

## TWYN License Agreement (Lease)

These license terms (Software Agreement) are an agreement between Visometry GmbH, Fraunhoferstr. 5, 64283 Darmstadt, Germany as **Licensor** and you as **Licensee**.

- Hereinafter the Licensor and the Licensee are also jointly referred to as the contracting parties -

The following agreement is concluded:

### 1. Definitions

**'Agreement'** means this TWYN License Agreement (Lease) including the Personal License File and all other documents referred to in this Agreement and in the Personal License File.

**'Software'** means the executable TWYN software products downloadable from the Visometry Server, including Twyn Studio as executable file for Windows or MAC and the Twyn View executable on iPad and the Personal License File, including all their subsequent modifications, updates, upgrades, new versions and releases, which shall form part of the Software products, and their related documentation.

**'Mobile Platform'** means Apple iOS 64bit, where a single application can be identified by a unique application identifier.

**'Desktop Platform'** means a Windows 32bit or 64bit NON-UWP, or macOS application, where a unique hardware identification key can be created from the system (HostID).

**'Licensed Computer System'** means the computer configuration and operational environment specified in the Personal License File on which the Software is licensed to run and deployed.

**'Inspection Project'** means the data packages created with the Desktop Software Twyn Studio, which contains the data used by the Mobile Software Twyn View.

**'Inspection Session'** means the data packages created with the Mobile Software Twyn View, which contains the data imported and used by the desktop Software Twyn Studio.

**'Personal License File'** contains at least the following details:

- Details of the licensee
- Issuing and expiration date of the licensed Software
- Designation of the Software licensed to the Licensee
- Per licensed Software the system environment at the Licensee (HostID)

**'Bug fixes'** are error corrections of the supplied functionality without altering or extending its manner and/or scope of functioning.

**'Updates'** are minor extensions to the supplied functionality and/or replacement of the manner of functioning of a supplied functionality by a newer functionality which has improved characteristics but which essentially retains the original functional scope and/or implements it differently.

**'Upgrades'** are major extensions to the supplied functionality; they generally refer to completely new functionalities that did not exist and/or were not provided for in the scope of delivery to date.

**'Release'** is a further development of the Software which is offered to all Licensees of this Software. A release shall be named vMAJOR.MINOR.PATCH, and shall be numbered consecutively. Releases use the principle of semantic versioning.

### 2. Subject-matter of the agreement

## **2.1 Regulation of the surrender and use of the Software**

The following regulations shall apply to the surrender and use for a limited period of time subject to Section 4 of the Software and to the new Software releases and updates which are surrendered in future to which the Licensee acquires a right of use and enjoyment from the Licensor.

## **2.2 Regulation of the maintenance of the Software**

In addition, this agreement regulates the Licensor's maintenance services over and above the warranty for material defects as well as fitness for use.

## **2.3 Regulation of additional services**

Further additional services, such as installation, support, and training services not covered by this Agreement shall require a separate agreement.

# **3. Scope; Supply of the Software; Start of the surrender of the Software**

## **3.1 Software, user documentation**

The Licensor shall surrender to the Licensee for a limited period of time subject to Section 4 the Software listed in the Personal License File, including the data stocks contained therein and the user documentation. The Personal License File is available for download in the personal customer area and part of this Agreement.

## **3.2 Software properties**

The performance specifications enclosed with the quotation and which form the basis of the quotation are authoritative for the properties of the Software supplied by the Licensor.

## **3.3 Object code**

The Software shall be exclusively supplied in executable form in object code.

## **3.4 Supply of the Software**

The programs comprising the Software will be supplied in object code, together with one copy of any related documentation. The Licensor shall affect the surrender of the Software and of its future versions by making the Software available in retrievable form on a network and by informing Licensee accordingly.

## **3.5 Start of surrender**

After the conclusion of the Agreement, the Licensee shall receive the version of the Software stated in the Personal License File, which is the current version at the time of the conclusion of this Agreement.

# **4. Utilisation rights and scope of use (License)**

## **4.1 Rights of use and enjoyment**

The Licensor grants the Licensee a non-exclusive, non-transferable licence to use the Software for a limited period of time specified and listed in the Personal License File and in accordance with these terms and conditions including its termination provisions.

