

TACS4-CONTROLLER SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “Agreement”) is made by and between

DEKRA Testing and Certification S.A.U., a corporation organized and existing under the laws of Spain with principal offices at:

Parque Tecnológico de Andalucía

C/ Severo Ochoa, 2

29590 - Málaga

SPAIN

Hereinafter called "**DEKRA** "

and

[refer to the associated offer for the customer information

Hereinafter called "the **Customer**"

This Agreement is effective immediately (the “Effective Date”) upon installation of the Software (as defined below).

WHEREAS, DEKRA develops, produces and sells software products and apps, hereinafter referred to as the Software, as defined below.

WHEREAS, the Customer is willing to acquire a license of use of some of the Licensed Property, as defined below.

WHEREAS, DEKRA accept to grant such a licensed according to the terms and conditions stated below.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements set for herein, DEKRA and the Customer agree as follows:

ARTICLES

1. DEFINITIONS

“Authorized User” means the Customer’s employees who use the Licensed Property only for the benefit of the Customer.

“Documentation” shall mean the user documentation delivered with the Software, if any.

“Host” shall mean the platform on which the Software can be run. The supported Operating Systems are described in the Documentation.

“KPIs” shall mean Key Performance Indicators.

“Licensed Property” means the whole or part of the Software and the Documentation, if any, to which the Customer has been granted a License. Licensed Property shall include any updates or upgrades to the Licensed Property that DEKRA may at its discretion deliver to the Customer.

“Limit term”: term for the use of the License established between DEKRA and the Customer.

“Software” means the software identified in binary form that the Customer selected for download, install or use.

“Test Data”: Data resulting from the use of the Software, including location data.

2. SOFTWARE

TACS4-CONTROLLER is a Software designed and owned by DEKRA to run on Windows OS computers.

TACS4-CONTROLLER works in combination with TACS4-AGENT Software, which must be installed before TACS4-CONTROLLER can run tests.

TACS4-CONTROLLER controls multiple TACS4-AGENTS, computes the KPIs and presents the Test Data to the Customer in different formats (graphical, tabular and map).

3. GRANT OF LICENSE

Subject to the compliance of the Customer with the terms and conditions of this Agreement, DEKRA hereby grants, and the Customer hereby accept, a non-exclusive Node-Locked License. Node-Locked License is a software license that allows non-simultaneous use of the Software by one or more users on a single designated computer (“Node”). This Node-Locked License is tied to the computer hardware by the Device ID calculated from the installed hardware and software. The License is implemented by one License File for each designated computer.

TACS4-CONTROLLER License grants the use of undefined number of TACS4-AGENT instances.

The use of the Licensed Property must be in the manner and for the purposes described in the Documentation.

All rights of use licensed to the Customer are granted on the condition that such rights are forfeited if the Customer fail to comply with the terms and conditions of this Agreement.

DEKRA only ensures TACS4-CONTROLLER will work if it is used with the corresponding TACS4-AGENT compatible version. Compatibility of versions is stated in the Documentation. The Customer must use the latest version provided by DEKRA and covered by its License.

4. PROPRIETARY RIGHTS, COPYRIGHT AND TRADEMARKS

DEKRA has all right, title and interest in and to the Software and the Licensed Property.

DEKRA or its licensors retain all ownership and intellectual property rights to the Software and Licensed Property.

In case that the Licensed Property include third party technology, the Customer can use it under the terms specified in the third party technology Documentation and not under the terms included in this Agreement.

All Data resulting from the tests done by the Customer are of the property of the Customer.

The Software brand names, Software brand logos, DEKRA's logo, software, manuals and other support materials are patented, copyrighted, trademarked or owned by DEKRA as Trade Secrets and/or proprietary information. The Customer agrees not to remove any Software identification or notices of such proprietary restriction from the Products. All techniques, algorithms and processes contained in the Software or any modification or extraction thereof constitute Trade Secrets and/or proprietary information of DEKRA and will be protected by this Agreement.

If the Customer provides any idea or recommendation on new features, functionalities, algorithms, interface design, or anything that may be later developed by DEKRA and/or incorporated into the Software or any other development performed by DEKRA, the Customer does it at its own discretion and will not claim for any right of ownership or copyright.

