LICENSE AGREEMENT
FIRMWARE

This License Agreement ("Agreement") is entered into between SAMSON AKTIENGESELLSCHAFT, Weismuellerstrasse 3, 60314 Frankfurt am Main, Germany ("SAMSON") and the company/organization that accepts this Agreement ("User").

This Agreement may be accepted by manual signature, electronic signature, or through an electronic system specified by SAMSON. In the electronic system, the User will be prompted to accept this Agreement by clicking a button. Clicking the button indicates that the User has read, understood and accepted this Agreement.

1.   General

1.1.   The Firmware enables the User to operate the device which is assigned to the Firmware.

1.2.   The Firmware neither collects, uses nor exploits any personal data.

1.3.   The safety and operating instructions of the mounting and operating instructions for the device in which the firmware is used, which are contained in the installation and operating instructions for the device which is assigned to the Firmware must be observed. Mounting and operating instructions are available for download at https://www.samsongroup.com/de/.

1.4.   After downloading the Firmware, SAMSON grants the User the royalty-free, non-transferable, non-exclusive, non-sublicensable right for its internal purposes to install and use the executable form of the Firmware on a device owned by the User or in its possession, on which the Firmware is able to run in accordance with the system requirements. The license granted is limited to the purpose specified under Clause 1.1 of this Agreement. Clause 1.9 of this Agreement shall remain unaffected

1.5.   The right of use shall not include the provision of the Firmware via a network for simultaneous use on several devices.

1.6.   The User may copy the Firmware only as required to support its authorized use.

1.7.   The license is bound to the use of the device which is assigned to the Firmware. Any transfer of the Firmware to third parties is only permitted in connection with a transfer of the relevant device. The User may only transfer the Firmware to a third party if the third party undertakes to comply with the provisions of this Agreement prior to the transfer and use. In the event of a transfer to a third party, the User's right for own use shall expire. Any other transfer of the Firmware to third parties (including, but not limited, to renting, leasing, lending) is excluded.

1.8.   The User shall not be authorized to change the program code of the Firmware or parts thereof, to perform reverse engineering, to decompile, to disassemble, or determine the source code in any other way, or prepare derivative works from it. The mandatory, compulsory provisions of Articles 69d, 69e Urhebergesetz [German Copyright Act] shall, however, remain unaffected.

1.9. Unless this Agreements confers to the User rights expressly, SAMSON reserves the right to all rights in the Firmware (including any existing copyrights and the right to apply for industrial property rights).

2. Third-Party Technology

2.1. To the extent any technology licensed from third parties, including open source software, (collectively, "Third Party Technology") is provided with or embedded into the Firmware, the User shall comply with the terms and conditions of the applicable third-party licenses associated with the Third Party-Technology, in addition to the terms contained in this Agreement. All relevant licenses for the Third-Party Technology are provided in the mounting and operating instructions for the relevant device. By using the Firmware the User agrees to be bound to the terms of the third party licenses. If any applicable third-party license requires SAMSON to furnish the User with a source code of the Third-Party Technology, SAMSON will provide it to the User upon written request and against extra charge.

2.2. SAMSON MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD-PARTY TECHNOLOGY, ALL THIRD PARTY TECHNOLOGY IS PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT WILL SAMSON BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE THIRD-PARTY TECHNOLOGY.

3. Cooperation by User

3.1. The User shall observe the necessary due diligence in the use of the Firmware and the device. The aspects of operational safety (e.g. backup of user data) shall be taken into account by the User.

3.2. The results generated by the Firmware shall be validated prior to their use. Similarly, the User shall be obliged to create a backup of data at regular intervals, in order to ensure that it can be reproduced in the event of loss.

3.3. The User is responsible for the prevention of security issues with regard to its systems and data.

3.4. The User acknowledges that SAMSON does not control the User's processes or the creation, validation, sale or use of the User's products. SAMSON will not be liable for any claim or demand made against the User by any third party, except for SAMSON's obligations to indemnify the User against infringement claims as expressly set forth herein.

4. Disclaimer

4.1. SAMSON MAKES NO WARRANTIES EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT. STATEMENTS ABOUT THE FIRMWARE IN ANY COMMUNICATION WITH THE USER CONSTITUTE TECHNICAL INFORMATION ONLY, NOT A WARRANTY OR GUARANTEE. SAMSON DISCLAIMS THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAMSON DOES NOT WARRANT THAT THE OPERATION OF THE FIRMWARE WILL BE UNINTERRUPTED OR ERROR FREE.

4.2. With respect to the Third-Party Technology, the disclaimer of warranty provided for in Clause 2.2 of this Agreement shall apply.

4.3. For defects in rem, irrespective of any legal basis, SAMSON shall be liable only insofar as SAMSON has fraudulently concealed the respective defect.

5. Intellectual Property Infringement Indemnity

5.1. SAMSON will indemnify and defend, at its expense, any action brought against the User to the extent that it is based on a claim that the Firmware infringes any copyright, any trade secret, or a patent or trademark issues or registered by the United States, Japan, or a member of the European Patent Organization, and will pay all damages finally awarded against the User by a court of competent jurisdiction or agreed in settlement, provided that the User gives SAMSON (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim, and (iii) sole authority to defend or settle the claim.

