



## (SUPPLEMENTAL) END USER LICENSE AGREEMENT (EULA)

### SHORT FORM LIMITED TEST LICENSE GINERO

#### PREAMBLE

This Supplemental End User License Agreement ("EULA") and any corresponding Supplementary Terms and Conditions (together the "Agreement") are entered into between inpro Innovationsgesellschaft für fortgeschrittene Produktionssysteme in der Fahrzeugindustrie mbH, Steinplatz 2, D-10623 Berlin ("inpro") and the client who has agreed to this Agreement either upon installation by a user attributable to the Client (both as defined in section 1 below) and/or as included in an Individual Agreement as defined below.

Client and/or User confirm that this Agreement (as general terms and conditions) has been read, understood and accepted. If this Agreement is not concluded, the product(s) must be returned to inpro before installation or use, or the provided installation and documentation files must be deleted, or - if an installation has already taken place when the dialogue appears - the use of the product must be stopped immediately, the product must be uninstalled and all parts of the product must be deleted immediately.

#### 1. DEFINITIONS

"Individual Agreement" means an agreement (e.g. **limited test license agreement**, purchase order, master or other individual license agreement) or similar engagement document that sets forth (i) the terms and conditions for the use of inpro's product by the Client or its Assigned Users, (ii) the associated license terms and (iii) the associated license fees, the corresponding payment terms, and (iv) other agreements between inpro and the Client regarding the licensed product or service.

"Client" means the entity that (i) has entered into an Individual Agreement with inpro to use one or more of inpro's products for the entity's internal business purposes or (ii) is using or wishes to use a Trial Version (as defined below) for the purpose of evaluating such use.

"User" or "Assigned User" means persons who install and/or use the Product(s) for and at the direction of the Client for the purpose of using the Product(s) on behalf of the Client under (i) an Individual Agreement or (ii) using a Trial Version.

"Trial Version" means a version of a Product or Software which has been made available by inpro to prospective Clients for the purpose of evaluation without the prior conclusion of an Individual Agreement.

"Products" means software and documentation.

"Software" means software licensed by inpro to Client under this EULA, including updates, modifications, design data and all copies. Software includes associated APIs as well as scripts, toolkits, libraries, reference and sample codes and similar materials.

"Documentation" means the User documentation provided by inpro in printed or digital form, online, incorporated into a help function, or in license files, read-me files, header files or similar for the Software or



Support Services. The documentation includes license specifications, technical specifications, API information and instructions for use.

"API" means an application programming interface.

"Services" means Maintenance Services and Professional Services.

"inpro IP" means all patents, copyrights, trade secrets and other intellectual property rights in or relating to Products or Services.

"Supplemental Terms" means the separate terms and conditions applicable to the Products or Services as set out in the schedule attached to each Product and Service, as specified in an Individual Agreement, or as otherwise agreed by the Parties.

## **2. GENERAL TERMS AND CONDITIONS OF LICENSE AND USE**

### **2.1. License Grant and Conditions, Trial License**

Grant of License: Unless otherwise specified in the Individual Agreement between the Client and inpro, inpro grants to the Client a non-exclusive, non-transferable, limited license to install and use the Software and related documentation for the Client's internal business purposes during the period specified in the Individual Agreement and subject to the relevant supplementary conditions. The software is provided only in the form of an object code, unless otherwise specified in the Individual Agreement.

Trial License: In the absence of an Individual Agreement between the Client and inpro in advance and if inpro has expressly provided the Software and Documentation to the Client as a Trial Version, inpro grants to the Client, with the consent to this EULA, a non-exclusive, non-transferable, limited Trial License to install and use the Software and related Documentation for the purpose of evaluating the usability of the Software and Documentation for the Client's internal business purposes for the duration of the Trial Period (as defined below).

### **2.2. Prohibition of use**

If inpro has neither concluded an Individual Agreement with the Client in advance nor provided a Trial Version, use of the Software is expressly not permitted. In this case, the Product(s) must be returned to inpro without installation or use, or existing information files shall be deleted, or - if an installation has already taken place - the use of the Product must be stopped immediately, the Product shall be uninstalled and all parts of the Product shall be deleted.

### **2.3. inpro-IP, Verification, Third Party Technology**

inpro-IP: Software and related documentation constitute trade secrets of inpro and, if applicable, its licensors.