The Agreement shall be held in the strictest confidence and shall not be reproduced or disclosed to others in whole or in part without the express written consent of DEKRA.

The provisions of this Article shall continue in full force and effect after the termination of this Agreement.

5. RESTRICTIONS OF USE

The Customer may not modify, decompile, or reverse engineer Software and or Licensed Property.

The Customer acknowledges that the Software is designed and developed only for professional testing use in a variety of information management applications, communication systems and networks; it is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If the Customer uses the Software in dangerous applications, then the Customer shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use.

The Software should only be used Hosts intended for professional testing. The Software should not be should not be installed on Hosts intended for personal use.

The Software can only be executed under its programming instructions on appropriate platforms.

6. WARNINGS

DEKRA is not responsible for the loss or accidental deletion of Test Data. The Customer has got the responsibility of making the necessary backups.

The Customer must keep safely the Node-Locked License provided.

7. FEES

DEKRA, at its own discretion, will determine the license fee. The license fee will be known before use of the Licensed Property.

Installation or use of the Licensed Property by the Customer signifies its agreement with the license fee.

8. MAINTENANCE AND TECHNICAL SUPPORT

DEKRA will provide a maintenance and technical support period, commencing the Effective Date and during the term of the Maintenance and Support Services Agreement..

DEKRA is not obligated to provide maintenance and technical support services beyond the end of that term.

a. **Maintenance Services.** The “Maintenance Services” means software maintenance services which comprise the delivery of software updates for fixing bugs of the features and functionalities included in the Software’s version corresponding to the License acquired. Software upgrades are expressly excluded.

b. Technical Support Services. Technical Support Services shall mean technical services provided in order to respond to the Customer with respect to inquiries concerning the performance, functionality or operation of the Software. Any obligation DEKRA may have to support previous versions of the Software ends upon availability of the New Version of Software. Technical Support Services are subject to a limited number of incidents.

9. WARRANTY DISCLAIMER

The software, including without limitation the licensed property, is provided to Customer on an “as is” “where is” basis, with all faults and without warranty. DEKRA does not and cannot warrant the performance or results that the Customer may obtain by using the software. The use of the software by the Customer is at its own risk and the Customer will be solely responsible for any damage to its computer system or other device or loss of data that results from the download or use of any such material. DEKRA makes no warranties, conditions, representations, or terms, express or implied, whether by statute, common law, custom, usage or otherwise, as to any matter including without limitation noninfringement, merchantability, or fitness for any particular purpose, except to the extent not permitted by applicable law. DEKRA does not warrant that the software will meet Customer’s requirements, will operate in any combination that may be selected for use by the Customer or in combination with other software, or will operate uninterrupted or error free. DEKRA does not warrant that any software errors, defects or inefficiencies will be corrected.

10. LIMITATION OF LIABILITY

Except to the extent not permitted by applicable law, in no event and/or circumstances will DEKRA be liable for any indirect, special, incidental, exemplary, punitive or consequential damages suffered by the Customer, any party claiming on behalf the Customer, or any other party resulting from arising out of or related to this agreement, any addendum hereto or the performance or breach thereof or in respect of infringement of registered design or copyright which is based upon the use of the software in a manner for which the software was not designed, not permitted or in combination with equipment or devices not approved by DEKRA expressly approved in writing, including without limitation, damages for loss of business or profits, business interruption, damage or loss or destruction of data or loss of use of the licensed property, even if such party has been previously advised of the possibility of such damages. DEKRA aggregate liability under or in connection with this agreement will be limited to the amount paid by the customer to DEKRA under this agreement, if any.

11. INDEMNITY

The Customer will indemnify, defend and hold DEKRA, including all of its owners, officers, directors, employees, agents, affiliates, partners and licensors harmless from and against any and all liability, losses, costs and expenses incurred by DEKRA or/and its owners, officers, directors, employees, agents, affiliates, partners and licensors regarding with any claim arising out of the use by the Customer of the Software and/or the violation of this Agreement by the Customer and/or the use or the alleged use of the Customer’s login by any person.

DEKRA reserves the right to assume the control of any matter for which the Customer are required to indemnify DEKRA.