The Licensee may:

- 4.1.1 use the Software only on the registered Desktop Platform and the registered Mobil Platform; The Licensee will not deploy the application using or containing the Software to any Mobile or Desktop Platform systems without having acquired the mandatory license.
- 4.1.2 use the Twyn Studio Software to create inspection projects and deploy these projects to a registered Mobile system running the Twyn View Software to create inspection sessions.
- 4.1.3 The Licensee will not create a Software service with the Software which allows accessing the functionality over any kind of network stack.
- 4.1.4 Any transfer of the Software to a processor outside the Licensed Computer System requires the prior written consent of the Licensor and may be subject to an additional License fee.

## **4.2 Alterations to use**

Should the Licensee wish to upgrade or change the License and the right to use the Software, notice must be given to the Licensor. The details in the License to this Agreement will be amended accordingly and an upgrade license fee must be paid by the Licensee to the Licensor for the upgraded or changed License, to enable the Licensee to continue to use the Software.

#### **4.3 Processing**

The Licensee is not permitted to process the Software outside the statutory provisions.

#### **4.4 Rectified version; new version**

- 4.4.1 If the Licensor provides the Licensee with a rectified version or a new version of the Software, e.g. in the form of updates or releases, then the Licensee's rights according to this Agreement with regard to the old Software shall expire, even without an express demand for return by the Licensor, as soon as the Licensee productively uses the new Software.
- 4.4.2 The Licensor provides a mandatory update at the end of every calendar year. The Licensee is required to update to the new version of the Software to ensure the proper function of the software.
- 4.4.3 The Licensee is entitled to make the necessary number of copies of the old Software for archiving purposes. In addition, the Licensor shall also archive a copy of the respective Software of every existing and future release and update.

#### **4.5 End of the rights of use and enjoyment**

If the Licensee or Licensor effects termination according to Section 15, then the right of use and enjoyment shall end with the ending of this agreement. Otherwise, the rights to use the Software will end automatically at the expiration date listed in the Personal License File.

### **5. Start; term and termination**

#### **5.1 Start of the Agreement and term, extension**

This Agreement shall start at the moment of issuing the license and remain in effect by the expiration date listed in the Personal License File.

#### **5.2 Termination without period of notice**

The right to effect termination for due cause without period of notice shall remain unaffected for both contracting parties (Section 15).

#### **5.3 Written form**

Every termination of this licence agreement must be effected in writing.

### **6. Rights in the Software**

- 6.1 The Licensor is either the sole and exclusive owner or an authorized licensee or user of all Intellectual Property Rights (IPR) and all other rights in the Software and the Service. No title or rights of ownership, copyright or any other intellectual property in the Software, including all updates, upgrades, modifications, new versions and releases of the Software, is or will be transferred to the Licensee.
- 6.2 The Licensee understands that the Software contains proprietary information and agrees that except in accordance with this Agreement (e.g. 4.1) or an express written authority signed by the Licensor, it will not provide or otherwise make any of the Software and/or related documentation available for any reason to any other person, firm, company or organization.
- 6.3 The Licensee will not copy or permit the Software to be copied, except for reasonable security and backup purposes. Any copies made shall include all copyright or other proprietary notices.
- 6.4 The Licensee will ensure that all of its relevant employees, agents and sub-contractors are advised that the Software constitutes confidential information and that all intellectual property rights in it are the property of the Licensor, and the Licensee will ensure that its employees, agents and sub-contractors comply with all of the terms and conditions of this clause.
- 6.5 Recognizing that the Software has significant commercial value to the Licensor, the Licensee agrees to indemnify the Licensor in respect of any losses or expenses incurred by the Licensor as a result of the unauthorized use of the Software by any third party, whether through misuse of the Software object code by the Licensee or through any other breach by the Licensee of this Agreement or through the negligence of the Licensee or through any other cause.

### **7. Licensee Undertakings**

7.1 The Licensee undertakes:

- 7.1.1 To satisfy itself that the Software meets the needs of its business. It is the sole responsibility of the Licensee to determine that the Software is ready for operational use in the Licensee's business before it is so used;
  - 7.1.2 To ensure that the used Mobile Platform is suitable to execute the Software Twyn View and meets the Licensees needs;
  - 7.1.3 To ensure that the operating system any other software with which the Software will be used is either the property of the Licensee or is legally licensed to the Licensee for use with the Software. The Licensee shall indemnify the Licenser in respect of any claims by third parties and all related costs, expenses or damages in the event of any alleged violation of third party proprietary rights which results in any claims against the Licenser.
- 7.2 The Licensee warrants that the Software and all copies will remain under its control and that it will take all reasonable precautions to safeguard the Software against unauthorized use.
- 7.3 If the Licensee intends to attempt the decompilation of any of the Software for error correction or any other purpose in the exercise of derived statutory rights, the Licensee will first give reasonable notice to the Licenser of its intention.

