

NC-Vision SOFTWARE LICENSE AGREEMENT

All the provisions of these software license agreement terms and conditions ("Agreement") shall apply between you (as "Customer") and NC-Vision GmbH or one of its affiliated companies which operate under a variation of the name NC-Vision (collectively "NC-Vision").

Please read the following Agreement carefully. BY ACCESSING, DOWNLOADING OR USING THIS NC-VISION SOFTWARE ("SOFTWARE"), YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY ON WHOSE BEHALF YOU ACCEPT THESE TERMS ("CUSTOMER") ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS OF THIS NC-VISION SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT"). IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS, DOWNLOAD OR USE THE SOFTWARE.

1 SOFTWARE LICENSE

1.1 Software

The Software, including but not limited to the code, updates, sample programs, license keys, associated files and documentations (collectively, the "Software"), is owned by NC-Vision and is protected by international copyright and other laws.

The Software is licensed to you, not sold, and may be used by you only in accordance with the terms and conditions of this Agreement.

Any reproduction or redistribution of the Software not in accordance with this Agreement is expressly prohibited by law and may result in severe civil and criminal penalties. Violations will be prosecuted to the maximum extent possible.

1.2 License Grant and Restrictions

Subject to these terms and conditions, NC-Vision grants Customer a worldwide, time-limited, non-transferable and non-exclusive license to use the Software together with the documentation related hereto for the license fee paid by the Customer, without deduction or offset.

Customer shall not deliberately or negligently, nor shall it allow others to: (i) modify, translate, decompile, disassemble or otherwise reverse engineer the Software or attempt to discover its source code, algorithms, license restrictions, architecture or structure; (ii) distribute, disclose, sell, rent, lease, display, loan, publish, transfer, or otherwise disseminated the Software to any third party; or (iii) use the Software except as expressly authorized herein.

Customer has no right to sub-license or assign the license granted hereunder to any party whatsoever. Customer shall not copy the Software (except for backup or archival purposes only) without the express written prior permission of NC-Vision. If Customer outsources any of its work, it will not provide copies of the Software to outsource contractors without the express written permission of NC-Vision.

By purchasing a Software license Customer obtains the right to use it on a single server. NC-Vision reserves the right to apply technical constraint to prevent unlicensed replication of use on multiple servers or for an unlicensed period of time. Customer must purchase a license for each registered server. The server could be a physical hardware system or a virtual server. NC-Vision reserves the right to analyze license usage data for statistical purposes, to prevent unlicensed usage and for future Software improvements.

To safeguard the Software, Customer shall take at least the same steps it would take to protect its own valuable properties but, in any event, those steps which would reasonably be taken in the industry to protect valuable properties such as the Software. Customer shall further ensure that all persons authorized to have access to the Software do not take any action which would be prohibited by this Agreement if taken by Customer.

All rights not expressly granted to Customer in this Agreement are hereby reserved by NC-Vision.

1.3 Software Delivery

NC-Vision shall provide via internet delivery (electronic software distribution) to Customer one (1) executable copy of the Software including copies of the documentation, and alphanumeric code(s) referred to as license keys which are necessary to enable, or "turn on", the Software for use during the term of a license.

Delivery date of the Software from NC-Vision to Customer or confirmation of Software payment receipt is the Effective date of this Agreement and shall be made part of this Agreement and incorporated hereto.

1.4 Records and Audit

Customer agrees to maintain accurate records as necessary to verify Customer's compliance with this Agreement and the use restrictions on the Software contained herein. Upon provision by NC-Vision of at least ten (10) business days prior written notice, Customer shall provide to NC-Vision or its designated representative, access to such records solely in order to verify such compliance. If an audit reveals that Customer has exceeded the scope of its license (i) Customer shall pay the reasonable costs and expenses of such audit, and (ii) Customer shall pay for any such excess use (based on the license fees for the number of unauthorized users or licenses and the allocable software support and maintenance due for such) together with interest thereon at a rate of 1.5% per month, or the highest rate allowed by law, whichever is less. The unauthorized licenses will be thereafter included under software support and maintenance.

2 SOFTWARE

2.1 Ownership

NC-Vision represents that it either: (i) owns the Software and that it has the right to modify same and to grant Customer a license for its use, or (ii), in the case of proprietary software and/or databases belonging to others which are provided to Customer by NC-Vision in connection with the Software, the same are licensed or sublicensed to Customer pursuant to the

terms and conditions of the applicable license(s) provided with same, and NC-Vision has the right to utilize the same in the Software and to sub-license its usage to Customer.

