

## GENERAL TERMS AND CONDITIONS

### of Holo-Light USA Inc.

#### **1 Scope of Application:**

- 1.1. Holo-Light USA Inc., a North Carolina corporation, (hereinafter abbreviated to Holo-Light) sells licenses to Holo-light's proprietary software products and in connection with such licenses may produce software for the Client(s) based on works and service contracts. These General Terms and Conditions shall apply to all sales by Holo-Light of its products and services, whether by Client's acceptance of Holo-Light's proposal or quotation, purchase orders issued by Client in response to a Holo-Light proposal or quotation or otherwise, or other agreement, either directly through Holo-Light or any Holo-Light authorized resellers (each an "Order") and whether or not expressly referenced in any Order. These Terms with the Order comprise the "Agreement". The Client and Holo-Light may be referred to herein as the "Contract Parties" and each a "Contract Party".
- 1.2. Other contractual terms of any nature, in particular the Client's own terms as may be attached to an Order or other Client documentation are hereby deemed objected to without need of further notice and shall be of no binding legal effect whatsoever, even if Holo-Light performs the contract.

Conditions and/or supplements and/or amendments to this Agreement shall only be legally effective with express written confirmation from Holo-Light.

- 1.3. These General Terms and Conditions may be amended by Holo-Light at any time in its sole discretion. The then-current General Terms and Conditions shall apply for future Orders between Holo-Light and the Client, even if no explicit reference is made to them. Holo-Light will make reasonable efforts to provide notice of any such amendments, either by notice to Client or by posting the new Terms and Conditions on the Holo-Light website. Any amendment shall be deemed accepted by the Client unless the Client objects to it in writing within four weeks of the notification of the amendment to the Terms and Conditions.
- 1.4. **2. Conclusion of Contracts:**
  - 2.1. Quotations by Holo-Light are always subject to change and non-binding and do not oblige Holo-Light to provide the service. A contract between Holo-Light and the Client shall not be valid until a written Order confirmation is received from Holo-Light or until Holo-Light renders it valid by performing the contract.
  - 2.2. The specifications in Holo-Light's Quotation or Order confirmation and/or an individual contract underlying it solely determine the specifications of the Agreement ("Specifications"), , not the Client's specifications in the Order

- placement.
- 2.3. Where Holo-Light performs development and programming activities per the Specifications and/or incorporates existing computer programs or other third-party and/or Client technical components into in-house developments to be made by Holo-Light, and/or adapts its own developments to prescribed components and technical specifications, Holo-Light shall have no responsibility or liability for the technical and legal properties of such third-party components. In this regard, Holo-Light is not obliged to assess the suitability of such third-party components. On the contrary, article 2.4 of these General Terms and Conditions applies explicitly in this context. Client shall be solely responsible for ensuring that it has all rights and licenses in and to all third party software, components and technology as required for Holo-Light's performance of the Agreement.
- 2.4. Holo-Light shall have no responsibility for software, databases, networks and/or other products or documents it did not produce that precede the services subject to the Agreement, up to an interface defined in the Order. In particular, the Client confirms the suitability of software, databases, networks and/or other products or documents, provided by it or a third party, in the event of use by Holo-Light, if they are required to perform the Order. Holo-Light shall have no liability for such software, databases, networks and/or other products or documents and information provided by the Client. Holo-Light also has no separate obligation to review these items.
- 2.5. Where Holo-Light produces test programs, project descriptions, sketches, samples, documentation or similar materials to complete the Order, and makes them available to the Client, such documents and/or documentation neither imply an express nor implicit assurance of resulting properties, nor do they represent an extension/modification of Agreement, unless Holo-Light and the Client reach a separate written agreement on this.

### **3. Concept, Order Processing and Duty of Cooperation of the Client:**

- 3.1. Client shall be responsible for providing all necessary requirements, information, documents and other resources required to complete the Order. This represents the binding basis for Quotation and Order placement and contains the full requirements profile of the Client for the Order placed with Holo-Light. If any such requirements or information prove to be incorrect or if Client wishes to change any such requirements, a written amendment to the Order, including any addition fees, must be agreed to by Holo-Light.
- 3.2. Where these requirements for software are not made available independently and/or fully by the customer, Holo-Light agrees to review the requirements profile and/or produce Specifications document for Client approval, subject to a fee and subject to a separate Order for this service. Such Specifications produced jointly and/or exclusively by Holo-Light must be reviewed by the Client and approved in writing and shall form the binding legal basis for the Quotation by Holo-Light. Upon approval of the Specification by the Client, Holo-Light shall have no liability for failure of the

Specification to meet Client's requirements.