Together with the related documentation, they are considered "Confidential Information" (see also clause 8).

The Client may only copy the Software or Documentation if this is necessary to support its own authorised use. Each copy must contain all notices and legends incorporated in the Software and affixed to its media or packaging as received from inpro or included in the download package provided by inpro. inpro and its



licensors retain ownership of the Software and inpro-IP. inpro expressly reserves all rights in the Products and inpro-IP not expressly granted in this Agreement.

License Compliance Verification: inpro reserves the right to include a reporting mechanism to detect unauthorised use of licenses in Software. The mechanism does not transmit any technical or business data processed by the Client with the Software. inpro reserves and is entitled to take further reasonable technical measures to protect against non-contractual use (including exceeding license periods), provided that the contractual use of the Services - as defined in the Individual Agreement or in the trial license - is not more than insignificantly affected by this. In individual cases, this may also include switch-off devices. If a switch-off device is implemented in the Product, this will be indicated in the installation dialogue and/or in the Special License and Terms of Use (clause 5. below).

Third party software and open source software: The Products may contain third party technology, including open source software ("Third Party Technology"). Third Party Technology may be licensed from third parties under separate terms and conditions ("Third Party Terms"). Third Party Terms are described in more detail in the Documentation and are solely controlled with respect to Third Party Technology. If the Third Party Terms require inpro to provide Third Party Technology in source code form, inpro will provide such source code upon written request and payment of applicable shipping charges.

Where the use of Third Party Software, open source software or components requires special conditions, these will be additionally referred to in clause 5 below and/or in an appropriate other way as part of the installation process or documentation. If the Client does not agree to these special conditions, para. 3 of the preamble shall apply accordingly.

## **2.4. Restriction of use and responsibilities of Client**

Client shall not use the Software beyond the agreed scope of use or have it used by third parties or make it accessible to third parties without prior written content by inpro (via email is sufficient). In particular, Client is not permitted to reproduce, sell or temporarily transfer, rent or lend Software or parts thereof. Therefore, the transfer, loan, lease, publication or use of the Software for third parties or for the benefit of third parties shall not be made or permitted without the prior written consent of inpro, unless otherwise provided for in the Individual Agreement or permitted.

Trial versions may never be transferred, sold or sublicensed.

- **Reverse Engineering, Modification, Use of APIs:** Client shall not reverse engineer, decompile or otherwise attempt to read the source code of the Software. Modification of the Software is not permitted without inpro's written consent. Even with the consent of inpro, Client shall only edit the Software provided in the form of a source code in order to modify or improve the Software for its legitimate use. Furthermore, Client shall not otherwise modify, adapt or combine the Software. Client shall not make the Software subject to any open source software license that conflicts with or is otherwise inapplicable to this Agreement. Client will not use the Software for the purpose of developing or improving products that compete with the Software. Client will only use APIs identified as published in the Documentation, and only in the manner described therein, to support authorised use of the Software. The restrictions described in this section shall not apply to the extent they conflict with applicable law. Insofar as Client has made modifications or adaptations in accordance with the prior consent of inpro (hereinafter "Approved Modifications or Extensions"), Client shall be obliged to make all rights thereto available to



inpro for free use, processing, further development and comprehensive commercial and non-commercial exploitation.

