

# Distribution License Agreement

Date: April 26<sup>th</sup>, 2009

Updated: October 02<sup>th</sup>, 2021

## 1 Subject

- i. The supplier XLOG Technologies AG grants the client the royalty-free utilization of the product version according to the shipping list.

## 2 Contents and Guarantee

- i. The utilization covers the language and target platform as mentioned in the shipping list.
- ii. The customer is entitled to purchase further products and distribution licenses of the same product version, language and target platform.
- iii. The customer has the right to include or reference the product and the distribution license in applications or libraries.
- iv. Provided the programs add significant and primary functionality. Not to be distributed with additional software intended to replace components.
- v. Special utilizations, which are not covered by the aforementioned points i), ii), iii) and iv), require a mutual written agreement.

## 3 Duration and Termination

- i. This agreement comes into force with the download of the product and the license.
- ii. The agreement is valid for unlimited time.
- iii. The customer can terminate the utilization before the expiration of the contract period by removing the product.

## 4 Stipulations

- i. In no case characteristics for the identification may be removed or changed.
- ii. Selling, giving away or letting of the product or the distribution license by the customer is prohibited.
- iii. The product and the distribution license can be distributed as part of the applications and libraries of the customer provided the new holder accepts the license agreement.
- iv. The reverse engineering of the different manufacturing stages of the product or the license is not permissible.

## 5 Protection

- i. The customer takes the necessary organizational and technical steps to exclude inappropriate utilization.
- ii. On injury of the protection by the customer a prosecution with fine is aimed at.

## 6 Modifications and Enclosures

- i. All changes of this agreement require the written form for its validity.
- ii. The conditions products & licenses by the supplier form an integral part of this agreement.
- iii. The customer accepts the corresponding license agreements for the utilization of enclosed or referenced third party components.