



# Software License Agreement Instore Solutions GmbH

The use of our software solutions are subject to the following license conditions. This applies to the purchase as well as to the rental or test and transfer of all software components.

## I. Rights of use

1. Unless otherwise agreed, INSTORE SOLUTIONS grants the CLIENT a right to use (license) of its software programs (hereinafter referred to as "SOFTWARE"), which is not subject to a time limit and is not exclusive. The CLIENT is not entitled to receive the SOFTWARE source code.
2. The license entitles the customer to use the SOFTWARE within the scope of the agreed and normal use. This includes installing the SOFTWARE on the agreed number of devices, loading the SOFTWARE into its internal memory and its processes. The license does not extend to other types of use. In particular, the customer may not make any changes and translations or further reproductions of the SOFTWARE, not even partially or temporarily, of any kind and with whatever means. The printing of the program code also represents an impermissible duplication. INSTORE SOLUTIONS can conduct changes to the SOFTWARE that can not be refused in good faith.
3. Additional license fees are payable for the use of the provided SOFTWARE on additional workstations and / or devices. The use of the SOFTWARE on so-called multi-user systems or in a network environment with multiple users is only permitted on the basis of a separate agreement and only against payment of the corresponding enterprise license.
4. INSTORE SOLUTIONS is the owner of all industrial property rights and copyrights to the SOFTWARE and the associated user documentation, or has the corresponding general license of the owner to pass on these rights. References to copyrights or other industrial property rights located on or in the SOFTWARE may not be changed, removed or otherwise made unrecognizable.
5. The customer may not rent or lend the SOFTWARE without consultation. A transfer of the license to the SOFTWARE to a third party is only permitted after prior confirmation by INSTORE SOLUTIONS in writing and only if the third party agrees to these conditions in writing and if the customer does not retain any copies of the SOFTWARE (including any previous versions). The customer may neither reverse engineer, decompile nor disassemble the SOFTWARE.

## II. Warranty

1. INSTORE SOLUTIONS guarantees - in accordance with the national legal regulations, that the SOFTWARE complies with the specifications listed by INSTORE SOLUTIONS in the associated program documentation and that it has been created with the necessary care and expertise. Nevertheless, according to the current state of the art, it is not possible to completely exclude software errors.



2. INSTORE SOLUTIONS will correct errors in the SOFTWARE that not only negligibly impair the intended use. Depending on the significance of the error, INSTORE SOLUTIONS chooses to correct the error by delivering an improved version of SOFTWARE or by providing information on how to remedy or circumvent the effects of the error. The customer is obliged to accept a new version of SOFTWARE offered by INSTORE SOLUTIONS as part of the error correction, unless this leads to unreasonable adjustment and conversion problems for him.

3. The SOFTWARE was created for certain versions of the Android and Windows® operating systems. INSTORE SOLUTIONS naturally endeavors to ensure that the SOFTWARE also runs on future versions of these operating systems. However, INSTORE SOLUTIONS cannot guarantee this.

4. If the error correction fails, the customer has the right to demand a reduction in the license fee or to withdraw from the contract free of charge from the time the error occurred or the impossibility of using the SOFTWARE. Upon withdrawal, and if applicable as such, the customer will return the respective data carrier with the SOFTWARE and the associated documentation to INSTORE SOLUTIONS, uninstall the SOFTWARE from all its devices within a maximum period of four weeks after the impossibility of using the SOFTWARE has been agreed upon, and destroy any copies of SOFTWARE archived.

4. The warranty period is 6 months from delivery of the SOFTWARE

### **III. Liability.**

1. INSTORE SOLUTIONS is liable for damages caused by a lack of guaranteed properties of the SOFTWARE, as well as for damages that were caused intentionally or through gross negligence.

2. INSTORE SOLUTIONS is not liable for damage caused by slight negligence. However, in the event of a slightly negligent breach of essential contractual obligations, it shall be liable for direct damage up to an amount equal to twice the license fee paid by the customer during the 12 months' period preceding the event. In the case of negligence, INSTORE SOLUTIONS is not liable for indirect and consequential damages (especially loss of profit and loss of production).

3. INSTORE SOLUTIONS is not liable for the retrieval of data, unless INSTORE SOLUTIONS caused their destruction through gross negligence, or intentionally, and the customer has ensured that this data can be reconstructed from data material that is provided in machine-readable form with reasonable effort.

4. The CUSTOMER is aware that, within the scope of its obligation to mitigate damage, it must regularly back up its data and, in the event of a suspected SOFTWARE error, must take all reasonable additional security measures.

### **IV. Software maintenance**

The maintenance of the SOFTWARE is subject exclusively to the provisions of a separate SOFTWARE maintenance contract ("service contract"), unless this is expressly included in the monthly license fees.



## **V. Other provisions**

1. Any additional agreements to this license agreement are only effective if they have been confirmed in writing by INSTORE SOLUTIONS. This also applies to the cancellation of this provision.
2. This contract is subject to Swiss law. The place of jurisdiction for all disputes arising from and in connection with this contract is Zug.
3. The CLIENT is not entitled to offset this agreement and the resulting claims with other agreements. The CUSTOMER also has rights of retention.
4. Should individual provisions of this contract be or become invalid or void, this does not affect the validity of the remaining provisions of this contract. The parties undertake to replace ineffective or void provisions with new provisions that do justice to the legal economic content contained in the ineffective or void provisions.

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