- **Hosting of Software by Third Parties:** Client may only engage a third party to host the Software ("Provider") upon inpro's prior written consent. inpro may require a separate written agreement as a condition of such consent. Software hosted by a Provider shall at all times remain under the sole control of Client unless the Provider's management and operation of the Software is expressly agreed to by inpro. In such event, Client shall ensure that the Provider manages and operates the Software in accordance with this Agreement and solely for Client's internal business purposes as stated in the Individual Agreement. If Client becomes aware of any actual or suspected unauthorised use or disclosure of the Software, Client will immediately terminate Provider's access to the Software. A breach of contract by a Provider shall constitute a breach of contract by Client. Client shall indemnify, defend and hold inpro and its affiliates harmless from and against all claims, damages, fines and costs (including attorneys' fees and costs) arising in connection with Client's use of the Service provided by Provider. Client shall notify inpro immediately if the Provider or its relevant line of business falls under the control of a third party. In this case, inpro may withdraw its prior consent.
- **Security:** Client is responsible for the security of its systems and data, including Products on its systems. Client will use commercially reasonable efforts to exclude malware, viruses, spyware and trojans.
- **Third Party Claims:** Client acknowledges that inpro does not control Client's processes or the creation, testing, distribution or use of Client's Products. inpro shall have no liability for any third party claims or demands against Client, except for inpro's obligations to indemnify Client against claims of infringement as expressly set forth herein.
- **Responsibility for Users:** Client is liable for breaches of contract by Users of the Products or Services.
- **Host ID:** Client will provide inpro with sufficient information, including host ID for each workstation or server on which the license management portion of the Software is installed, to enable inpro to generate a license file that provides access to the Software, in accordance with the scope of licenses granted under each Individual Agreement.
- **Audit:** Client shall maintain records showing the Software, the location of each copy thereof, and the location and identity of workstations, servers on which the Software is installed, and Users (in the case of personal licenses). inpro shall have the right to audit Client's compliance with this Agreement and/or the Individual Agreement during normal business hours and upon reasonable notice. Client shall provide inpro or its designees with access to facilities, workstations and servers and shall use commercially reasonable efforts to assist inpro in demonstrating Client's compliance with this Agreement and/or the Individual Agreement. inpro and its designees shall maintain reasonable security while on Client's premises.

inpro shall also be entitled to record and document in writing or digitally the result of an audit, including the name, address or registered office of Client as well as licence periods, number of User accounts and all other information required (i) to monitor compliance with the general or special licence terms and conditions of use or (ii) for billing Client to inpro or for billing inpro to third party licensors (of components or software included in the product).

## **2.5. Exceeding the scope of use**

In case of an exceeding of the scope of use by Client or its Users contrary to the Agreement and/or Individual Agreement or in case of an unauthorised transfer of use to third parties, Client shall, upon request, immediately provide inpro with all information available for the assertion of claims due to the use contrary to the Agreement and/or the Individual Agreement and, in particular, provide the name and address of the User.



inpro may withdraw Client's access authorisation and / or terminate the Agreement (see clause 4) if the Client considerably exceeds the usage allowed to him or violates regulations for the protection against unauthorised usage. In connection with this, inpro may interrupt or block the access to the contractual services. inpro shall generally grant Client a reasonable grace period for remedy beforehand.

The claim of inpro to a remuneration and, if applicable, to compensation (license damage) for the use exceeding the agreed use remains unaffected.

### **3. TERM**

- 3.1. The term of the license shall be as set out in the relevant Individual Agreement unless it is a Trial Version (as defined in clause 1).
- 3.2. If inpro has provided a Trial Version, the test license granted by this Agreement and/or the Individual Agreement is valid for a limited period of three (3) months from the date of provision of the installation files by inpro, but not exceeding 30 (thirty) days from the date of first installation of the Software, unless otherwise agreed in writing or in text form.
- 3.3. Client has the option to back up data files by its own responsibility within fourteen (14) days after termination of the contract (grace period). An export of data in a certain format is not guaranteed, unless specified in the Individual Agreement. Any data processing agreement shall therefore run until the end of this backup period. After expiry of a Trial License and the grace period, Client shall uninstall the Product and immediately delete or return (or, if a return is not practicable, destroy) all parts of the Product.

### **4. CANCELLATION**

- 4.1. Licenses with a limited term shall terminate automatically at the end of the term without the need for a separate notice of termination.
- 4.2. inpro may terminate Individual Agreements and the licenses granted early with immediate effect upon notice to Client (i) for cause, including, without limitation, unauthorised installation or use of inpro Software by Client, Client's bankruptcy filing or bankruptcy, Client's cessation of business, or breach of the provisions of this EULA, (ii) to comply with the law or requests of governmental authorities, or (iii) due to any other breach that has not been cured upon the expiration of thirty (30) days after notice.

#### **4.3. Consequences of Termination**

Upon termination of the Individual Agreement, the licenses granted and services provided hereunder shall automatically terminate. Upon termination of any license, Client shall promptly remove or delete all copies of the Software, Documentation and other Confidential Information from inpro and shall confirm such removal and deletion in writing to inpro. No refunds or credits will be issued as a result of termination under Section 4. Termination shall not relieve Client of its obligation to pay the total fees set forth in the Individual Agreement, which shall become due and payable immediately upon termination of the Individual Agreement and/or this Agreement. Sections 2., 5., 6., 7. and 8. of this Agreement shall continue to apply after termination of the Individual Agreement and/or this Agreement.

