

### LICENSE AGREEMENT FOR KEB SOFTWARE (EULA)

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#### § 4 Obligation of examination and notification of defects

The Licensee must examine the supplied KEB Software including the documentation within eight working days after delivery, in particular with regard to the completeness of the data medium and manuals as well as the range of functions of basic program functions. Defects found or identifiable must be reported to KEB within eight working days. Defects which cannot be determined by the proper examination described above must be reported within eight working days of their discovery.



#### § 5 Violation of rights of use

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- 2. The Licensee is obliged to immediately provide all information and documents that KEB needs for the export/shipment/import or the related export examinations or authorization procedures.
- 3. All agreements between the Licensee and KEB are subject to the condition precedent that statutory prohibitions regarding the agreement itself and the obligations arising from this agreement or the fulfillment of these obligations do not exist and that legally required authorizations are granted as requested by us; otherwise the agreement is not legally binding. Sentence 1 applies in particular to import and export control regulations and embargoes.
- 4. KEB is not obligated to render the service, as far as the provision of services hinders obstacles, sanctions or similar circumstances due to national or international regulations especially in the context of import or export control. If authorization already granted is revoked or if after conclusion of contract there is a change in the applicable legal regulations, so that KEB is prevented from fulfilling the contract, KEB is are likewise not obligated to render the service.
- 5. In the aforementioned cases of non-occurrence of a condition precedent in accordance with paragraph 3 or the performance prevention in accordance with paragraph 4, KEB is are not liable unless there is no intent or malice on the part of KEB.

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- 1. In addition to this EULA, the respective valid General Conditions of Sale of KEB apply, in particular the so-called "Software Clause". In the absence of these General Conditions of Sale they may retrieved under www.keb.de/de/agb or sent by KEB on request.
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#### Version January 2021