TEC-IT Datenverarbeitung GmbH
Standard License Terms valid from March, 1st 2025

1. Scope and Definitions

These license terms govern the rights and duties between you (thereafter called Licensee) and TEC-IT Datenverarbeitung GmbH, Hans-Wagner-Strasse 6, A-4400 Steyr/AUSTRIA (thereafter-called TEC-IT) regarding the download, the installation and the use of software provided by TEC-IT.

The term *Software* refers to all applications or computer programs in binary or in source-code form, any other machine-readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by TEC-IT, and any user manuals, programming guides and other documentation provided to the Licensee by TEC-IT under this agreement.

The term *Enterprise* is defined as each legal entity, including subsidiaries, in which this legal entity holds more than 50% of ownership. The term *Site* is defined as one legal unit of the Licensee's business at one postal address.

TEC-IT or their suppliers exclusively manufactured the Software. Any rights to the Software other than the license conditions stated herein remain undiminished for TEC-IT or their suppliers; the Licensee acquires no rights of any kind to the Software.

By downloading, installing or using the Software or parts of the Software, the Licensee accepts the terms of this agreement.

2. Demo License

By obtaining (e.g. by downloading) TEC-IT Software the Licensee is granted a <u>non-exclusive</u>, <u>non-transferable</u> right to use the Software for <u>evaluation purposes</u> <u>free of charge</u>, which expires automatically after <u>90 days</u>. This free 90 days trial period is called demo license.

Each owner of a demo license is obligated either to purchase one of the unrestricted licenses below within this 90-day period or to discontinue using the Software. Commercial or production use of a demo license is strictly forbidden.

3. Unrestricted License

On request TEC-IT grants one of the unrestricted licenses listed below by assigning a <u>license key</u> or by <u>written confirmation</u> (e.g. a license agreement or an invoice) to the Licensee. Thereby the Licensee acquires a <u>non-exclusive</u>, <u>non-transferable</u> and (except in the case of a subscription) <u>timely unlimited</u> right to use the Software according to the purchased license.

Depending on the Software the following licenses are available:

- *Single License* (also called *Workstation-License*)
  for the use of the Software on <u>exactly one computer</u>, limited to <u>one concurrent user</u>. The usage over a network (LAN/WAN) for several users including http-based applications is explicitly excluded. For this type of licenses the so-called System-ID is required to compute the license key. If the System-ID changes (e.g. due to machine replacement) TEC-IT will submit a new license key free of charge.

- *Workgroup-License*
  for the use of the Software on several computers within one Site, however limited to a maximum of <u>10 concurrent installations</u> or <u>10 concurrent users</u>.

- *Office-License*
  for the use of the Software on several computers within one Site, however limited to a maximum of <u>100 concurrent installations</u> or <u>100 concurrent users</u>.

- *Site-License*
  for the use of the Software on several computers within one Site, however limited to a maximum of <u>250 concurrent installations</u> or <u>250 concurrent users</u>.

- *Enterprise-License* (also called *World-License)*
  for the use of the Software on several (or all) computers within several (or all) Sites of the Licensee's business <u>without any restrictions</u> regarding the number of installations or the number of users.

- *Developer-License* (also called *Unlimited-License*)
  for the <u>redistribution of the Software</u> as part of the Licensee's software application(s). The number of redistributions per license is limited to ten-thousand (10000) installations or to ten-thousand (10000) users in total. <u>Each developer</u> building applications with the Software needs <u>one Developer License</u> (for solely performing linking or building tasks an additional Developer-License is not required).

- *Web-License*
  for the use of the Software on <u>one computer (e.g. server)</u> for internet-, intranet and other http-based applications. The total number of users per license is limited to ten-thousand (10000). Each web-server instance needs one Web-License.

- *Server-License*
  for the use of the Software on the <u>specified number of computers (e.g. server)</u>.

- *Appliance-License*
  for the use of the Software on <u>one appliance</u> (ISD300, ISD400, ISD410 and TBarCode/Embedded).

- *Device-License*
  for the use of the Software on <u>exactly one computer</u> utilizing the specified maximum number of device connections.

4. Subscriptions

If the license is purchased as a subscription, the following terms apply:

WWW.TEC-IT.COM

TEC-IT Datenverarbeitung GmbH, A-4400 Steyr, Hans-Wagner-Strasse 6
office@tec-it.com   T ++43 (0)7252 72720
www.tec-it.com   F ++43 (0)7252 72720 77

1/3

The subscription is renewed automatically for another 12 months unless canceled via registered mail at least 3 months prior to expiration.

In the case of cancellation by the customer no refunds of the subscription fee will be granted for unused months. In the case of cancellation by TEC-IT a notice period of 3 months is agreed, already paid subscription fees for the current quarter or past quarters are not refunded.

5. License Keys, Distribution

The license key will be individually assigned and transferred to the Licensee and is to be treated confidentially. Passing the license key on to third party is strictly forbidden except for automatic licensing purposes as part of the Licensee's application according to the terms of the license. In each case the Licensee agrees to maintain maximum confidentiality for the license key (e.g. by protecting the embedding source-code in a suitable way).

