

## ONEVISION SOFTWARE AG'S GENERAL TERMS AND CONDITIONS FOR ITS CLOUD KEY SERVICE

The undersigned legal entity (hereinafter "Customer") is a customer of OneVision Software AG (hereinafter "OneVision") and as such has the option to replace its Production Hardware Key with OneVision's "Cloud Key Service" technology.

Customers who have been licensed with a Hardware Key also have the option of switching to the Cloud Key Service. Such a switch requires the payment of a one-time administrative fee to OneVision. The amount payable to OneVision varies, depending on whether or not the respective licenses are under service at the time of the switch.

In cases where a customer would like to switch from the Cloud Key Service back to a Hardware Key (or vice versa) such switch will also require the payment of a one-time administration fee to OneVision. The amount to be paid is again dependent upon whether or not the respective license is under service at the time of the switch.

If you would like to receive more detailed information regarding the administration fees, please do not hesitate to contact your OneVision sales representative for further details.

Notwithstanding the admin fees mentioned above please note that the Cloud Key Service is offered by OneVision at its own discretion and at no additional cost to its customers. As such OneVision reserves the right to modify and/or terminate this service at its own discretion by providing prior written notice of at least thirty (30) days to Customer. If the Cloud Key Service will be discontinued by OneVision Customer will be provided with a physical dongle and corresponding license file that will enable Customer to continue using the products licensed from OneVision even after access to the Cloud Key Service has been terminated.

### **Please note:**

OneVision does not warrant, represent or undertake a specific minimum availability or "up-time" of the Cloud Key Service since the uninterrupted availability of this service is subject to several external factors that are outside of OneVision's sphere of influence. Therefore, OneVision cannot be held responsible and will not be liable for any potential downtime of the service. This is also the reason why we strongly recommend to our customers to enter into a Premium Software Support and Maintenance Agreement that can provide Customer with a OneVision Premium Recovery Hardware Key. The Premium Recovery Hardware Key helps to ensure that in a case of temporary unavailability of the Cloud Key Service the Customer can switch its production over to the Premium Recovery Hardware Key without any significant interruption to its production environment. In this context OneVision would like to again expressly point out that it is solely Customer's responsibility to ensure that all maintenance fees are paid in time, to request a new license code for its Premium Recovery Hardware Key from OneVision after payment has been made and to immediately activate said license code on the Premium Recovery Hardware Key.

In this context we would like to again refer you to our information sheet "Premium Recovery Key for OneVision products" which we enclosed again for your convenience.

### **Limited Warranty**

OneVision warrants that the Cloud Key Service will be provided with the same degree of skill and professionalism as is demonstrated by like professionals performing services of a similar nature.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, THE CLOUD KEY SERVICE IS PROVIDED "AS IS", AND ONEVISION MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE CLOUD KEY SERVICE. ONEVISION

SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights which vary from jurisdiction to jurisdiction.

**Limitation of Liability**

ONEVISION'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES WITH RESPECT TO THE SUPPORT SERVICES UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, SHALL BE LIMITED TO SERVICE FEES ACTUALLY PAID BY CUSTOMER TO ONEVISION DURING THE APPLICABLE TWELVE (12) MONTH PERIOD.

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, SHALL ONEVISION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THE NON-AVAILABILITY OF THE CLOUD KEY SERVICE.

This Agreement shall be governed by and construed in accordance with laws of The Federal Republic of Germany. Customer irrevocably agrees to submit to the exclusive jurisdiction of the Regensburg courts to have to settle any dispute which may arise out of or in connection with this Agreement.

With his/her signature below, the undersigned being a legal representative of Customer hereby declares his/her acceptance of these OneVision General Terms and Conditions for OneVision's Cloud Key Service on behalf of Customer.

**Company Name**

(and stamp if available):

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**Sign Name:**

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**Print Name:**

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**Title:**

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**Date:**

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