End User License Agreement (EULA)
between

IGEL Technology GmbH, Hermann-Ritter-Str. 110, 28197 Bremen, Germany, hereinafter referred to as „**IGEL**"

and

the End User who has purchased a Delivery-Token for IGEL-Software, hereinafter each referred to as the "**End User**".

1   Subject Matter and Conclusion of this EULA

1.1   The subject matter of this EULA is the granting of licenses regarding the software solutions "**IGEL OS**" and "Universal Management Suite" (hereinafter referred to as "**IGEL UMS**"), as well as the "IGEL Enterprise Management Upgrade Pack" (hereinafter referred to as "**IGEL EMP**") to the End User by IGEL. IGEL OS, IGEL UMS and IGEL EMP are hereinafter also each referred to as "**IGEL-Software-Product**" and jointly as "**IGEL-Software**".

1.2   This EULA is concluded between IGEL and End User upon its signing by End User while or after the conclusion of a purchase agreement regarding a Delivery-Token. The conclusion of such purchase agreement shall be conditional for this EULA to come into effect.

2   Obtaining IGEL-Software

2.1   IGEL-Software-Products, whether as preinstalled release or as executable installation files, can be obtained in different ways, for example via a free software-download or preinstalled on IGEL-Hardware. End User always obtains a non-licensed release (meaning: without any unlocked features) with a strongly reduced usability.

2.2   End User requires a so-called "**License-Key**", a technically generated and unique letter/number-combination, to obtain a productive functionality of the IGEL-Software-Product by unlocking the features of the IGEL-Software through input of the respective License-Key inside the IGEL-Software-Product.

2.3   A License-Key can only be obtained via the "IGEL License Portal" (hereinafter referred to as the "**ILP**") by redeeming a pre-purchased "**Delivery-Token**" (another technically generated and unique letter/number-combination) from IGEL-Reseller for said License-Key.

3 Open-Source and Third-Party Software

3.1 This EULA shall not apply to open-source software as well as any other software products of third parties that are provided together with or in relation to IGEL-Software (hereinafter jointly referred to as "**Third-Party Software**").

3.2 License-documentations regarding Third-Party Software shall be forwarded to End User in digitalized form together with the respective IGEL-Software-Products.

4 Granting and Extent of Licenses for IGEL-Software

4.1 Upon conclusion of this EULA, IGEL grants End User a non-exclusive and non-sub-licensable right, without restriction in terms of time and territory, to use the respective IGEL-Software-Product (IGEL OS and IGEL UMS) for which End User purchased a Delivery-Token, on a number of endpoint devices or instances corresponding to the amount of Delivery-Tokens purchased by End User (hereinafter referred to as a "**Perpetual License**").

4.2 If and as far as End User purchased one or more Delivery-Tokens for IGEL-EMP, IGEL grants End User a non-exclusive and non-sub-licensable right, which is limited to the individually selected duration (1, 3 or 5 years), to use the IGEL-EMP on a number of endpoint devices or instances, corresponding to the amount of Delivery-Tokens purchased by End User (hereinafter referred to as a "**Subscription License**").

4.3 In order to unlock functions of the IGEL-Software-Products, it is technically required to input a License-Key inside the respective IGEL-Software-Product. Each License-Key shall only be used once to unlock functions on a certain endpoint device. Each License granted shall be bound to the respective endpoint device and not be transferable, if not otherwise agreed between IGEL and End User.

4.4 If and as far as multiple instances of IGEL-Software are installed or executed (e.g. via virtual machines) on an endpoint device, each instance shall require a valid License.

4.5 End User shall be entitled to create copies of IGEL-Software, if and as far as this is necessary to enable the unlocking of functions on the number of endpoint devices or instances, corresponding to the amount of acquired Licenses and to use IGEL-Software as intended. In addition, End User shall be entitled to create state-of-the-art backup copies of IGEL-Software to the usual extent.

4.6 End User shall not rent or lease IGEL-Software or sublicense it in any other way, make it available to the public, or make it available to any third party whether or not in return for payment (e.g. (sub-)leasing, data center operation, software as a service).

4.7 End User shall only transfer his Licenses regarding IGEL OS and IGEL UMS to a third party if and as far as he completely and finally ceases to use the respective IGEL-Software-Product. Licenses for IGEL EMP shall not be transferred.

5 New Versions, Bugfixes or other Patches

The provisions of this EULA shall be applicable correspondingly to any new versions, bugfixes or other patches that IGEL releases or provides to End User in any way.

6 Copyright References

Copyright References regarding IGEL-Software, serial numbers or other distinguishing marks or characteristics serving the identification placed inside the IGEL-Software or attached to data carriers containing IGEL-Software shall not be removed or altered in any way.

7 Conditions regarding Statutory Rights

7.1 End User shall be entitled to the rights arising out of sec. 69d (1) of the German Act on Copyright and Related Rights (*UrhG*) only when he priorly requested IGEL to enable the regular use of IGEL-Software or to fix an error within a reasonable amount of time and IGEL refuses or fails to do so.

7.2 End User shall be entitled to the rights arising out of sec. 69e (1) of the German Act on Copyright and Related Rights (*UrhG*) only when he priorly requested IGEL to provide the information necessary according to sec. 69e (1) of the German Act on Copyright and Related Rights (*UrhG*) within a reasonable amount of time and IGEL refuses or fails to do so.