12. BREACH

Failure by either party to comply with the terms and conditions of this Agreement shall not constitute a breach unless the injured party shall have given the other party written notice of such failure and the other party shall not have cured said failure within thirty (30) days after the date of such notice.

13. TERM AND TERMINATION

A. This Agreement is effective until terminated.

B. The Customer may terminate the Agreement at any time by irretrievably erasing, deleting or destroying of the Licensed Property. Fees paid at this moment are not refundable.

C. DEKRA may terminate this Agreement in the event of non-payment. DEKRA shall have the right to revoke the license and the abovementioned services, provided DEKRA has given written notice of non-payment to the Customer and the Customer failed to remedy such default within thirty (30) days of such notice.

D. Both, DEKRA and the Customer may terminate the Agreement:

1. If the terms and conditions of this Agreement are breached as defined in “Breach” by either party, the injured party may, in addition to any other remedy available to it, terminate this Agreement immediately by sending written notice to the other. DEKRA has the right, without notice, to take legal action if the terms of this Article are violated.

2. Immediately by written notice to the other if the other party enters into any insolvency proceedings whether voluntary or involuntary, including bankruptcy, composition, liquidation or arrangement, or the equivalent thereof.

E. Termination of this Agreement shall not affect any rights or obligations of either party which have occurred prior to such termination. On the termination, the Customer shall not have the right to claim compensation from DEKRA for loss of profit, good-will or for any other activity. Upon termination, the Customer shall not have the right to use the Software and must destroy all copies of Software.

14. EXPORT REGULATIONS

The Customer agrees that the European Union export control laws and other applicable export and import laws govern the use of the Software by the Customer, including technical data. The Customer agrees that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, terrorist acts and nuclear, chemical or biological weapons proliferation.

15. GOVERNING LAW

The validity, construction and interpretation of this Agreement will be governed by the laws of the Kingdom of Spain. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is expressly excluded. The competent courts of Málaga City (Spain) shall have sole jurisdiction to hear actions deriving from or involving this Agreement and the performance hereof. Notwithstanding the foregoing, DEKRA may seek injunctive or other equitable relief in any court of competent jurisdiction.

16. MISCELLANEOUS

a. **INDEPENDENT CONTRACTORS.** This Agreement shall not be deemed to create any partnership, joint venture agency or employment relation between the parties. Each party warrants that it is competent to enter into this Agreement and its signatory has been duly authorized to enter into this Agreement.

b. **BINDING EFFECT.** This Agreement and all the provisions hereof will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

c. **NOTICES.** Any notice or other communication provided for in this Agreement shall be in writing in English language and shall be send by fax with confirmation, postal mail, overnight mail, or, when digitally-signed, by email, as follows:

If to DEKRA, to:

DEKRA Testing and Certification S.A.U.

Att.: General Director

C/ Severo Ochoa, 2, Parque Tecnológico de Andalucía, 29590 Málaga. SPAIN.

Fax: +34 952 619 113

e-mail: management.es@dekra.com

If to the Customer:

To the Address and Data given by the Customer in the Software's Registration.

Any party may change its address by giving the other parties Notice in the manner herein set forth.

d. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

e. ENTIRE AGREEMENT. This Agreement and the Exhibits, if any, which are incorporated into this Agreement constitute the complete, sole and entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous negotiations, preliminary Agreements, correspondence or understandings, written or oral. This Agreement shall not be released or discharged, changed or modified in any manner except by written instruments signed by a duly authorized officer or representative of each of the parties hereto.

f. ASSIGNMENT. The Customer may not, directly or indirectly, assign, sell, sublicense, lease, rent, distribute or otherwise transfer the License or the Software or any rights or obligations under this Agreement to any other person or entity. Any transfer needs to obtain the written consent of DEKRA.

g. REMEDIES. Remedies shall be cumulative and not alternative and in addition to all other rights and remedies available in law and in equity.

h. WAIVERS. A failure of a Party to enforce a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by a Party of any breach or default by the other Party shall operate as a waiver of any succeeding breach or other default or breach by such other Party. No waiver shall have any effect unless it is in writing.

i. HEADINGS. The article headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.