2.2 Title to use Software

The Software and all copies thereof are proprietary to and are the property of NC-Vision or others who have licensed their proprietary information to NC-Vision for utilization and inclusion in the Software ("Licensors"), and title thereto remains with NC-Vision or its Licensors. Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information as defined in Section 6 of this Agreement.

This Agreement does not grant to Customer any ownership rights in the Software or in any derivative work based in whole or in part upon the Software. Customer agrees that any derivative work based in whole or in part upon the Software shall be considered a "derivative work" for purposes of applicable law, and all rights thereto shall belong to NC-Vision. Customer agrees that neither it nor any of its employees, agents, contractors, consultants, or affiliated entities will claim any patent, copyright, trademark, service mark, or "moral rights" with respect to the Software or any work based in whole or in part upon it, nor will it challenge or attempt to defeat NC-Vision's rights with respect to the same. Customer shall not remove or change any notices of patents, copyrights, trademarks or other proprietary rights of NC-Vision or any other person or entity on the Software, on its documentation or any written material concerning it, or on any media containing the Software. Customer shall cause any copy of the Software properly made pursuant to this Agreement to bear all such notices as appear on the originals of the Software.

2.3 Warranty

Software as delivered and when used in accordance with the documentation will perform in all material respects as specified in such documentation for a period of twelve (12) months from Customer's initial receipt of or access to the Software. In the event of breach of the warranty NC-Vision shall, as its sole liability and Customer's sole remedy, diligently remedy any deficiencies that cause the Software to not conform to the foregoing warranty promptly after its receipt of written notice from Customer. NC-Vision will not be liable to the extent that any breach of the foregoing warranties are caused by (i) third-party components including viruses not provided by NC-Vision or (ii) open source components included within the Software or (iii) modifications to the Software (iv) or unauthorized use or use of the Software other than in accordance with the documentation.

2.4 Eu General Data Protection Regulation

Starting May 25th, 2018, Customer - who process data about individuals in the context of selling goods or services to citizens in EU countries - needs to comply with the EU General Data Protection Regulation (GDPR). To work properly, the Software collects the following data about users: Session ID, Visitor ID, IP address, Screen resolution, Cookie ID, Browser info, OS info, CPU architecture, Device ID, Plugins availability.

2.5 No Infringement

The Software will not infringe upon the rights of any third party. In the event of a claim of or action with regard to infringement, NC-Vision will defend any action at its own expense. If Customer is barred from using the Software because of infringement, or if it appears likely that such will occur, NC-Vision shall, at its expense and at its sole discretion, (a) procure for Customer the right to continue using the Software, (b) modify the Software so that it does not infringe upon the

rights of third parties, or (c) refund to the Customer the Software license fee paid, at which time Customer shall cease use of the Software and return all copies of it to NC-Vision.

NC-Vision shall have no obligation to do any of the foregoing if the infringement or claim is the result of (i) use of the Software with equipment or other software not furnished by NC-Vision, and the infringement or claim results from such use; (ii) modification or alteration of the Software by Customer, and the infringement or claim results from such modification. Customer shall indemnify, save and hold harmless NC-Vision from any claim or infringement arising from work specified or designed by Customer. THE FOREGOING STATES NC-VISION'S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT BY THE SOFTWARE OR ANY PART THEREOF OR ITS' OPERATION.

2.6 Disclaimer

NC-VISION MAKES AND CUSTOMER RECEIVES NO WARRANTY WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, EXCEPT THAT NC-VISION AGREES TO PASS THROUGH ANY WARRANTIES EXTENDED FOR THIRD-PARTY SOFTWARE, IF ANY, INCORPORATED INTO THE SOFTWARE.

CUSTOMER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS MADE OR ADVICE GIVEN AS A RESULT OF THE USE OF THE SOFTWARE, AND FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS.

CUSTOMER UNDERSTANDS AND AGREES THAT THE SOFTWARE PROVIDED TO YOU UNDER THE TERMS OF THIS AGREEMENT ARE DELIVERED "AS IS" AND USE OF THE SOFTWARE IS AT YOUR OWN RISK. NO WARRANTIES OF ANY KIND OR NATURE ARE GIVEN, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. IN NO EVENT WILL NC-VISION BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR DIRECT DAMAGES OR ANY LIABILITY IN CONTRACT OR TORT INCURRED BY OR UNDER THIS AGREEMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH NC-VISION IN CONNECTION WITH THE SOFTWARE IS TO TERMINATE YOUR USE OF THE SOFTWARE WITHOUT ANY FURTHER LIABILITY ON THE PART OF NC-VISION.