8 Audit

8.1 IGEL shall be entitled to audit whether or not End User uses IGEL-Software in compliance with this EULA.

8.2 End User shall give IGEL written information about the number of endpoint devices on which IGEL-Software has been activated within a month after requested by IGEL. IGEL shall be entitled to claim such information once per calendar year and additionally, if and as far as IGEL has reasons to believe that End User uses IGEL-Software, or causes it to be used beyond the Licenses granted to him, or that End User interferes with IGEL's rights under the scope of this EULA in any other way.

8.3 If and as far End User does not give the information according to sec. 8.2 or does not give the information in due time, IGEL shall be entitled to audit whether or not End User uses

IGEL-Software in compliance with this EULA. The audit shall be carried out by an expert witness or a person that is sworn to secrecy for professional reasons, e.g. a lawyer or professional auditor (*Wirtschaftsprüfer*) (hereinafter jointly referred to as the "**Auditor**"). Prior to the beginning of an audit, the Auditor shall be sworn to secrecy by IGEL towards IGEL itself, regarding the results of the audit as well as all knowledge arising out of End User's sphere during the audit, if and as far as not stated otherwise in this section 8. For the purpose of an audit, End User shall enable the Auditor to audit End User's compliance with this EULA, especially, but not limited to, the compliance with the provisions regarding the qualitative and/or quantitative use of IGEL-Software in accordance with the granted License. In order to do so, End User shall provide the information needed, provide insight into relevant documents and files and enable the Auditor to examine the software and hardware environment used by End User. An audit shall only be carried out during End User's usual business hours and shall be priorly announced within a reasonable amount of time (regularly at least a month). The audit shall be carried out in a manner that interferes with End User's business operations in the least possible way and that the compliance with statutory provisions regarding data protection is ensured.

8.4   If the Auditor does not observe any violation of this EULA or IGEL's rights regarding IGEL-Software, he shall only forward this result to IGEL. If and as far as the audit, according to the Auditor's observations, proves any violation, the Auditor shall inform IGEL and the End User of the rights and claims he duly considers as attributable to IGEL. The Auditor shall then provide IGEL with the necessary information regarding the extent of a violation as well as the facts the violation is based on. If IGEL and End User cannot reach an amicable solution regarding the claims arising out of the respective violation within 2 (two) months after IGEL has been informed thereof, the Auditor shall be released from his confidentiality obligations and shall provide IGEL with all Information, documents etc. that IGEL may need to take legal actions regarding its respective claims and legal rights against End User.

8.5   IGEL shall be entitled to the rights according to sec. 8.3 and 8.4 also without prior request for information according to sec. 8.2, if and as far as IGEL has reason to believe that a violation of this EULA by End User may have occurred, or that a prior request for information may not be reasonable to protect IGEL's rights and interests.

8.6   The costs of an audit shall be borne by End User, if and as far as he refuses to meet a request for information according to sec. 8.2 or if the Auditor observes any violation of this EULA or IGEL's rights regarding IGEL-Software by End User.

8.7   Further statutory claims of IGEL shall remain unaffected by the provisions above, especially, but not limited to, the right to information according to sec. 101 para. 1 of the German Act on Copyright and Related Rights (*UrhG*).

9 Violation, Withdrawal of Licenses

9.1 If the Auditor or IGEL itself notices any violation of this EULA or IGEL's rights to the IGEL-Software, or if any such violation is obvious, IGEL shall inform End User thereof and request him to refrain from such violation within a reasonable period of time.

9.2 If End User does not refrain from a violation within the set period, or if the setting of a period is not reasonable given the nature and circumstances of the violation, IGEL shall be entitled to withdraw End User's license or licenses (i) to EMP regardless of the remaining duration of the license as well as (ii) to IGEL OS and IGEL UMS, if and as far as a withdrawal is reasonable given the nature and circumstances of the violation, with future effect.

9.3 Possible outstanding payments arising out of a purchase agreement between End User and an IGEL-Reseller shall remain unaffected by a withdrawal of licenses.

9.4 The provisions above shall be applicable correspondingly if and as far as IGEL receives information of a termination of a purchase agreement regarding IGEL EMP before termination due to expiry of its duration, or if a purchase agreement regarding IGEL OS and IGEL UMS is retroactively cancelled or becomes invalid with retroactive effect.

10 Export

IGEL-Software as well as Third-Party Software may fall under the scope of export control regulations of domestic or foreign jurisdictions. In any case of export, End User shall comply with all applicable laws and provisions regarding the use, export, re-export, transfer of software and/or technology as well as obtain any necessary authorizations and/or permissions.

11 Miscellaneous

11.1 The provisions of this EULA supersede all prior terms, agreements or contracts regarding the subject matter of this EULA.

11.2 If one or more provisions of this EULA are or become invalid or void, or if it contains a gap, the validity of these terms is not affected thereby. The provision concerned shall be deemed to be replaced with a valid provision which comes closest to what the IGEL had intended with respect to the purpose under the invalid or void provision.

11.3 All disputes arising out of or in connection with this EULA are governed by substantive German law excluding the conflict of law rules and the laws in treaties including but not limited to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.4 The courts of Bremen, Germany, shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this EULA. However, IGEL is entitled to proceed against End User before any court competent based on statutory provisions.

11.5 This EULA has originally been created in German and was then translated into the English version. In case of doubt regarding the interpretation of this EULA and its provisions, it is understood that the German version – that can be viewed and downloaded under https://www.igel.de/geschaeftsbedingungen/ – shall be consulted as reference for the interpretation.

Bremen, April 2021

IGEL Technology GmbH