- 3.3. Holo-Light shall have the right to determine the manner, means and methods for performance of the contractually agreed services and to in accordance with its own methodologies within the normal working time and in the usual way for such work performed by Holo-Light. At its own discretion, Holo-Light is also entitled to utilize third parties to provide the contractually agreed services.

Every change to the service provision, whether on request by the Client and/or due to special circumstances, shall entitle Holo-Light to claim resulting additional costs incurred by the change.

- 3.4. Changes requested by the Client and/or extensions relative to services to be provided by Holo-Light in accordance with the Agreement must be notified separately in writing by the Client, and confirmed by Holo-Light in writing in the event of provision of such changed/extended services. Where such a changed and/or supplemented order placement results in changed prices and deadlines, Holo-Light is entitled to claim them on Order confirmation which shall be deemed accepted by the Client if not objected to in writing within five (5) days.

Furthermore, Holo-Light is entitled to refuse to implement such changes and/or extensions, if they result in fundamental amendments to the services and/or are neither reasonable nor feasible. In the event of a failure to reach agreement on amendments/extensions requested by the Client, Holo-Light is entitled to fulfill the Order placed in accordance with the Original Order and Agreement.

- 3.5. If it becomes clear as part of services to be provided by Holo-Light that performance of the Order in accordance with the Specifications and Order content is factually, technically or legally impossible or the assumptions on which the Quotation was reasonably based, Holo-Light is obliged to inform the Client immediately. If the Client does not change the performance description after receiving such notification from Holo-Light, and/or fails to create the conditions which permit performance of the service in accordance with the Agreement, Holo-Light is also entitled to suspend performance. Should the impossibility to provide the service be the consequence of a failure on the part of the Client and/or a retrospective amendment/supplement to the scope of the service by the Client, Holo-Light is also entitled to terminate the Agreement. All services provided by Holo-Light prior to termination must be paid for by the Client in accordance with the Agreement.
- 3.6. All (further) services of Holo-Light, which are also claimed in addition to the agreed scope of services, must be paid for separately by the Client.
- 3.7. Holo-Light shall not be obligated – without a separately agreed fee – to provide system documents, in particular a user manual and/or similar documents nor training courses.

3.8. Holo-Light has the right to perform services for third parties during and after the term of the Agreement, including services for third parties that may compete with Client's products or services.

**4. Performance Schedule, Deadlines, Delays:**

4.1. Any performance schedule and deadlines set forth in the Quotation or Agreement are estimates only and are non-binding unless expressly specified otherwise. Where a confirmed performance schedule was agreed, this does not represent a fixed delivery date. Partial deliveries and advance deliveries are expressly permitted.

4.2. If a defined performance schedule is exceeded by more than three months, the Client may notify Holo-Light that Holo-Light shall have a period of grace of at least four weeks to complete the applicable services milestone or Order. If this period of grace expires prior to Holo-Light's completion of the applicable milestone or Order, the Client is entitled to terminate in writing the Agreement; provided that the Client shall remain obligated to pay Holo-Light for its performance through the date of termination.

4.3. If Holo-Light's performance is delayed for reasons for which it is not responsible or which it could not have foreseen, or if events which cannot be prevented with reasonable resources exist (each a "Force Majeure Event"), the obligations of Holo-Light under the Agreement shall be deemed suspended for the respective duration and/or the scope of the Force Majeure Event, and the agreed schedule shall be extended by the period during which the Force Majeure Event persists. Force Majeure Events include without limitation terrorism, official governmental orders and measures, labor disputes, public health crises, unforeseeable failure of advance deliveries essential to the provision of the service and/or similar events. Either of the Contract Parties shall be entitled to terminate the Agreement until after a delay period of nine months from the original performance schedule, and such termination will be the Client's sole remedy for the failure or delay in performance by Holo-Light due to a Force Majeure Event. Upon any termination due to a Force Majeure Event, Holo-Light is entitled to invoice the Client and the Client shall be obligated to pay for services provided to it through the date of termination.