3 TERM AND TERMINATION OF AGREEMENT AND LICENSE

Either party may terminate this Agreement on written notice to the other party at any time, without prejudice to any other remedy it might have, if:

- a. The other party commits a material breach of this Agreement; or
- b. The other party becomes insolvent, is unable to pay its debts when due, or files for protection from its creditors, files a bankruptcy or insolvency proceeding, or has an involuntary bankruptcy or insolvency proceeding filed against it, or ceases to carry on business or a substantial part thereof.

Either party will have thirty (30) days to remedy a) or b) above. Termination in any event shall not relieve Customer of its obligations regarding the Confidentiality provisions contained in this Agreement.

The License of Software (grant to use this Software) ends upon expiration of the licensed period of time.

4 PAYMENT TERMS

4.1 Payment Terms

Customer will pay the License Fee within fourteen (14) days after the Effective Date. All payments are non-refundable. Prices shown do not include any duties, sales, use, excise or similar taxes. All taxes shall be added to prices shown and Customer agrees to pay same. If Customer is exempt from paying such taxes or duties at the time such taxes or duties are levied or assessed, Customer can provide NC-Vision with tax exemption certificates and related documents as required by federal, state, or local laws or regulations to enable the Customer to obtain a tax or duty non-payment, deferral, refund or credit.

Customer orders are accepted only by a duly authorized officer of NC-Vision and executed by evidence of Software delivery, which date shall be made part of this Agreement and incorporated hereto. Customer agrees to make full payment of invoices in the manner agreed to in the invoice (such as currency in which payment is to be made, how payments by wire transfer or cheque are to be made, etc.) within fourteen (14) days of the date of the invoice. In addition to other available remedies, a late payment service charge equal to 1.5% per month or the maximum charge allowed by applicable law, whichever is lower, shall be assessed on all amounts not paid when due. Customer agrees to pay all cost of collection, including attorney's fees, incurred by NC-Vision.

4.2 Customer Work or Purchase Orders

The utilization of Customer work orders, or purchase orders, or some other ordering form is offered as a convenience to Customer and as a means of allowing Customer to track their orders. Accordingly, Customer and NC-Vision agree that pre-printed terms on work or purchase orders shall be and are hereby objected to and rejected, that such shall be null and void and of no effect, and that they shall in no way alter or change the provisions of this Agreement, regardless of their purported effect under any law. Without limiting the generality of the foregoing, NC-Vision and Customer expressly reject the provisions of any law, statute or otherwise such as, for example, section 2-207(2) of the Uniform Commercial Code as promulgated and adopted in certain states of the United States, which would purport to add to, delete, or change any of the terms of this Agreement.

5 SUPPORT & MAINTENANCE

5.1 Services

Software support and maintenance services are provided with the License Fee of the Software.

Software support and maintenance services will be the obligation of NC-Vision and will be provided by NC-Vision or its designee(s). Software Support and Maintenance includes NC-Vision's provisioning to Customer of Software updates made generally available to Customers from time to time, and online technical support to Customer-designated technical contact(s) for the sole purpose of addressing technical issues relating to the use of the Software.

If Customer obtains an update of a version of the Software that Customer previously licensed, the update shall become part of the Software originally licensed from NC-Vision. Customer shall possess only a single license to use the Software with the incorporated update(s), not two separate licenses.

Any modifications not authorized by NC-Vision in writing made to the Software by Customer are prohibited. Correction by NC-Vision of difficulties or defects traceable to Customer's errors or systems changes shall be billed at NC-Vision's standard time and material charges.

5.2 Third Party Services

Consistent with the Software Warranties section of this Agreement, the sole responsibility of NC-Vision with respect to third party software is to pass through any warranties extended by the third-party.

6 CONFIDENTIALITY

Both parties may receive or learn nonpublic information about the other, including but not limited, to information and documents about: the other's employees, vendors, customers, affiliates and competitors; information about the other's methods of doing business, finances, goods and services, research and development, analysis, discoveries, inventions, improvements, source code, flow charts, logic diagrams, nonpublic data, databases and trade secrets; (collectively "Confidential Information"). Confidential information does not include: (i) information known to the recipient at the time of disclosure; (ii) information that is or becomes known to third parties not under an obligation of confidentiality; (iii) information learned from a third party not under an obligation of confidentiality; (iv) independently developed information; and (v) information required by law or regulation to be publicly disclosed, to the extent so disclosed. The Parties understand and acknowledge that the confidential information of each has been developed or obtained by the investment of significant time, effort and expense, and that the confidential information is a valuable, special and unique asset and thus has to be protected from improper disclosure.