**8. Licenser's Warranties**

- 8.1 The Licenser warrants that it has good title or is otherwise authorized to license the Software to the Licensee.
- 8.2 The Licenser represents and warrants to the Licensee that the Software is a complete, accurate and up-to-date copy of the current release at the time of its delivery to the Licensee.
- 8.3 The Software is designed to conform to the specification applicable at the time of the Licensee's order. However the Licenser does not warrant that the Software will work without interruption.
- 8.4 Warranty in the case of material defects**
- 8.4.1 The Licenser warrants that the Software contains no material defects. The Licenser can rectify the defect at its option by elimination, circumvention or by a new delivery. The rectification of the defect by the Licenser can moreover also be effected by giving instructions on what action to take to Licensee by telephone, in writing or by electronic means.
  - 8.4.2 Defects must be documented by Licensee in a comprehensible manner and notified to the Licenser, if possible in writing and without delay after their discovery.
  - 8.4.3 Licensee is not entitled to rectify faults itself and to demand reimbursement of the accordingly necessary expenditure.
  - 8.4.4 Damages or reimbursement of futile expenditure due to a defect shall be paid by Licenser within the scope of the limits stipulated in Section 12.
  - 8.4.5 If it emerges that a defect notified by Licensee actually does not exist or is not due to the originally created Software, Licenser is entitled to charge the expenditure incurred with the analysis and other processing at the corresponding agreed remuneration rate stated in Licenser's price list.
- 8.5 Claims arising from warranty due to defects shall cease to be applicable if such claims are due to the alteration of the Software by Licensee.
- 8.6 The above constitute the only warranties provided by the Licenser in respect of the Software. The obligations and liabilities of the Licenser set out in this Agreement replace all implied guarantees and warranties, including without limitation, any warranty of satisfactory quality or fitness for a particular purpose which is the Licensee's responsibility to determine.
- 8.7 The Licensee acknowledges that:
- 8.7.1 The Software has not been produced to meet individual Licensee specifications;
  - 8.7.2 The Software cannot be tested in advance in every possible operating combination and environment;
  - 8.7.3 It is not possible to produce Software known to be error-free in all circumstances.
- 8.8 The Licenser recommends, and will provide if so requested, training, support and additional maintenance for the Software at an additional charge

## **9. Software maintenance**

### **9.1 Subject-matter of performance**

The Licensor shall render maintenance services for the Licensee over and above the warranty for material defects and for the fitness of use for the Software.

### **9.2 Service levels**

- 9.2.1 The Licensor undertakes that it can be reached by the Licensee via the Licensor E-mail Maintenance and Support Center within the period stated in the Personal Licence File and that it shall support the Licensee with its inquiries regarding the use and concerning the Software through a qualified member of staff.
- 9.2.2 The Licensor shall respond to Software faults notified to it without delay within its business hours and shall undertake the rectification of the fault according to urgency in coordination with the Licensee within a reasonable period for the Licensee.
- 9.2.3 All Services will be performed within the Licensor's normal working hours of 9:00 a.m. to 5.30 p.m., Monday to Friday with the exception of the uniformly applicable German public holidays and the business-free days according to the notification of the German Federal Bank [Deutsche Bundesbank].
- 9.2.4 Out-of-hours Services and telephone support may be provided by arrangement and will be charged for at the Licensor's then current extended cover rates.
- 9.2.5 The Licensor shall analyse on request within a reasonable period and within the scope of its access possibilities every malfunction upon use of the Software; depending on the time and costs involved and the cause of the fault, these services may incur additional costs; Section 8.4.5 shall apply mutatis mutandis.
- 9.2.6 The Licensor shall store all releases and updates supplied to the Licensee for the period of 10 years from surrender and can give information on them to the Licensee if required.

### **9.3 Adaptation in line with an alteration to the technical and specialist environment**

The Licensee - against the payment of corresponding additional remuneration - may request of the Licensor software alterations which arise from an alteration to the technical or specialist environment. In this case, the Licensee must provide to the Licensor the know-how available at its company as well as manuals or other documents free of charge in so far as this is necessary for the software alterations.