### **5. SPECIAL CONDITIONS OF LICENSE AND USE (SIEMENS, among others JT Open Toolkit components)**

- 5.1. The Product contains components of SIEMENS, especially of the JT Open Toolkit of SIEMENS. inpro is obliged to explicitly inform Client about the following obligations and restrictions. Client agrees to comply with these obligations.. As far as components of the JT Open Toolkit (components) are included in the Product of inpro, Client shall only be entitled to use these components in connection with the Product of inpro and for Client's internal business purposes during the term (clause 3.). Separate use is expressly not permitted.
- 5.2. The restrictions of clause 2.1 expressly also apply to all components of the JT Open Toolkit itself ("non-exclusive", "non-transferable, written approval requirement").
- 5.3. By using the Product, Client acknowledges SIEMENS' ownership of the rights to all components of the JT Open Toolkit.
- 5.4. In the event that inpro implements a switch-off device in a Product with components from the JT Open Toolkit, inpro shall inform Client in accordance with clause 2.3..

#### **5.5. (Export Compliance):**

Client agrees to comply with all applicable export and re-export controls, embargoes and economic and trade sanctions laws and regulations, including without limitation those of the United States, the United Kingdom and the European Union ("**Export Laws**"). Client represents and warrants that all Products and Services provided under this Agreement and products derived therefrom (i) cannot be downloaded or accessed by any Sanctioned Person, (ii) will not be exported, re-exported (including "**Deemed Exports**"), shipped, distributed, delivered or otherwise made available, directly or indirectly, to a Sanctioned Person or in any other manner in violation of the Export Laws, (iii) used for any purpose prohibited by the Export Laws unless expressly authorized in writing by inpro and Messrs. SIEMENS in writing, or (iv) used for non-civil purposes (e.g. armaments, nuclear technology, weapons, any other defence and military use). Without prejudice to the foregoing, Client represents and warrants that (i) it is not a Sanctioned Person and (ii) it will not download or access any Products or Services from sanctioned countries or facilitate any third party to download or access Products from sanctioned countries. Client shall review and update at least annually its list of Users who have access to any Product and confirm that none of such Users is a Sanctioned Person and that all Users will continue to be able to access Products in compliance with the Export Laws. inpro and/or SIEMENS may make the necessary checks in relation to the Export Laws and Client agrees to provide any necessary information promptly upon request. "Sanctioned Country" means a country or territory that is itself the subject or target of comprehensive trade or economic sanctions (currently including, but not limited to, Cuba, Iran; North Korea, Syria, Venezuela and the Crimea region of Ukraine). "Sanctioned Person" means any person (i) who is included in the list of Specially Designated Nationals and Blocked Persons (SDN) maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC) or in any other list of persons subject to export controls maintained by the U.S. Department of Commerce or U.S. State Department, the United Nations Security Council, the European Union or any Member State of the European Union or the United Kingdom; (ii) operating, organised or resident in a Sanctioned Country; (iii) a member of, or acting for, a government of a Sanctioned Country; or (iv) under the control or direction of one or more such persons. (iv) is under the control or direction of one or more such persons.

