Licensor and its suppliers.
- 3.2 Software is protected by United States Copyright Law and International Treaty provisions. Further, the structure, organization, and code embodied in Software are the valuable and confidential trade secrets of Licensor and its suppliers and are protected by intellectual property laws and treaties. Licensee agrees to abide by the copyright law and all other applicable laws of the United States including, but not limited to, export control laws.

4. GRANT OF LICENSE

Subject to the terms, conditions, and limitations set forth in this Agreement, including any amendments thereto, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable license to use Software as follows:

Software License Agreement

Version 2 | Effective as of March 17, 2025

4.1 Licensee may:

4.1.1 install and use the licensed edition (if applicable) and version of Software specified in License File(S), provided that, according to and depending on specification in License File(s),

4.1.1.1 either the number of Polarion Work Items per Polarion instance within the Software License Scope never exceeds the maximum number of Work Items specified in the appropriate License File(s),

4.1.1.2 or the current License Factor per Polarion instance within the Software License Scope never exceeds the License Factor specified in the appropriate License File(s),

and that the same License File is not used at a time by different Software License Scopes comprising productively used Polarion instances; and

4.1.2 make one backup copy of the Software solely for archival or staging purposes.

4.2 Licensee may not:

4.2.1 sell, redistribute, encumber, give, lend, rent, lease, sublicense, or otherwise transfer Software, or any portions of Software, to anyone without the prior written consent of Licensor;

4.2.2 reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from Software.

5. THIRD PARTY SOFTWARE LICENSE

5.1 Licensee agrees to comply with the terms and conditions contained in Third-Party Software license agreements with respect to the applicable Third-Party Software.

5.2 Licensee agrees and acknowledges that Sections 9 and 10 of this Agreement shall also govern Licensee's use of the Third-Party Software. Licensor will bear no responsibility with respect to any Third-Party Software, and Licensee will look solely to the licensor(s) of the Third-Party Software for any remedy. Licensor claims no right in the Third-Party Software, and the same is owned exclusively by the licensor(s) of the Third-Party Software.

5.3 Licensor provides no warranty, express or implied, including but not limited to, the implied warranties of merchantability, fitness for particular purpose, title, and non-infringement, with respect to any Third-Party Software.

Software License Agreement

Version 2 | Effective as of March 17, 2025

6. RESTRICTED USE DURING EVALUATION PERIOD

- 6.1 Subject to the terms of this Agreement, Licensee is granted a right to use Software for evaluation purposes without charge for a period of one hundred (100) days from the date of receipt of Software, for example by download or e-mail, or, if otherwise mutually specified in writing, for a different or further time period.
- 6.2 Licensee's use of Software during the Evaluation Period shall be limited to the internal evaluation of Software for the sole purpose of determining whether Software meets Licensee's requirements and whether Licensee desires to continue using Software.
- 6.3 Upon expiration of Evaluation Period, Licensee must obtain License Certificate for perpetual use of Software or cease using Software. Software contains a feature that will automatically disable Software upon expiration of the Evaluation Period. Licensee may not disable, destroy, or remove this feature of Software, and any attempt to do so will be in violation of this Agreement and will terminate Licensee's rights to use Software.

7. LICENSE FEES AND PAYMENTS

Licensee agrees to the General Terms and Conditions published on Licensor's website at <https://www.cip-alpha.eu>. Licensee will pay to Licensor the license fee and other charges and expenses as set forth in an appropriate invoice or other purchase documentation. Licensor may charge Licensee interest for any payment that is more than thirty (30) days past due at the rate of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is higher.

8. UPGRADES

- 8.1 Licensor will provide generally available new versions of Software to Licensee pursuant to the optional upgrade terms published on Licensor's web site at [cip-alpha.eu](https://www.cip-alpha.eu). Upon obtaining License File for a new version of Software from Licensor, Licensee shall destroy License File provided by Licensor for a previous version of Software.
- 8.2 If Licensee has obtained an upgrade subscription for Software, Licensee will qualify for free upgrades during the subscription term.
- 8.3 If not agreed otherwise in writing between Licensor and Licensee, upon upgrading to new version of Software the relationship between parties shall be governed and

Software License Agreement

Version 2 | Effective as of March 17, 2025

amended (if applicable) by the terms and conditions of License agreement related to Software available at cip-alpha.eu on the day of upgrade receipt.