### **9.4 Manner of the rendering of performance**

- 9.4.1 The further development of the Software by the Licensor shall in principle only be effected on the basis of the latest Software versions in each case and shall be concluded with a new release.
- 9.4.2 The new or altered functionalities developed in a release (incl. upgrades) shall be offered for lease to the Licensee in specialist units.
- 9.4.3 Corrections of faults and to a limited extent commissioned work shall be undertaken on a release previously supplied to the Licensee and which is still used by it. Accordingly, an vMAJOR.MINOR.PATCH update shall be created as a copy with regard to the latest development, in which respect vMAJOR.MINOR.PATCH shall denote the respectively supplied release which is in use.
- 9.4.4 In principle, three months after the Licensor has surrendered a new release to the Licensee, fault corrections and eliminations regarding old or previous releases shall no longer be offered and undertaken by the Licensor free of charge.
- 9.4.5 The Licensor is not obliged to keep available in its own office all system components present at the Licensee in the form of operating systems, databases and third-party software. This shall especially be applicable if the Licensee introduces a newer release of a system component. If the Licensee informs the Licensor of corresponding alterations, the Licensor shall at least research on the basis of the available documentation of the components with regard to alterations and possible effects on the operation of its own Software and at the Licensee's request will undertake or support tests on its

system. The Licensee is aware that in spite of careful checking not all influences of a newly introduced system component can be recognised in advance. Consequently, the Licensor shall rectify the malfunctioning of a component during the maintenance or provide a replacement free of charge if the use of the component was occasioned by the Licensor and the component had previously functioned and the environment of the component, including external interfaces, had not been altered. If the use of a component is exclusively occasioned by the Licensee and if this component is not of general interest for several Licensees, then the Licensor can rectify occurring faults at the Licensee's expense or oblige it to replace the component by another component.

9.4.6 The Licensor shall document all alterations which result in a new release and shall put them at the Licensee's disposal when supplying the Software. In addition to the alteration regards content, the alteration documentation shall also contain the reasons for the alteration as well as information on undertaking the test of the alteration.

9.4.7 The deliveries of releases and updates shall in each case contain the relevant documentation, alteration documentation as well as the necessary tools and instructions for installation.

9.4.8 So that maintenance can be undertaken in an optimum manner, the Licensee should according to its stipulations grant the Licensor remote access. Reference is accordingly made to Section 14 regarding confidentiality and data protection.

## **9.5 Special additional services**

9.5.1 On request and at an additional charge, the Licensor shall offer the Licensee user and staff training for the respectively Software.

9.5.2 The Licensor shall similarly render installation, support and training, as well as maintenance services, which are not part of the subject-matter of the agreed software maintenance, on request and at an additional charge.

## **10. Cooperation and information obligations**

### **10.1 Support obligation**

The Licensee shall support the Licensor upon the performance of the contractual obligations free of charge. It shall especially in the case of error messages, observe the occurred symptoms and the system environment in detail and notify the Licensor of a fault, duly giving the appropriate information for the rectification of the fault, such as, for example, hard copies, log data, affected business examples, workflows, etc.;

10.1.1 support the Licensor in so far as it is able to the best of its ability upon the search for the cause of the fault and if necessary instruct its staff to cooperate with the Licensor;

10.1.2 grant the Licensor access to the computers on which the Software is stored and/or loaded for undertaking the maintenance services;

10.1.3 load the Software and/or new releases and updates surrendered by the Licensor in accordance with the Licensor's detailed instructions and always comply with the suggestions transmitted by the Licensor regarding troubleshooting and rectification of faults;

10.1.4 keep available all data used or created in connection with the Software in machine-readable form as a backup copy.

### **10.2 Monitoring; data backup**

The Licensee shall take appropriate precautions for the event that the Software does not function properly in whole or in part (e.g. by daily data backup, fault diagnosis, regular monitoring of the data processing results).

### **10.3 Additional costs**

The Licensee shall bear disadvantages and additional costs which arise from an infringement of these obligations.

## **11. Licence and maintenance fee (lease); terms of payment; set-off**

#### **11.1 Licence and maintenance fee**

The Licensee shall pay to the Licensor for the use and maintenance of the Software a licence fee in accordance with the quotation and the Personal License File.

#### **11.2 Terms of payment**

Unless otherwise agreed, the licence fee shall be invoiced in advance for the entire term of the Software License Agreement as specified in the Personal License File.