## **6. WARRANTY AND LIABILITY FOR MATERIAL DEFECTS**



- 6.1. Except as expressly provided in an Individual Agreement and to the extent permitted by law, inpro makes no warranty, express or implied, with respect to the Products subject to this EULA, including but not limited to Software, Hardware or other Services provided. inpro also makes no warranty as to the quality or fitness for a particular purpose.
- 6.2. inpro warrants, however, that Software and new versions of Software and the other services correspond to the written Product descriptions available at the time of delivery or Service provision. The Product descriptions can be found in the documentation or in customer-specific Individual Agreements. Furthermore, inpro warrants that inpro holds such rights and licenses as are necessary to grant the rights to be granted to Client under this EULA. However, this shall only apply to the extent that the Services are created or further developed by inpro. Excluded from this are all Software, elements or preliminary Services which have been handed over or otherwise made available or provided to inpro by Client for the execution of the order.
- 6.3. In case of a defect, inpro shall, at its own choice, either remedy the defect or deliver a new Product ("**Supplementary Performance**"). inpro may reject the chosen type of Supplementary Performance or the Supplementary Performance as a whole if it could only be carried out at disproportionately high costs. In case of Supplementary Performance, inpro shall bear the necessary costs, especially transport costs. The reimbursement of costs shall not include the costs arising from the fact that the delivery is made to a place other than the place originally agreed upon in the Individual Agreement. If inpro delivers a defect-free contractual item for the purpose of Subsequent Performance, Client shall return the originally delivered item.
- 6.4. If (i) inpro is not willing or able to provide Supplementary Performance, or (ii) if such Supplementary Performance is delayed longer than reasonable for reasons for which inpro is responsible, or (iii) if the Supplementary Performance fails for any other reason, Client shall be entitled to assert its rights to rescind from the Individual Agreement or to reduce the price or to claim damages within the scope of the statutory provisions. However, Subsequent Performance shall only be deemed to have failed if two attempts have been unsuccessful.
- 6.5. All claims of Client due to breach of contract, in particular claims for damages (including claims for damages due to loss of profit) exist, unless otherwise regulated in an Individual Agreement, exclusively according to the provisions of this EULA on the liability of inpro.
- 6.6. The limitation period for claims for defects shall be one (1) year, calculated from the statutory commencement of the limitation period. The Supplementary Performance does not cause the restart of this period.
- 6.7. inpro shall not be liable to the extent that the damage was caused by actions of Client. This includes in particular: (i) the improper use, maintenance, repair or unauthorised modifications not made by inpro, or (ii) the use of hardware for which the Software is not licensed, or (iii) the combination with other software not licensed by inpro.
- 6.8. The aforementioned liability in clauses 6.3 and 6.4. for defects does not apply to (i) Software provided free of charge (e.g. a Limited Test License and free Trial Version), (ii) Software provided via a bundle, (iii) Software that has been classified as discontinued (this by letter or e-mail to Client and/or by publication

on inpro's homepage) or not generally supported and (iv) deliveries that are subject to the terms of an ongoing maintenance service.

**For the avoidance of doubt:** for Software provided as per lit (i) the license provided is a free test license. The Client acknowledges that the use of the software under a (Limited) Test or Trial License is considered voluntary, i.e. expressly without any obligation, warrants or guarantees and liability on the part of inpro whereby this exclusion and limitation of liability shall not apply in cases of mandatory liability, e.g. (i) in cases of intent, (iii) gross negligence.

## 7. LIMITATION OF LIABILITY AND SUPPORT

Unless otherwise provided by Individual Agreement between inpro and Client and subject to clauses 6.7 and 6.8 above, inpro shall be liable as follows:

- 7.1. inpro shall be liable without limitation for personal injury for which it is responsible and, in the case of damage to property for which it is responsible, shall reimburse the cost of restoring the damaged property up to a maximum amount equal to the simple contract value of the affected license. In the event of damage to data storage media, the obligation to pay compensation shall not include the cost of recovering lost data and information.
- 7.2. Further claims for damages and reimbursement of expenses, irrespective of their legal basis, in particular for breach of contract arising from the contractual obligation and from tort, shall be excluded. This shall apply in particular to claims for consequential damages (including consequential harm caused by a defect), such as loss of profit, business interruption, loss of use, loss of interest, loss of information and data or contractual claims by third parties.
- 7.3. The exclusion and limitation of liability shall not apply in cases of mandatory liability, e.g. (i) under the German Product Liability Act, (ii) in cases of intent, (iii) gross negligence, (iv) due to injury to life, body or health, (v) due to the assumption of a guarantee for the quality of an item, (vi) due to the fraudulent concealment of a defect or (vii) due to the breach of material contractual obligations.
- 7.4. The claim for damages for the breach of essential contractual obligations shall, however, be limited to the foreseeable damage typical (*Kardinalspflichten*) for the Individual Agreement, unless there is intent or gross negligence or liability for injury to life, body or health.
- 7.5. The limitation period for claims for damages against inpro shall be one (1) year as far as legally permissible, unless the damage was caused intentionally. In case of claims for damages under the Product Liability Act, the statutory limitation provisions shall apply.
- 7.6. A change of the burden of proof to the disadvantage of Client is not connected with the above liability regulations.
- 7.7. If and to the extent that the liability of inpro is excluded or limited, this shall also apply to its management, employees and vicarious agents.
- 7.8. Client shall be obliged to inform inpro immediately in writing of any damage according to the above liability provisions or to have such damage recorded by inpro, so that inpro is informed as early as possible and can minimize the damage together with Client.