5.2. If a permanent injunction is obtained against the User's use of a Firmware, SAMSON will obtain for the User the right to continue using the Firmware or will replace or modify the Firmware to become non-infringing. SAMSON, in its sole discretion, may provide the remedies specified in this Section to mitigate infringement prior to the issuance of an injunction.

5.3. Notwithstanding anything to the contrary herein, SAMSON will not have any liability or indemnification obligation to the User to the extent that an infringement claim arises out of: (i) use of a version of the Firmware to the extent that a current version is non-infringing, (ii) failure to use a correction, patch or new version of the Firmware offered by SAMSON that performs substantially the same functions; (iii) use of the Firmware in combination with software, equipment or products not provided by SAMSON, (iv) use of any Firmware for which SAMSON has ceased to offer maintenance services to customers generally; (v) any change to the Firmware not made by SAMSON, or (vi) compliance with specifications provided by the User.

5.4. This Intellectual Property Infringement Indemnity Section represents the sole and exclusive liability of SAMSON to the User for infringement of third-party intellectual property rights.

6. Liability for Compensational Claims

Unless expressly provided to the contrary hereunder, SAMSON does pay damages on account of a violation of contractual or non-contractual obligations only in case of (i) intent or gross negligence, (ii) negligent or deliberate fatal injury, physical injury or injury to health, (iii) on account of assuming a quality

or durability guarantee or (iv) on account of compulsory statutory liability pursuant to the German Product Liability Act or on account of any other compulsory liability. Liability for damages exceeding that provided for in the preceding sentence is excluded irrespective of the nature of the claim.

7. Data Collection and Use

7.1. The User acknowledges and agrees that the Firmware and/or hardware used in connection with the Firmware may collect data resulting from or otherwise relating to the use of the Firmware and/or hardware ("Collected Data"). The Collected data does not represent personal data. Collected Data may be used by SAMSON for purposes of providing the User with service/product recommendations, bench marking, energy monitoring, and maintenance and support. SAMSON shall be the exclusive owner of all Collected Data.

7.2. SAMSON shall have the right and ability to use the Collected Data for its own business purposes, including improvement of the Firmware, research, product development, product improvement and provision of products and services to SAMSON's other customers (collectively, "SAMSON's Business Purposes"). In the event, SAMSON is not the exclusive owner or is prevented from owning the Collected Data exclusively as a result of applicable law or other reasons, the User grants SAMSON a non-exclusive, locally unlimited, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit the Collected Data and the data derived therefrom for SAMSON's Business Purposes.

8. Term, Termination of Use

8.1. This Agreement shall be valid for an indefinite term.

8.2. The User may terminate this Agreement at any time by providing written notice to SAMSON. SAMSON may terminate this Agreement or any license granted hereunder immediately on notice (i) for reasonable cause, including without limitation the User's filing or being filed in bankruptcy; or (ii) the User ceasing to do business, or (iii) for any breach of this Agreement by the User that remains uncured after thirty (30) days' notice thereof.

8.3. In the event of termination of this Agreement, the license granted hereunder automatically terminates and use of the Firmware shall be discontinued immediately and the Firmware, as well as any copies thereof, shall be permanently deleted.

9. Taxes and Duties

The User agrees to pay, and to reimburse SAMSON for the payment of, any applicable taxes and or duties including, but not limited to, sales taxes, value added taxes, goods and services taxes, consumption taxes or any other fee that is imposed by any governmental authority on the User's use of the Firmware.

10. Feedback

10.1. The User may provide suggestions, comments, or other feedback (collectively "Feedback") to SAMSON with respect to SAMSON's products and services, including the Firmware. Feedback is voluntary and SAMSON is not required to hold it in confidence.

10.2. SAMSON may use Feedback for any purpose without obligation of any kind. To the extent a license is required under the User's intellectual property rights to make use of the Feedback, the User hereby grants SAMSON an irrevocable, non-exclusive, perpetual, world-wide, royalty-free license to use the Feedback in connection with SAMSON's business activities, including enhancement of the Firmware, and the provision of products and services to SAMSON's customers.

11. Miscellaneous

11.1. The aforesaid provisions shall also be valid for all updates/upgrades and program modifications for the Firmware provided by SAMSON, insofar as these do not constitute the subject-matter of a separate agreement. Otherwise, the provisions set forth in such agreement for the respective update/upgrade or program modification shall be applicable exclusively.

11.2. Should individual provisions or parts of this Agreement be invalid, the remaining provisions and parts shall remain in force.

12. Applicable Law, Jurisdiction

12.1. The substantive law of the Federal Republic of Germany shall be valid, with the exclusion of the provisions of the UN Convention on the International Sale of Goods. This choice of law does not exclude the User from the protection afforded to him by the provisions which, under the law of the country in which he has his habitual residence, may not be derogated from by agreement.

12.2. Insofar as the User is not a consumer or has no regular place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising due to or in connection with this Agreement shall be Frankfurt am Main, Germany.