4.4. Where the contractual performance to be provided by Holo-Light cannot be provided for reasons for which the Client is responsible, including the Client's failure to pay fees when due, Holo-Light is entitled to terminate the Agreement after setting a period of grace of at least four weeks. Work performed through the date of termination by Holo-Light must be paid for by the Client. In addition to this, Holo-Light is entitled, in addition to compensation from the Client for work already performed, the Client shall pay a termination fee equal to 40% of the agreed Agreement value as a minimum compensation from the Client. which shall not be deemed a penalty but a reasonable estimate of Holo-Light's potential losses for such termination. Moreover, Holo-Light is entitled to claim additional compensation for damages.

## **5. Cooperation of the Client:**

- 5.1. The Client must provide Holo-Light in good time and at its own expense with all information, data and documents required to perform the Agreement as requested by Holo-Light.
- 5.2. Furthermore, the Client is obliged to take all measures which are required and expedient for the fulfillment of the Order. In particular, the Client shall support Holo-Light free of charge in performing the contract, in particular by cooperating with Holo-Light in any tests, acceptances, problem analyses and troubleshooting and providing timely approvals and reviews. If Holo-Light is providing services on site at the Client's facility, the Client will also provide access to its employees, workspace, an appropriate IT environment and other office and administrative facilities and supplies conducive to performance of the services.
- 5.3. Where the Client provides Holo-Light with data and program source code in particular, the Client must back these up such that this data and program source code can be reconstructed if necessary. Holo-Light shall have no liability for any loss, damage or corruption of such data or code while in its possession or on its systems.
- 5.4. The Client shall assess all programs/software delivered to it by Holo-Light in accordance with agreed upon acceptance criteria or the Specifications for freedom from material defects and usability (test run), before using the programs/software created by Holo-Light commercially and/or operatively. In particular, the Client accepts responsibility for taking precautions in case the software provided by Holo-Light does not function properly and the Client shall be responsible for all use of the software in a live production setting. The Client must make full data back-ups in advance and on an ongoing basis to enable it to reproduce this data in the event of problems and/or loss/damage of data.
- 5.5. Should the Client fail to comply with its duties of cooperation, or does not do so fully in the prescribed time frame, providing the technical framework and staff required, all Services already provided by Holo-Light shall be deemed accepted. Alternatively, Holo-Light is entitled to withhold Services and invoice any additional expenses incurred in such an event separately.

## **6. Transfer of Risk:**

- 6.1. Unless otherwise agreed, the Client shall have three business days to test and accept any services provided, including any milestone or progress deliveries.
- 6.2. A joint test must be performed by the Client and Holo-Light for the acceptance, which must be documented in a written report. This report must detail the agreed test cases, functional tests performed and any defects found.

- 6.3. If the Client fails to notify Holo-Light of any material non-conformance of the delivered services within five (5) business days of delivery, the Client shall be deemed to have accepted the services..

## **7. Warranty:**

- 7.1. The warranty period is six months from the delivery of the services or software. When this period expires, all warranty claims vis-à-vis Holo-Light shall be void. The Client shall bear the burden of proof for all qualifying criteria when asserting a warranty claim, in particular for the defect itself, the time an error is found and the punctuality of the complaint.
- 7.2. The Client shall assess all services provided by Holo-Light without delay and report defects immediately in writing including a detailed description. In the event of a defect subject to the warranty, Holo-Light shall, at its own discretion and as the Client's sole remedy, replace the defective delivery or service and/or rectify it and/or reduce the price appropriately.
- 7.3. The warranty does not cover to the replacement of parts subject to natural wear, nor cover any errors or nonconformities resulting from improper use, operating errors by the Client and its employees, subsequent modifications to the deliveries and/or services from Holo-Light by the Client, its personnel or third parties, or other errors, faults, damages caused by the Client and/or its employees and/or third parties. The warranty does not cover errors resulting from improper wiring, insufficient power supply or air conditioning as well as failure to comply with safety provisions and transport damage or other conditions the Client provides.
- 7.4. Holo-Light is only obliged to provide warranty services if the Client has fully satisfied its payment obligations to Holo-Light in full. Warranty claims do not entitle the Client to withhold its payment obligations.
- 7.5. If Holo-Light is not able to rectify any nonconformity in the service or software in spite of repeated attempts and a period of grace of at least four weeks, the Client is entitled to terminate the Agreement with respect to the nonconforming services upon written notice and as the Client's sole remedy for such warranty claim.