- 7.9. Client shall also be obliged to inform inpro immediately if third parties claim (whether obviously unjustified or not) that rights such as patent rights, copyrights, trade secrets or industrial property rights are infringed by Software, Hardware or other Services that inpro has provided to Client. In this case, inpro is obliged to support Client to the best of its ability in the defense of the asserted claims in order to either defend against them or to settle the claim (obligation to assist and support).
- 7.10. A further obligation or liability or indemnification obligation of inpro beyond the aforementioned duty to assist and support shall expressly not exist if the infringement of Third Party Rights is only due to the fact that the Software or Hardware is used in combination with Third Party Software or Hardware not provided by inpro, or a possible infringement of Third Party Rights is only due to the fact that inpro acts in accordance with the designs, specifications or instructions provided by Client.
- 7.11. The clauses 7.1. - 7.10. above conclusively regulate the liability of inpro for the violation of Third Party Rights.

## **8. DATA PROTECTION & CONFIDENTIALITY**

- 8.1. inpro and Client shall comply with the applicable data protection regulations, in particular those applicable in the Federal Republic of Germany and the European Union, respectively, and shall oblige their employees assigned in connection with the respective Individual Agreement or the Trial Version to maintain data secrecy, unless they are already generally obligated accordingly. inpro and Client shall enter into separate agreements for commissioned data processing, to the extent this is required by the type and design of the licensed Software and the associated License and User administration.
- 8.2. "Confidential Information" means all information exchanged between the parties within the scope of this EULA or any underlying Individual Agreement, regardless of whether this is done orally or in writing, whether it is designated as confidential or whether it is to be regarded as confidential due to the circumstances of the transmission, in particular the provisions of this EULA or any Individual Agreements.

Confidential Information shall not be deemed to be such information which was already demonstrably known to the other Party prior to the communication without being subject to a confidentiality agreement, which becomes publicly known during the term of this Agreement without a breach of contract by the Parties, which was independently developed during the term of this Agreement by employees of the Parties who did not have access to the Confidential Information, which is disclosed by the communicating Party to third parties without a confidentiality provision or which is required to be made public by virtue of an enforceable order or other decision of a court, authority or other governmental organization. In the latter case, however, the addressee of the decision undertakes to inform the other party thereof without undue delay and to provide it with appropriate support in the context of a legal challenge to such a decision. In principle, all technical information is part of the confidential information, unless it is distributed under an open source license.

- 8.3. The Receiving Party undertakes to treat all "Confidential Information" as confidential and not to use it or make it available to third parties except for the purpose of fulfilling this Agreement. The Receiving Party may only disclose the information to its management, employees and consultants to the extent that they are also subject to confidentiality under these provisions and to the extent that they are concerned with the matters of this Agreement. The Receiving Party shall take all reasonable steps to prevent any



unauthorized use of the Confidential Information and shall promptly notify the Disclosing Party of any suspected unauthorized use or disclosure.

## **9. MISCELLANEOUS**

- 9.1. This EULA is explicitly and exclusively addressed to entrepreneurs and Companies in the sense of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law. The services of inpro are not directed to consumers in the sense of § 13 BGB.
- 9.2. Any deviating, supplementary or contradictory general terms and conditions introduced by Client shall not become part of the contractual relationship between Client and inpro, unless they have been explicitly accepted by inpro and their inclusion has been approved. Even the uncontradicted provision of Services or Software does not imply an agreement with the inclusion of Client's general terms and conditions. inpro hereby already contradicts any inclusion of Third Party Terms and Conditions.
- 9.3. The place of jurisdiction for all disputes arising from and in connection with this EULA shall be Berlin, as far as Client is a merchant, a legal entity under public law or a special fund under public law.
- 9.4. This EULA shall be governed exclusively by German law to the exclusion of the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (f April 11, 1980 (UN Sales Convention)).
- 9.5. Amendments or supplements to or the cancellation of this EULA, including the amendment of this provision itself, must be made in writing, unless a stricter form is required by mandatory law.
- 9.6. If any provision of this EULA is or becomes void, invalid or unenforceable, in whole or in part, the validity and enforceability of all remaining provisions shall not be affected.

(SUPPLEMENTARY) END USER LICENSE AGREEMENT (EULA) - LIMITED TEST LICENSE ginero - DATE: Nov 2023