RAYPACK STUDIO
END USER LICENSE AGREEMENT (EULA)

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(5) If the contractual partner may claim any compensation for damages or claim for vainly expenditure due to warranty, is this subject to the following limitation of liability.

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(1) Raynet is liable without any limitation pursuant to the statutory provisions for damages arising from any violation of life, limb or health, to the extent that it fraudulently concealed a defect, it has assumed a warranty for the condition of the purchased item, in all cases of intentional acts or gross negligence, upon damages under the German product liability law or to the extent otherwise legally mandated.

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13. Company Name.

Licensor may include Licensee's company name in a list of Licensor customers.

Addendum 1
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This Addendum complements the above EULA and defines the use right according to which Service Provider - in the following referred to as Licensee - may provide Services to its end customers. Any terms not defined in this Addendum shall have the meaning as described in the EULA. Unless otherwise agreed herein, the provisions of this Addendum shall be in addition to and not in lieu of the EULA.

DEFINITIONS

The term "**Software**" means the Raynet computer program RayPack Studio, which may contain subject to the chosen edition the following Raynet computer programs: RayPack Standard, Professional or Enterprise, RayEval and RayQC Professional or Enterprise.

The term "**Services**" means licensees ability to use the Software in its own application packages within the software development or consulting business. These include for example, packaging services, software evaluation services, and quality assurance services.

1. Software License.

(1) This Section shall replace Section II.1. of the Agreement to the extent a service provider license is purchased by Licensee and identified as a service provider license in the Order Confirmation.

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Licensor shall have no support or maintenance obligations whatsoever to Customers.

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(1) All marketing materials, demonstration copies of the Software (if applicable), and other materials provided by Licensor to allow Licensee to market its products and services to Customers hereunder will remain the property of Licensor, and upon termination or expiration, such materials will be returned to Licensor within thirty (30) days.

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