9. LIMITED WARRANTY

Software is provided to Licensee “as-is” and without warranties. Licensor makes no warranty as to its use or performance. To the maximum extent permitted by applicable law, Licensor and its affiliates, suppliers, and resellers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for particular purpose, title, and non-infringement, with regard to Software, and the provisions of or failure to provide support services.

10. DISCLAIMER OF DAMAGES

- 10.1 To the maximum extent permitted by applicable law, in no event will Licensor or its affiliates, licensors, suppliers, or resellers be liable to Licensee under any theory for any damages suffered by Licensee or any User of Software, or for any special, incidental, indirect, consequential, or similar damages (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of the use or inability to use Software, or the provision of or failure to provide support services, even if Licensee has been advised of the possibility of such damages, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.
- 10.2 In any case, Licensor’s entire liability under any provision of this Agreement will be limited to the amount actually paid by Licensee for Software under this Agreement.

11. EXPORT REGULATIONS

Licensee agrees and accepts that Software may be subject to import and export laws of any country, including those of the European Union and United States (specifically, the Export Administration Act of 1979 and the Export Administration Regulations (“EAR”)). Licensee acknowledges that it is not a citizen, national, or resident of, and is not under control of the governments of Cuba, Iran, North Korea, Sudan or Syria and is not otherwise a restricted end-user as defined by applicable export control laws. Further, Licensee acknowledges that it will not download or otherwise export or re-export Software or any related technical data directly or indirectly to the above-mentioned countries or to citizens, nationals, or residents of those countries, or to any other restricted end user or for any restricted end-use.

Software License Agreement

Version 2 | Effective as of March 17, 2025

12. TERM AND TERMINATION

- 12.1 Except as otherwise provided in License File, the license granted herein shall be perpetual.
- 12.2 If Licensee fails to comply with the terms and conditions of this Agreement, this Agreement and Licensee's right and license to use Software will terminate immediately. Licensee may terminate this Agreement at any time by notifying Licensor. Upon the termination of this Agreement, Licensee must cease using Software and delete Software from its Clients and archives.
- 12.3 Licensee agrees that upon termination of this Agreement for any reason, Licensor may take actions so that Software no longer operates.

13. MARKETING

Licensee agrees to be identified as a customer of Licensor and that Licensor may refer to Licensee by name, trade name and trademark, if applicable, and may briefly describe Licensee's business in Licensor's marketing materials, on Licensor's web site, in public or legal documents. Licensee hereby grants Licensor a license to use Licensee's name and any of Licensee's trade names and trademarks solely pursuant to this marketing section.

14. MISCELLANEOUS

- 14.1 Licensor reserves the right at any time to cease the support of Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of Software.
- 14.2 This Agreement, including the Third-Party Software license agreements, constitutes the entire agreement between the parties concerning Licensee's use of Software, and supersedes any and all prior or contemporaneous oral or written representations, communications, or advertising with respect to Software. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both Licensee and Licensor.
- 14.3 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach. The provisions of this Agreement which require or contemplate performance

Software License Agreement

Version 2 | Effective as of March 17, 2025

after the expiration or termination of this Agreement will be enforceable notwithstanding said expiration or termination.

- 14.4 This Agreement will be governed by the laws of Germany, without reference to conflict of laws principles. Licensee agrees that any litigation relating to this Agreement may only be brought in, and shall be subject to the jurisdiction of, the Local Court of Heidenheim on Brenz, Germany.
- 14.5 Headings are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.
- 14.6 Either Licensor or Licensee may assign this Agreement in the case of a merger or sale of substantially all of its respective assets to another entity. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and assigns.

11. GENERAL

For questions regarding this Software License Agreement and requests for exceptions or modifications to this Software License Agreement, please contact cip alpha GmbH & Co. KG, Wilhelmstraße 62, 89518 Heidenheim, Germany, email@cip-alpha.eu.