## **8. Intellectual Property Rights:**

- 8.1. All copyrights and other intellectual property rights to all Holo-Light products, including all software, and all Services and deliverables (patents, trademarks, design protection, semi-conductor protection etc.) provided by Holo-Light to the Client, are the property of Holo-Light and/or its licensors, unless agreed otherwise in writing. If Client obtains any ownership rights in or to such software, Services or deliverables, Client hereby agrees to assign, and hereby does assign, to Holo-Light all such rights and interest.
- 8.2. The Client shall only receive a non-transferable right to use Services and deliverables after full payment of the agreed fee for the Client's internal business purposes and as part of the contractual specifications to the

extent of the number of licenses purchased at the agreed installation location. All software provided or licensed to the Client by Holo-Light shall be subject to the General Licensing Terms set forth on Exhibit A attached hereto and incorporated herein

- 8.3. Client shall not license, sublicense, resell, transfer, assign, distribute or otherwise make available the software, Services or deliverables to any third party.
- 8.4. The Client shall receive the subject of the contract in machine code and without further development documentation, and the Client shall not modify, erase, obscure or otherwise render illegible any copyright notes and/or the other legal reservations on such software or other materials provided by Holo-Light.
- 8.5. Holo-Light is not obligated to hand over the source code to the Client, neither for standard nor for custom software, under any circumstances. The source codes shall remain exclusively the Confidential Information and property of Holo-Light.
- 8.6. Holo-Light is also entitled to use results from the software development subject to this Agreement when developing software for other Clients and/or to allow other Clients to use it; provided that this shall not include any Confidential Information of Client.
- 8.7. The Client undertakes to only and exclusively use the software or deliverables of the Services in accordance with this Agreement, and to indemnify in full Holo-Light in particular against the legal consequences of any violations of intellectual property rights by the Client itself or third parties attributable to it. The indemnification obligation covers all liabilities arising to Holo-Light from such third-party claims, including without limitation all legal and defense costs.
- 8.8. Should third parties refer to or use the subject of the contract or other work results of Holo-Light, The Client shall notify Holo-Light immediately of any infringement of Holo-Light's intellectual property rights in the software and Services, and inform the third parties of Holo-Light's ownership of the intellectual property rights associated such software and Services.
- 8.9. Should disclosure of interfaces be required to facilitate interoperative use of the software by the Client, Holo-Light undertakes to perform the activities required in this context. If the Client decompiles the software, this must only and exclusively be done to establish interoperability as permitted under applicable law.

## **9. Documents:**

- 9.1. All quotations, plans, sketches, samples, implementation documents, other technical drawings/documents etc. produced by Holo-Light in relation to the performance of the order remain the intellectual property of Holo-Light and are subject to the intellectual property provisions in Article

8 accordingly.

**10. Restrictions on Use:**

10.1. Except as expressly granted herein, all rights to the Services, deliverables and Holo-Light software shall remain with Holo-Light and/or its licensors. Client shall not have the right to reproduce (other than for installation purposes as permitted herein), download, modify, or make derivative works of any Holo-Light software or services without the prior written approval by Holo-Light. Client shall not , use the Services, deliverables or software on hardware other than that subject to this Agreement. Client shall not reverse engineer, analyze, decompile or disassemble, or attempt any of the same, or otherwise attempt to discover the source code of any software delivered to Client hereunder without the subject of the contract without a written consent of Holo-Light.

10.3. If Holo-Light provides the Client with any third party software subject to licenses as part of the performance of the Order, the Client must comply with the corresponding software license terms of the respective owner of the rights to this software and any other terms related to such software or service including any terms of use. Such terms shall be provided to the Client either by Holo-Light and/or the Client shall be made aware of these conditions by identification of such software and/or notification of the corresponding links to the homepage of the software owner containing the terms of use.

10.4. Unless otherwise agreed with the Client, the Client shall receive nonexclusive, indefinite permission to use the custom software and other work results without geographic and material restrictions, with the exception of third party exploitation rights, after full payment of the agreed fee. If the Client permissibly edits any custom or other software deliverables from Holo-Light with authorization from Holo-Light, the Client must provide Holo-Light with a copy, in object code and source code, on request by Holo-Light, granting it all intellectual property rights known now and in the future in and to such modifications.

**11. Remuneration:**

11.1. All remunerations and fees are net prices in U.S. Dollars excluding any applicable sales, use or other taxes, which shall be payable by the Client, and shall remain valid until revoked. Prices stated in any Quotations are non-binding until agreed upon by Holo-Light in writing.

