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FOR EVALUATION SOFTWARE (AS IDENTIFIED IN SECTION 4), LIVECYCLE SDK COMPONENTS, AEM FORMS SDK COMPONENTS, FONT SOFTWARE CONVERTED INTO OTHER FORMATS, OR TO SOFTWARE THAT HAS BEEN ALTERED BY LICENSEE, TO THE EXTENT SUCH ALTERATION CAUSED A DEFECT SHALL APPLY SECTION 9.

14.2.2 Licensee is required to take all reasonable measures to avoid and reduce damages, in particular to make backup copies of the Software and Licensee's computer data subject to the provisions of this agreement.

14.3 Eclipse Code. This Software may contain Eclipse code provided by the Eclipse Foundation ("Eclipse Code"). On behalf of Contributors to such Eclipse Code, PROSTEP hereby: (i) disclaims any and all warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose with respect to such Eclipse Code and any and all derivative works thereof, (ii) disclaims any liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits, and (iii) represents that any provisions in this License Agreement that differ from the Eclipse Public License under which PROSTEP licensed the Eclipse Code, are offered by PROSTEP alone and not by any other party. The source code for the Eclipse Code as contained in this Software may be obtained by the Licensee as described in a "Read Me" to the Software or at <http://www.prostep.com>. PROSTEP provides the Eclipse Code as is, without warranty or support from PROSTEP.

15. Term and Termination

This Agreement shall remain in effect until any material breach of this Agreement by Licensee occurs, upon which this Agreement shall automatically terminate. Upon termination of this Agreement for any reason, Licensee shall discontinue use of the Software and shall destroy the Software, Documentation and all copies thereto. Termination shall not, however, relieve either party of obligations incurred prior to the termination. The following Sections shall survive termination of this Agreement: 1 (Definitions), 5 (Intellectual Property Rights), 6 (Confidentiality), 8.2 (Disclaimer), 9 (Limitation of Liability), 10 (Governing Law), 11 (General Provisions), 12 (Notice to U.S. Government End Users), 14 (Specific Provisions and Exceptions), and 15 (Term and Termination).

16. Third-Party Beneficiary

Licensee acknowledges and agrees that PROSTEP's licensors (and/or PROSTEP if Licensee obtained the Software from any party other than PROSTEP) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or PROSTEP. If Licensee has any questions regarding this agreement or if Licensee wishes to request any information from PROSTEP please use the address and contact information included with this product to contact the PROSTEP office serving Licensee's jurisdiction. Adobe, Flex, LiveCycle and AEM Forms are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. All other trademarks are the property of their respective owners.

17. Software Maintenance

In the case that the Licensee and PROSTEP have entered into a contract governing the maintenance of the purchased software, the following additional regulations shall apply:

17.1 PROSTEP shall receive error reports from the Licensee by email or telephone during the following business hours:

Monday – Friday 09.00 am to 5.00 pm, except on bank holidays at the location of PROSTEP. Outside of the indicated hours, problems may be reported via answering machine or email.

17.2

Priority	<u>Criteria for allocation to the priority groups</u>	Response time (in hours) until contact
1	<u>Errors preventing operation:</u> Errors that lead to repeated system crashes or system failures with not only a short duration, to losses of data or data inconsistencies and in this way prevent an economically reasonable usage of the entire system by the Licensee.	4
2	<u>Errors impeding operation:</u> Severe error or severe deviation from the functionality agreed upon, which significantly impede the usage of the entire system or individual parts of the system for a longer period of time and in this way result in a significant limitation of the economically reasonable usage of the entire system for not only a short period of time and for which there is no appropriate workaround available.	6
3	<u>Errors impeding operation, with temporary workaround:</u> Errors corresponding to priority 2, but which may be solved temporarily by appropriate manual interferences or the provision of a temporary software solution.	12
4	<u>Other errors:</u> Errors that do not or not significantly limit the usability of the entire system.	24

17.3 After a due error report by the Licensee, PROSTEP shall allocate the error to one of the priority groups indicated in section 2, assign a ticketing number, confirm vis-à-vis the Licensee the acceptance of the error by email, and contact the Licensee within the response times indicated in section 2. The availability of the Licensee via the telephone number or email address agreed upon shall be a requirement for the compliance with the response time.

17.4 "Response time" shall be understood as the time that passes between the acceptance of the error by PROSTEP and the Licensee being contacted by a technical expert from PROSTEP. The response times shall run only during the business hours indicated in section 1. Error removal services shall only be performed during these business hours.

17.5 In the case that the Licensee purchases further licenses regarding the software to be maintained, these shall be included in the contract and the remuneration shall be adjusted accordingly. PROSTEP shall send to the Licensee a contract that was amended accordingly.

17.6 PROSTEP shall be permitted to change the provisions of the software maintenance, whereby an announcement period of 60 days shall be observed. The Licensee shall be entitled to terminate the contract for cause as of the end of the next possible quarter within 60 days after the receipt of the changed provisions. In the case that the Licensee does not terminate the contract, the new software maintenance provisions shall apply as from the time indicated in the announcement. In the case that the Licensee terminates the contract, PROSTEP shall refund any remuneration already paid for a period after the time as of which the contract has been terminated; any further rights shall be excluded.

18. Software Lease

In the case that the Licensee leases PROSTEP PDF Generator 3D for Adobe LiveCycle and for AEM Forms Software, the following additional regulations shall apply:

18.1 The lease contract concerning the software described in the quotation shall include the maintenance of the software (§ 18).

18.2 The contract shall have duration of one year and shall automatically be extended by another year, unless one of both contractual partners terminates the contract as of the end of the month, whereby a notice period of three months shall be observed.

18.3 The right of a termination for cause shall remain reserved. A prior warning of it shall be given in writing, whereby the reason for the termination shall be indicated and an appropriate period for the removal of the reason for the termination shall be fixed. Such causes shall particularly be unforeseeable errors preventing the operation or significant errors impeding the operation of the software without a reasonable workaround, that may not be removed, delays of payments of the Licensee by more than six weeks, the opening of insolvency proceedings regarding the assets of a contractual partner or the rejection of the opening due to the lack of assets.

18.4 Every termination shall only be valid when made in writing.

18.5 After the termination of the contractual relationship, the Licensee shall be obliged – at PROSTEP's option – to return the software to PROSTEP or to delete the provided programmes and to destroy the submitted manuals as well as any other material possibly submitted to the Licensee. The Licensee must confirm this to PROSTEP in writing. Any usage of the software after the termination of the contractual relationship shall be prohibited.

18.6 The installation of the software is not part of the delivery obligations of PROSTEP. Additional support services such as the installation of the software or the training of the Licensee's employees are to be agreed separately in a project contract.

19. Hotline Contract

In the case that the Licensee and PROSTEP have entered into a hotline contract, the following additional regulations shall apply:

The subject matter of the hotline contract shall be the provision of a service contingent in accordance with the quotation at the PROSTEP hotline regarding the PROSTEP software products installed on the Licensee's systems and indicated in the hotline contract. In that context, the support service level Gold shall include both telephone and online support.