

END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is a legal agreement between the person, company or organization (“You” or “Your”) that has licensed a proprietary software product (the “Software”) from **OSAAP GmbH** and/or its authorized reseller, **Blackstone Global, Inc.** (collectively, the “Licensor”). The Software may only be used in accordance with this EULA. Software includes, without limitation, all user interfaces, all output and screen shots resulting from the operation of the Software, all images and the shadow board design. By installing and/or using any Software provided by the Licensor, You are (i) representing and warranting that you have power and authority to enter into this EULA; (ii) confirming Your acceptance of this agreement; and (iii) agreeing to become bound by the terms of this agreement. If you do not agree with the terms of this agreement, do not use the Software.

The Software is protected by national and international copyright and intellectual property laws and contains confidential information and trade secrets. The Software is licensed to You, not sold. The Licensor retains ownership of the Software and all rights not expressly granted to you in this agreement. You may use the Software *only in connection* with Your custom design of shadow boards to be manufactured and sold to You and/or Your affiliated companies *solely* by Licensor. UNDER NO CIRCUMSTANCES MAY THE SOFTWARE BE USED TO DESIGN, IN WHOLE OR IN PART, ANY PRODUCT THAT CONTAINS THE SAME OR SUBSTANTIALLY THE SAME FUNCTIONALITY AS A PRODUCT MANUFACTURED AND/OR SOLD BY THE LICENSOR WITHOUT THE LICENSOR’S EXPRESS WRITTEN CONSENT IN EACH INSTANCE.

The Licensor grants You a non-exclusive, non-transferable, royalty free, perpetual license to use the Software solely for the purposes and as provided herein. You may not use the Software in any manner for the design, in whole or in part, of shadow boards or similar products for manufacture by anyone other than Licensor. You may not modify, enhance, translate, reverse engineer, decompile, disassemble or copy the Software. You may not disable or block any rights management or control features of the Software. You may not create derivative works from the Software, nor may You rent, lease, allow third party’s to use, grant a security interest in, or otherwise transfer rights with respect to the Software. You may not remove any proprietary notices, labels or legal notices from the Software.

The Licensor has no obligation to provide customer support for the Software. Any customer support provided for the Software will be at the sole discretion of the Licensor and solely to advance the purposes contained herein.

Title, ownership rights, and intellectual property rights in the Software shall remain in the Licensor at all times. The license granted herein will terminate automatically if You fail to comply with the conditions described herein. On termination, You will no longer have the right to use or run the Software.

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. THE LICENSOR EXPRESSLY DISCLAIMS AS FAR AS LEGALLY PERMISSIBLE, ALL WARRANTIES RELATING TO THE SOFTWARE, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, NON-INFRINGEMENT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THE LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, SECURE OR ERROR-FREE. THE LICENSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS AND/OR SAVINGS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

THE ENTIRE LIABILITY OF THE LICENSOR, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO THE USE OF THE SOFTWARE OR ANY BREACH OF THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, FOR THE USE OF THE SOFTWARE. YOU HEREBY RELEASE THE LICENSOR FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. YOU AGREE THAT ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SOFTWARE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

YOU ARE SOLELY RESPONSIBLE FOR YOUR OPERATION OF THE SOFTWARE AND FOR SAVING AND/OR BACKING UP YOUR DESIGNS, DATA AND FILES. THE

LICENSOR IS NOT LIABLE FOR ANY INAPPROPRIATE OR ILLEGAL USE OF THE SOFTWARE.

Should the software prove defective, you agree to notify the licensor and licensor will, to the extent practicable and commercially reasonable, provide an alternative solution for designing your shadow board.

You shall not take any action that would violate, or cause the Software to be in violation of any applicable law of the United States or any other jurisdiction, including but not limited to the U.S. Foreign Corrupt Practices Act and all import and export laws, regulations and restrictions of the United States or any foreign agency or authority.

This agreement represents the complete agreement concerning this license. The Licensor may change the terms and conditions of this license at any time by posting or otherwise making available to You, the new license terms. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACE BY YOU FOR PRODUCT(S) MANUFACTURED AND/OR SOLD BY LICENSOR DOES NOT ALTER, AMEND OR SUPERCEDE THE TERMS SET FORTH HEREIN AS THEY RELATE TO THE SOFTWARE. If any provision of this agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Last updated: 03.10.2015