#### **11.3 Turnover tax (VAT)**

If the performance is subject to turnover tax, then the licence and maintenance fees shall each be charged plus the respectively valid rate of statutory turnover tax (VAT).

#### **11.4 Set-off; right of retention**

11.4.1 Set-off against other undisputed claims or claims which have been recognised by final judgment is excluded.

11.4.2 The exercising of a right of retention which is not based on a right from this contractual relationship is excluded.

### **12. Defence of the Software**

12.1 Licensor is either the sole and exclusive owner or an authorised licensee or user of all intellectual property rights in the Software including but not limited to patent, registered or unregistered design right, copyright, database right, trade mark or service mark ('IPRs') that may subsist in (i) the text, data, information and branding and (ii) in the programs, formats and layouts comprised in or relating to the Software, and that such IPRs are the valuable commercial property of Licensor. Because of this value to Licensor, the Licensor, at its own expense, will defend or cause to be defended or, at its option, settle any claim or action brought against the Licensee on the issue of infringement of any copyright, patent, registered or unregistered design right, database right, trade mark or service mark by the Software ('Claim'). Subject to the other conditions of this clause, Licensor will pay any final judgment entered against the Licensee with respect to any Claim, and fully indemnify the Licensee in respect of all costs and expenses relating to the Claim provided that Licensee:

12.1.1 Notifies Licensor in writing of the Claim immediately on becoming aware of it;

12.1.2 Grants sole control of the defense of the Claim to Licensor; and

12.1.3 Gives Licensor complete and accurate information and full assistance to enable the Licensor to settle or defend the Claim.

The costs and fees of any separate legal representation for the Licensee shall be the Licensee's sole responsibility.

12.2 If any part of the Software becomes the subject of any Claim or if a court judgment is made that the Software do infringe, or if the use or licensing of any part of the Software is restricted, the Licensor at its option and expense may:

12.2.1 Obtain for the Licensee the right under the patent, design right, trade secret or copyright to continue to use the Software; or

12.2.2 Replace or modify the Software so that any alleged or adjudged infringement is removed; or

12.2.3 If the use of the Software is prevented by permanent injunction, accept return of the Software and refund an amount equal to the sum paid by the Licensor for the Software minus the amount for the use of the Software.

12.3 Licensor will have no liability under this clause for:

12.3.1 Any infringement arising from the combination of the Software with other products not supplied by the Licensor; or

12.3.2 The modification of the Software unless the modification was made or approved expressly by the Licensor.

IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE FOR ANY COSTS OR EXPENSES INCURRED BY THE LICENSEE WITHOUT THE LICENSOR'S PRIOR WRITTEN AUTHORISATION AND THE FOREGOING STATES THE ENTIRE REMEDY OF THE LICENSEE IN RESPECT OF ANY IPR INFRINGEMENT BY THE SOFTWARE.

### **13. Liability**

13.1 The Licensor shall be liable in the case of intent and gross negligence.

13.2 The Licensor shall furthermore be liable in the case of the negligent infringement of obligations whose performance is essential for the due and orderly implementation of the agreement, whose infringement endangers the achievement of the purpose of the agreement and which the Licensee generally trusts shall be met. In the latter case, the Licensor shall, however, only be liable for foreseeable, typical contractual losses. The Licensor shall not be liable in the case of the slightly negligent infringement of other obligations.

13.3 The above limitations and exclusions of liability shall not affect claims of the Licensee arising from product liability. The limitations of liability shall furthermore not be applicable to physical injury and damage to health which can be attributed to the Licensor.

#### **13.4 Integrity of Data; Data loss**

13.4.1 The parties agree that the Licensee is the best judge of the value and importance of the data held on the Licensee's computer system, and the Licensee will be solely responsible for:

13.4.2 Instituting and operating all necessary back-up procedures, for its own benefit, to ensure that data integrity can be maintained in the event of loss of data for any reason;

13.4.3 Taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.

13.4.4 Licensor disclaims any liability arising from loss of data from the Licensee's computer system for any reason and the Licensee agrees to indemnify the Licensor against any third party claims which arise from loss of data for any reason.

