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## PACKAGE STORE END USER LICENSE AGREEMENT (EULA)

**IMPORTANT – PLEASE READ AGREEMENT CAREFULLY:**

**THIS END-USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL CONTRACT BETWEEN RAYNET GMBH; TECHNOLOGIEPARK 20, 33100 PADERBORN; GERMANY (“RAYNET) AND YOU (“USER”): THE TERM “SOFTWARE” INCLUDES THE COMPUTER PROGRAM AND THE DOKUMENTATION. BY CLICKING ON THE “ACCEPT” BUTTON, AND/OR INSTALLING THE SOFTWARE OR OTHERWISE USING THE SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. FOR LICENSEES IN ALL NON-EUROPEAN COUNTRIES, “LICENSOR” MEANS RAYNET INC., WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT 10 NORTH MARTINGALE ROAD, SUITE 400, SCHAUMBURG, IL 60173, UNITED STATES OF AMERICA.**

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### DEFINITIONS

The term “**Software**” means the RayPackage configurator (RayPackage.exe) as well as the application specific package configuration via XML data.

The term “**Software package**” means the application package ordered by the user from the Raynet Online Shop "RayPackage". Application package in this case means the third-party software packaged by Raynet on behalf of the user.

The term “**Third Party Software**” means both commercially available software from other manufacturers as well as open source software and freeware.

The term “**on premise/internal use**” means the running of software for users internal purposes only and within users own technical environment.

The term “**commercial purposes**” means intentions and ambitions perceived to business interests and aimed at direct profit. Aimed at direct profit are all activities which are not evaluation, testing, demonstration, research, development or a private, school-based, or academic project.

The term “**Affiliates**” means any sub company and parent company which is included in the holding company’s annual consolidation financial statement and that is under the control of the user where “control” means ownership of or the right to control greater than 50% of the voting securities of such entity.

A “**Service Provider**” purchases the Software to perform services to end users for commercial purposes. In this context service means the use of a software package purchased through the Raynet Package Store at the Service Provider's end customer.

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## SOFTWARE LICENSE

### 1. Subject Matter of the Contract.

- (1) Raynet grants User access to the Package Store and Software via Internet. The software allows User to download finished software packages and distribute them to different hardware.
- (2) The rights to the third-party software, open source software, or freeware available in the software packages are governed by the license terms of the respective rights holders (manufacturers), which are acknowledged by User by downloading the software package and installing it. Access to the software does not entitle User to use the third-party software, open source software or freeware contained in the software packages. User is expressly obliged to acquire the necessary usage rights/licenses from the respective manufacturers. User assures that he has sufficient rights of use of the packaged software and proves this without culpable hesitation to Raynet on request. User has no claim to the provision of package contents or versions that go beyond what is offered.
- (3) Raynets General Terms and Conditions will apply. In case of any provisions of the General Terms and Conditions are contrary to one of the following provisions, the provisions of this EULA shall prevail.

### 2. Rights of Use.

- (1) Raynet grants User a simple, non-exclusive, non-transferable right of access to the Package Store and use of the software. The software may be used within affiliated companies only for internal purposes and on Users machines/hardware only. The software may be installed on Users machines/hardware without limitation.
- (2) The delivered software packages, scripts, documentation, installation routines etc. may only be used in accordance with the respective terms of use of the related software products. Neither the complete software packages nor their components may be passed on to third parties.
- (3) Download and use of the particular software packages are only permitted if User accepts the license conditions of the respective rights owner (manufacturer) and if User has access to the corresponding necessary rights of use. Required license keys must be purchased by User.
- (4) The package types Standard and Advanced can be configured by User himself - without prejudice to this the passing on to third parties is prohibited.
- (5) Service Providers may only use a software package purchased through the Package Store for one end customer at a time. For another end customer the same software package must be purchased again via the Package Store.
- (6) The Software is neither designed nor intended for use in situations where the Software's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("high risk use"). User has no right to use the Software in, or in conjunction with, high risk use. High risk use includes, for example: aircraft or other methods of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the U.S. Food, Drug, and Cosmetic Act.
- (7) Maintenance services are not offered.

### **3. Restrictions on Use of Software/Ownership.**

- (1) User may not (a) make the Software available for use by others; (b) distribute, sublicense, transfer, or lend the Software to any third party (except otherwise agreed in this Agreement); or (c) disassemble or reverse engineer the Software to the extent allowed by law.
- (2) User may not circumvent technological measures to protect the Software.
- (3) User may copy the Software solely for backup/archival purposes, provided that User includes all copyright and similar rights notices.
- (4) User's rights within the scope of Section 69e of the German Copyright Act (UrhG) remain unaffected. Users' rights under Sections 69 d (2) and (3) UrhG also remain unaffected.
- (5) Raynet retains all right, title, and other intellectual properties in the Software. Unauthorized copying and modification of the Software is not permitted.

### **4. Records / Audits.**

User will maintain accurate books and records relating to its performance of obligations under this agreement. This obligation will be valid during the term of this agreement and for a period of one (1) year after termination of this agreement. Further, during the term of this agreement and for two (2) years thereafter, Raynet may, upon five (5) business days advance written notice to User, audit User for the purpose of verifying it's compliance with this agreement and correctness of the accounting. Raynet shall have the right to inspect the books of User by an independent accountant. The inspection of the books can be done during normal business hours, upon reasonable notice, and not more frequently than semi-annually. If the inspection finds that the permitted use of the Software is more than five percent (5%) in excess of that licensed, Licensee shall be liable to pay the inspection costs in addition to the costs of sublicensing and interest on the overdue amount at a rate of eight percent (8%) above the prevailing German base lending rate.

### **5. Special Provisions for Service Provider.**

- (1) Service Provider shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning the Software which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Raynet. In no event shall Service Provider make any representation, warranty or guarantee by or on behalf of Raynet.
- (2) Service Provider shall enter into an agreement with its end user which is as suitable as this agreement to guarantee the protection of the software and the third-party software.
- (3) Service Provider will defend, indemnify and hold harmless Raynet from and against any loss, cost, liability or damage, including attorneys' fees, for which Raynet becomes liable arising from or relating to: (a) any breach by Service Provider of any term of this Agreement, (b) the issuance by Service Provider of any warranty or representation not authorized in writing by Raynet or (c) any other act or omission of Service Provider in connection with the marketing or distribution of the Software under this Agreement.
- (4) Service Provider agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Raynet or its Software and agrees to comply with all applicable federal, state and local laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this Agreement.