11.2. Costs of ancillary services, including associated expenses, such as travel/accommodation costs, expenses, per diems, flat rates for travel, and overtime payments shall be invoiced based on the costs incurred and paid separately by the Client.

11.3. Additional services, such as in particular updates, support, training and maintenance for any software or deliverables are excluded and shall be subject to a separate agreement between the parties and paid separately



– where such work is not performed to satisfy warranty claims as expressly set forth in this Agreement.

- 11.4. Invoices are due for payment promptly on receipt, whereby all payments must be made free of expenses and deductions. Client shall be responsible for all wire transfer and other payment fees.
- 11.5. Holo-Light is entitled to require down payments or other advance payment by the Client before providing the Services.
- 11.6. If the Client is required to pay in installments, delayed payment of any installment shall be deemed failure to comply with the due date, rendering the entire remaining amount payable due for full immediate payment.
- 11.7. If the Client fails to pay any amount when due, Holo-Light shall be entitled to recover from the Client all expenses, costs of collection, including attorneys' fee, incurred in enforcement or collection of amounts owed.
- 11.8. In the event the Client fails to pay any amount when due, Holo-Light is entitled to withhold fulfillment of all contractual obligations until all payment obligations of the Client have been fulfilled in full.
- 11.9. The Client must assert objections to invoice amounts in writing within seven days of the invoice date. If it fails to do so, the invoice amount shall be deemed recognized. The Client is not entitled to withhold payments. The Client shall not be entitled to offset any amounts due and payable hereunder, except against amounts actually owed to the Client by Holo-Light pursuant to a legally binding, court-mandated claim or claims expressly agreed upon by Holo-Light in writing.
- 11.12. Any amounts not paid when due shall bear interest at a rate of the lower of: (i) [1.5 %] per month, or (ii) the highest rate permissible under applicable law, until paid in full. All payments made by the Client shall be offset against the debt which occurred earliest such that payments are initially offset against the resulting costs, then the interest and the remainder against the fees due hereunder, regardless any instructions to the contrary by the Client.

## **12. Rectification of Defects:**

- 12.1. Holo-Light shall provide the services in accordance with this Agreement and generally accepted industry practices. However, Holo-Light cannot guarantee that its work results are and will remain accessible without interruptions, that the required connections (Internet) can always be established and the data stored and all factors remain unchanged.
- 12.2. The Client is obliged to report defects in the services and deliveries of Holo-Light without delay (but in any event with five business days) in writing, stating the causes where possible. Holo-Light undertakes to begin rectifying material defects within any periods stated in the maintenance agreement, if the Client has purchased maintenance services, and to

rectify the defect without undue delay. If the rectification of a defect is not covered by the contractual agreements or an existing maintenance agreement, Holo-Light shall only perform such maintenance services if commissioned separately in writing and in return for a separate fee.

12.3. If the Client is required to deploy a qualified employee (IT expert) for debugging work, the Client undertakes to cooperate and provide the necessary expert personnel. The Client must also ensure complete access to the affected IT system including hardware, as well as providing all access resources necessary (password, access cards etc.).

- 12.4. Defects in any software, services or deliverables due any actions or omissions of the Client or third parties consulted by the Client, and defects caused by computer viruses and/or similar technical procedures in the Client's systems, or due to failure on the part of the Client and/or third parties consulted by it to comply with guidelines or safety requirements issued by Holo-Light shall not be covered by the maintenance agreement.
- 12.5. Should remote maintenance of any software, services or deliverables be anticipated to result in interruptions and/or restrictions in the systems used by the Client, Holo- Light shall notify the Client. Such interruptions, as well as those due to technical, or other problems through no fault of Holo-Light, shall not be grounds for liability in any form whatsoever on the part of Holo-Light.

### **13. Liability:**

- 13.1. Unless restricted under applicable law, Holo-Light shall only be liable for direct damages due to intent or gross negligence, AND IN NO EVENT SHALL Holo- LIGHT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR NEGLIGENCE, LOST PROFITS OR ANY DAMAGES FROM THIRD-PARTY CLAIMS
- 13.2. Holo-Light shall not be liable for damages due to actions of third parties and/or force majeure.
- 13.3. IN NO EVENT SHALL HOLO-LIGHT'S AGGREGATE LIABILITY HEREUNDER EXCEED THE LOWER OF: (I) THE AMOUNTS PAID BY THE CLIENT TO HOLO-LIGHT WITHIN THE 12-MONTH PRECEDING THE EVENT UNDER THE APPLICABLE ORDER; OR (II) ONE THOUSAND DOLLARS (\$1,000USD).