Each party therefore agrees that: (i) it shall use the others Confidential Information only as required to perform the party's duties as set forth in this Agreement or any other binding agreement entered into by and between NC-Vision and Customer, and for no other purpose; (ii) it shall require its employees, contractors or other persons or entities who might gain access to the other party's Confidential Information as a part of his/its work for the first party to sign an agreement that he, she or it will be bound to confidentiality requirements with respect to the other party's Confidential Information that are at least as restrictive as those set forth here; (iii) it shall not disclose the other's Confidential Information without the other's express prior written consent; (iv) it shall take the same precautions to safeguard the other's Confidential Information as it takes to safeguard its own and, in any event, at least those precautions that are considered reasonable in the industry, and (v) it shall return or destroy the others Confidential Information upon request.

The obligations of this section shall survive any contract entered into for as long as such information remains Confidential Information.

7 GENERAL PROVISIONS

7.1 Commercial Software

The Software is intended for commercial or educational use by computer professionals.

7.2 Export Rules

Customer agrees to comply with all export laws and regulations of the European Union, of the United States or any other government and agrees not to export or re-export the Software or the License Key(s) in violation of any such laws or regulations. Customer also agrees to comply with all applicable laws and regulations with respect to the import into any country or the use in any country of the Software. Customer agrees to comply with all laws and regulations applicable to the use of the Software and its activities under this Agreement.

7.3 Force Majeure

NC-Vision shall not be liable for any failure of or delay in performance of orders or contracts directly or indirectly caused by fire, flood, accident, riot, war, labor trouble or strike, embargo, shortage of labor, material, fuel or power, lack of transportation, compliance with governmental requests, laws, orders, or regulations, or any other causes beyond NC-Vision's reasonable control.

7.4 Third Party Licenses

Software from time to time includes software developed by third parties. NC-Vision may from time to time add, remove or substitute third party software products that are included in the Software. An updated list of third party software is available at info@NC-Vision.com for your convenience. If required by license, Source Code developed by third parties is available, please contact info@NC-Vision.com in order to receive it. If required by third party license, relevant notices are provided in the software and/or the documentation.

7.5 Marketing Considerations

Customer grants NC-Vision the right to include the Customer's name and company logo as an organization that has purchased NC-Vision software in product promotional material.

Customer can deny NC-Vision this right by submitting a written request via email to info@NC-Vision.com, requesting to be excluded from product promotional material. Confirmation of such denial, via reply email, will be provided within 30 days and NC-Vision shall make no further reference to the Customer product promotional material.

7.6 Independent Contractor

NC-Vision is an independent contractor and vendor of Customer, and nothing under this Agreement or the course of the parties' dealings shall establish a relationship of employer/employee, principal/general agent, master/servant, franchisor/franchisee, joint ventures, or partners.

7.7 Government Use

Customer understands and agrees that the Software has been developed at private expense and are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, as those terms are

used in DFAR Section 227.7202 and FAR 12.212(b) or its successor provisions, as applicable, and the U.S. Government or any other Government shall have "RESTRICTED RIGHTS", and no rights in or license to the Software other than those set forth in this Agreement.

8 GOVERNING LAW

1. This Agreement is made and shall be construed in accordance with the substantive and procedural German Law and the European Directive 2009/24/CE (to the extent they might apply). Without limiting the generality of the foregoing, the Parties specifically exclude any and all provisions of the U.N. Convention on Contracts for the International Sale of Goods from the substantive and procedural law concerning any proceeding between them. Venue for any proceeding brought in connection with this Agreement shall lie in the Place of Jurisdiction of the City of Stuttgart, Germany.
2. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior representations and agreements, and can be modified only by a written Notice signed by officers of NC-Vision.
3. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

9 NOTICES

1. Except as otherwise set forth herein, notices made by NC-Vision under this Agreement that affect Customers will be provided to you via the email address provided above. It is Customer's responsibility to keep your email address current and you will be deemed to have received any email sent to any such email address, upon our sending of the email, whether or not you actually receive the email.
2. For notices made by Customer to NC-Vision under this Agreement and for questions regarding this Agreement or the Services, you may contact NC-Vision via email at: info@NC-Vision.com.
3. From time to time, NC-Vision may modify this Agreement, including any referenced policies and other documents. Any modified version will be effective at the time it is posted. To keep abreast of your license rights and relevant restrictions, please bookmark this Agreement and read it periodically. By using any Product after any modifications, End User agrees to all of the modifications.