13.5 The Licensor is free to plead contributory negligence of the Licensee.

#### **13.6 Force majeure**

If Licensor is impeded in the performance of its obligations by the occurrence of unforeseeable, exceptional circumstances which it cannot avert in spite of the care reasonably expected from it, e.g. operational breakdowns, official intervention, energy supply difficulties, either if these circumstances occur in the sector of Licensor or in the sector of its suppliers, then the period for performance shall be extended to a reasonable degree if performance does not become impossible. If performance becomes impossible on account of the aforementioned circumstances, then Licensor shall be released from its performance obligations. Licensee need not render any counter-performance whatsoever.

### **14. Confidentiality; Data Protection**

14.1 Each party shall treat in strict confidence and not forward to third parties all details, data, information and other facts which are received within the scope of this agreement which are demonstrably denoted to be confidential by the other party. The contracting parties shall merely use this information for the purposes provided for in this agreement.

14.2 The obligation according to Section 14.1, including the obligation according to Section 14.4, shall also be imposed on the staff, suppliers and contractors involved with the application and use of the Software.

14.3 This confidentiality agreement shall not apply to such information where the party receiving the information proves that the information

14.3.1 was already known to it before notification by the party furnishing the information or

14.3.2 was received from a third party that is not subject to any confidentiality obligation or

14.3.3 was generally known or in the public domain at the time of transmittal or later became known.

14.4 The confidentiality obligations according to Section 14.1 shall also continue to be applicable after the term of this agreement in so far as confidential information has not entered the public domain.



## **15. Termination for cause**

15.1 This Agreement may be terminated immediately by notice in writing:

- 15.1.1 By the Licensor if the Licensee fails to pay any sums due under this Agreement by the due date without prejudice to any other provisions relating to late payment in this Agreement;
- 15.1.2 By either party if the other party is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) for a period of 30 days after written notice by the other party;
- 15.1.3 By either party if the other party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or if a trustee, receiver, administrative receiver or general officer is appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of the Insolvency Act, or equivalent circumstances occur in any other jurisdiction.

15.2 Any termination of this Agreement under this clause will be without prejudice to any other rights or remedies of either party under this Agreement or at law and will not affect any accrued rights or liabilities of either party at the date of termination.

15.3 On termination of this Agreement, including the License, the Licensee will be obliged to satisfy the Licensor that it has erased the Software and all copies of any part of the Software from the System and from its magnetic media and that it has no ability to reproduce the Software in any way, and it will further be obliged to return to the Licensor immediately all related documentation and all copies, books, records, papers or other tangible things in its possession belonging to the Licensor.

## **16. Domicilia; Licence Management**

16.1 All notices by one party to the other shall be given in writing by pre-paid registered post, telefax, email or delivered by hand.

16.2 Any notice

- sent by registered post, shall be deemed, in the absence of proof to the contrary, to have been received on the day upon which it is delivered;
- sent by telefax or email, shall be deemed, in the absence of proof to the contrary, to have been received on the next business day following the date of transmission of the telefax or email.

## **17. Applicable Law and Place of Jurisdiction**

This Software License Agreement shall be governed by, and interpreted in accordance with German law, without the provisions on the conflict of laws. The UN Convention on the International Sale of Goods (CSIG) shall not apply. The courts of Frankfurt am Main, Germany, shall be the exclusive place of jurisdiction.

## **18. No Partnership**

No provision of this Agreement is deemed to constitute a partnership between the parties nor constitutes that any Party is the agent of the other Party for any purpose. Neither Licensor nor Licensee has any authority to bind, to contract in the name of or to create any liability for the other Party in any way or for any purpose.

## **19. Miscellaneous**

19.1 This Agreement, the Personal License File and all documents referred to in it constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement. Where a notice requires written form, it must be in writing. This also includes amendments and changes to this requirement on written form. Where a notice can be sent in text form, such text form shall suffice, whereby it is understood that such notices may

also sent in writing. It is agreed that a facsimile or copy of a letter that is sent by electronic transmission (e.g. a pdf-file sent by e-mail) shall fulfill the requirement on written form, as long as it is properly signed by the issuing Party.

19.2 The official version of this Agreement is in English language.

19.3 The provisions of order forms or general terms and conditions of the Parties shall not apply.

19.4 If and to the extent that any provision of this Agreement is held to be illegal or void, such provision shall be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. In this event the Parties will agree upon a valid substitute provision or provisions which shall be as close as possible to the original provision and shall re-establish an appropriate balance of the commercial interests of both Parties.

19.5 No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

TWYN Agreement (Lease), Version 1.2.0

Visometry GmbH, Germany