### **14. Contract Term, Cancellation, Early Termination:**

- 14.1. For framework agreements (maintenance agreements) or other continuing obligations without defined contract expiry dates, each Contract Party can terminate the contract with three months' written notice. This termination option shall be available to the parties for the first time at the end of the calendar year following the commencement of the contract.
- 14.2. Holo-Light is entitled to terminate the contract with immediate effect for

good reason. Good reasons include the following in particular:

- a. Circumstances under the responsibility of the Client which render performance of the service impossible, and in which the delay persists for more than four weeks following written notice,
- b. If the Client materially breaches any of its obligations, representations or promises in this Agreement, including payment obligations and/or duties of cooperation, and fails to cure such breach within seven working days following written notice,
- c. If there are justified concerns regarding the solvency of the Client, and the Client fails to make the appropriate advance payments or provide collateral or other assurances satisfactory to Holo-Light,
- d. If insolvency proceedings are instigated with regard to the Client's assets or are rejected for lack of assets, or an out-of-court settlement procedure takes place,
- e. If a circumstance described in articles 4.4., 8.3. and 10.4. exists.

## **15. Confidentiality and Privacy:**

- 15.1. The Client expressly consents to processing of its data in relation to the present order, i.e. source code documentation and similar data, by Holo-Light when providing the Services, and sending of this data to companies cooperating with Holo-Light in the performance the present contract, where this is required for such companies to contribute to fulfilling the order. The Client can withdraw this consent at any time in writing, but acknowledges that in such event certain Services may be unavailable or may not function correctly and Holo-Light shall have no liability in respect thereto..
- 15.2. Each of the Contract Parties undertakes to treat as confidential all information and documents identified as confidential that it receives and/or becomes aware of from the respective other Contract Party when implementing the contract, or those that contain company or business secrets, and require all employees responsible for performing the order and any third parties consulted to do so also.
- 15.3. This duty of confidentiality shall not apply if a Contract Partner is required to provide access to such information to authorities and/or courts. The duty of confidentiality shall survive any termination or expiration of this Agreement for a period of seven (7) years.

## **16. General Provisions:**

- 16.1. The agreement of deviating provisions and/or contract supplements or amendments must be made in writing and signed by both Contract Parties to be effective.
- 16.2. Electronic contract declarations and other legally significant electronic declarations and electronic confirmations of receipt shall be deemed received when the other Contract Party, for whom such declarations are intended, can access them under normal circumstances. The time of

receipt in accordance with this provision is the determining factor for timeliness and effectiveness of declarations.

- 16.3. Each Party must report legally relevant changes, such as the address, company name, contact etc. promptly. If such notification does not occur, documents shall be deemed received by the respective other Contract Partner when they are sent to the respective other Contract Party at the last address provided, the last provided name and the last person responsible involved.
- 16.4. Should individual terms of these General Terms and Conditions be or become inadmissible, this shall not affect the validity of the other provisions. The inadmissible or invalid provision shall be replaced by one as close as possible to the commercial purpose of the invalid or inadmissible provision and the outcome intended by the Contract Parties. The above provisions on the severability clause apply accordingly in the event of loopholes.
- 16.5. All legal relationships between Holo-Light and the Client are subject to the laws of the United States and the State of North Carolina to the exclusion of the choice of law rules and the UN CISG.
- 16.6. The exclusive legal venue for disputes is the materially competent court in Innsbruck. However, at its own discretion, Holo-Light is also entitled to file suit against the Client at any other court of competent jurisdiction e for the Client.
- 16.7. The Client agrees that any violation of Holo-Light's intellectual property rights or of the Client's confidentiality obligations would cause irreparable harm to Holo-Light, for which money damages would not be sufficient. Accordingly, the Client agrees that in addition to any other rights and remedies available to Holo-Light at law or in equity, Holo-Light shall have the right to injunctive relief from any court of competent jurisdiction and without requirement to post bond or other security to prevent or stop any breach of such rights or obligations.
- 16.8 Holo-Light shall be entitled to assign this Agreement and any Order to an Affiliate, successor or other third party with notice to the Client. The Client shall not be entitled to assign this Agreement or any Oder to a third party or Affiliate without the prior written consent of Holo-Light.