Any use of a license key that was not directly issued by TEC-IT or one of their authorized resellers in connection with the Software is strictly forbidden.

The Licensee is not permitted in any way to make the Software or parts of the Software accessible to third party, to allow the use of the Software or parts of it, or to pass it on to third party under any title beyond the terms stated in this agreement. This includes, in addition to all parts of the Software, any supplements or improvements as well as additions of any kind that the Licensee receives from TEC-IT now or in the future. Any supplements or improvements made to the Software by the Licensee are to be made available to TEC-IT for unlimited use and free of charge.

6. Restrictions

The Licensee is permitted to use the Software only for legal purposes and according to the valid national or international regulations.

The Licensee is not allowed to use the Software to build or redistribute other software components or applications of any kind (for example DLL's, OCX, VBX, .NET Classes, Libraries, Beans, EXE's...) if their main purpose is comparable or similar to the main purpose of the Software itself (so called wrapping or re-wrapping).

When using the Software as part of an application the functionality of the API (Application Programming Interface) must not be accessible from outside of this application and the Software must not be useable apart from this application.

In each case it is forbidden to modify, to change or to patch the Software. It is not allowed to reverse-engineer, to disassemble or to decompile the Software.

7. Indemnification

TEC-IT shall indemnify, defend and hold harmless the Licensee with respect to any action brought against the Licensee to the extent that it is based on a claim that the Software infringes a copyright of a third party. However, the Licensee is obligated to notify TEC-IT promptly in writing and to include all useful information of any notice of such claim. TEC-IT shall have sole control of the defense of any action of such claim and all negotiations for its settlement.

8. Limited Warranty

TEC-IT warrants to the Licensee that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, the Software is provided "AS IS". The Licensee's exclusive remedy and TEC-IT's entire liability under this limited warranty will be at TEC-IT's option to replace the Software media or refund the fee paid for the Software. Any implied warranties on the Software are limited to 90 days. Some countries or states do not allow limitations on duration of an implied warranty, so the above may not apply to the Licensee. This limited warranty gives the Licensee specific legal rights. The Licensee may have others, which vary from state to state or from country to country.

TEC-IT reserves the right to replace any existing versions of the Software, to offer new Software or to discontinue existing Software at any time and without notice. TEC-IT will ensure the compatibility with subsequent Software versions and the validity of existing license keys beyond Software version boundaries when possible, however no claims can be made against TEC-IT in the event that the Software or the license key is not, no longer or not completely compatible with a prior version.

9. Disclaimer of Warranty

Unless specified in this agreement, all express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed, except to the extent that these disclaimers are held to be legally invalid.

10. Limitation of Liability

To the extent not prohibited by law, in no event will TEC-IT or its contractual partners be liable for any lost revenue, profit or data, or for special, indirect, consequential, incidental or punitive damages, however caused regardless of the theory of liability, arising out of or related to the use of or inability to use the Software, even if TEC-IT has been advised of or TEC-IT has pointed out the possibility of such damages. In no event will TEC-IT's liability to the Licensee, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by the Licensee for the Software or for the license keys under this agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. Some states or countries do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to the Licensee.

WWW.TEC-IT.COM

TEC-IT Datenverarbeitung GmbH, A-4400 Steyr, Hans-Wagner-Strasse 6
office@tec-it.com   T ++43 (0)7252 72720
www.tec-it.com   F ++43 (0)7252 72720 77

2/3

11. Governing Law

This agreement shall be construed and governed with the Laws of the Republic of Austria. No choice of law rules of any jurisdiction will apply and any claims being founded on laws of other states or countries are excluded. For any lawsuit relating to this agreement both parties submit to the jurisdiction of the court, having jurisdiction for the area of the city of Steyr, Austria under the Austrian laws with regard to the amount in dispute. With regard to claims against TEC-IT this court's jurisdiction is exclusive.

12. Final Provisions

The German edition of this agreement is the binding one; in case of different interpretations the agreement in German language overrules all other editions.

Should any term of this agreement be declared void or unenforceable by the court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof, as the economic aims remain accessible. The applicable terms may be replaced by terms with the most similar economic impact.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of the same or other rights or subsequent actions in the event of future breaches.

The current version of this agreement is available at https://www.tec-it.com and the provisions of this agreement constitute the entire agreement between the parties with respect to the licensing of the Software and supersede all prior agreements, oral or written, and all other communications relating thereto, including but not limited to, the terms of any shrink-wrap or click-wrap terms contained in the Software and any conflicting terms in Licensee's purchase order. No waiver, alteration, amendment or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound thereby.

© 1998-2025
TEC-IT Datenverarbeitung GmbH
Hans-Wagner-Strasse 6

A-4400 Steyr, Austria
t.: +43 (0)7252 72720
f.: +43 (0)7252 72720 77
office@tec-it.com
https://www.tec-it.com

TEC-IT Datenverarbeitung GmbH, A-4400 Steyr, Hans-Wagner-Strasse 6   3/3
office@tec-it.com   T ++43 (0)7252 72720
www.tec-it.com   F ++43 (0)7252 72720 77