## Exhibit A

### **GENERAL LICENSING TERMS (B2B) of Holo-Light USA, Inc.**

#### **1 Introduction**

- 1.1 The solutions developed by Holo-Light are essentially available in the form of both standardized and customized packages. Usage rights shall be specifically granted by Holo-Light as the “**LICENSOR**” with which the relevant customer or client, hereinafter the “**LICENSEE**”, has concluded a contract for the acquisition of usage rights/software licenses.
- 1.3 Any usage rights over the software created and/or distributed by the LICENSOR and/or provided to the customer/client, hereinafter the “**SOFTWARE**”, shall be granted exclusively on the basis of these licensing terms, hereinafter the “**LICENSING TERMS**”, provided that no separate agreements are expressly referred to in these LICENSING TERMS.

#### **2 Definitions**

<b>Term</b>	<b>Definition / Definition in</b>
DOCUMENTATION	User documentation and explanatory material for end users relating to the SOFTWARE insofar as it is provided on a contractual basis.
USAGE	The receipt, storage, installation, execution, display or loading of the SOFTWARE in/on the primary memory of an end device or any other extraction of a benefit from the SOFTWARE.
SOFTWARE	See 1.3. The SOURCE CODE for the SOFTWARE shall not be a component of the SOFTWARE within the meaning of these Licensing Terms.
SOURCE CODE	The program code written in a human-readable programming language for or in connection with the SOFTWARE including related system documentation and comments.

#### **3 Licensing Terms**

- 3.1 As a result of the initial USAGE of the SOFTWARE, the LICENSEE shall be subject to these LICENSING TERMS and shall acknowledge that all USAGE of the SOFTWARE shall be subject to these LICENSING TERMS.
- 3.2 If the LICENSEE does not agree with the validity or content of these LICENSING TERMS, it shall be prohibited from all USAGE of the SOFTWARE.
- 3.3 Any waiver or amendment of individual provisions or all of the provisions of these

LICENSING TERMS shall be possible and valid only by means of express written agreement between the LICENSEE and the LICENSOR with explicit reference to the incompatibility and waiver of the incompatible provisions of these LICENSING TERMS and the continued validity of the remaining provisions of these LICENSING TERMS. Where such requirements regarding validity are fulfilled, such special agreements shall take precedence over the provisions of these LICENSING TERMS.

- 3.4 Where the LICENSOR integrates software developed by third parties into the SOFTWARE, that third-party software may be subject to separate licensing terms which shall, where applicable, be brought to the LICENSEE's attention separately. Licenses for third-party software integrated into the SOFTWARE or connected to the SOFTWARE by the LICENSOR at the request of the LICENSEE shall be acquired by the LICENSEE to the required extent and shall be the sole responsibility of the LICENSEE. In no event shall the LICENSOR have any liability for such third party software requested by the LICENSEE.

#### **4 License**

- 4.1 The SOFTWARE is licensed, not sold.

- 4.2 Provided that and on condition that the LICENSEE complies with the provisions of these LICENSING TERMS and other agreements between the LICENSOR and the LICENSEE, including the payment of all applicable fees, the LICENSOR shall grant the LICENSEE the non-exclusive and non-transferable right (simple usage permission) to use

- one (1) copy of the SOFTWARE, unless contractually agreed otherwise,
- with the existing (where necessary, separately contractually agreed) range of functions,
- on one (1) end device, unless separately agreed otherwise,
- for the purpose defined by the contractually required range of functions, and
- for the contractually agreed usage period and/or, if no such usage period has been specified, for a period of 12 months

in accordance with these LICENSING TERMS.

- 4.3 Any rights in the SOFTWARE, parts of the SOFTWARE or modifications to the SOFTWARE not explicitly granted to the LICENSEE shall be exclusively those of the LICENSOR and the LICENSOR hereby expressly reserves all such rights.

- 4.4 The LICENSEE shall not be entitled to and shall be explicitly prohibited from

- 4.4.1. circumventing, bypassing or removing any technical protective measures used in connection with the SOFTWARE or associated therewith;
- 4.4.2. publishing, copying, hiring out, leasing, selling, exporting, importing, distributing, lending out or surrendering in any other way the SOFTWARE to third parties, except for the intended execution for demonstration purposes on an end device of the LICENSEE;
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