

# SOFTWARE LICENSE AGREEMENT

between

the consortium „**TrainBraC**“ consisting of

**DB Systemtechnik GmbH**

Pionierstraße 10  
32423 Minden  
Germany

and

**Knorr-Bremse Systeme für Schienenfahrzeuge**

Moosacher Straße 80  
80809 München  
Germany

and

**Siemens Mobility GmbH**

Werner-von-Siemens-Str. 69  
91050 Erlangen  
Germany

– hereinafter called „**Licensor**“ –

and

**[Licensee],**  
**[Street No.]**  
**[Postal Code, Town]**  
**[Country]**

– hereinafter called „**Licensee**“ –

hereinafter solely called “**Party**” and together called “**Parties**”.

## **Preamble**

- (A) The Licensor is a consortium named TrainBraC consisting of DB Systemtechnik GmbH, Brakes and Couplings, Pionierstraße 10, 32423 Minden, Germany, Knorr-Bremse Systeme für Schienenfahrzeuge GmbH, Moosacher Straße 80, 80809 Munich, Germany and Siemens Mobility GmbH, Werner-von-Siemens-Straße 69, 91050 Erlangen, Germany (*hereinafter called “**Consortium**”*).
- (B) The Consortium has developed a software called TRAINBRAC which shall be a widely approved brake calculation tool. The Consortium intends to license the Software to third parties. The DB Systemtechnik GmbH represents the Consortium in the Consortiums function as Licensor and shall in this respect be responsible for the central administration, the granting of licenses and availability of support and training. However, the details of future updates (availability, scope, price, etc.) shall not be defined by the DB Systemtechnik GmbH but by the Consortium.

- (C) The Licensee is [please complete, if necessary description of Licensee in general and in specific concerning the development of this kind of software].
- (D) To regulate the terms and conditions for the provision and the Use of the Software, the Parties hereunder enter into the following Agreement:

## 1 Definitions

As used herein, the following terms shall have the following definitions:

Affiliate	Means a company or entity of which a Party directly or indirectly owns an interest of at least 50 % or a company or entity which directly or indirectly owns an interest of at least 50 % of a Party.
Business Third Party	Means the end customer or any customer of the Licensee.
Combination Use	Means Use of the Software in conjunction with any of the following, unless such Use is prescribed in the Documentation: (i) any software other than the Software; (ii) any apparatus other than a Designated Unit; and/or (iii) any activities of Licensee or its authorized Affiliates not licensed under this Agreement.
Designated Unit	Means each individual computer on which the Software and third-party database are installed.
Documentation	Means the Licensor's documents, in any medium, which are delivered to Licensee under this Agreement, including the Licensor's manuals, training materials, program listings, data models, flow charts, logic diagrams, functional specifications, instructions, and complete or partial copies of the foregoing.
Key Properties/ Functions	Means the main functions of the Software as described in <b>Annex 1</b> .
Key User	Means any user selected by Licensee to be trained and authorized by Licensor to train the Licensees' other users.
Productive Use	Means the Use of the Software solely for the purpose of the brake calculation.
Proprietary Information	Means: (i) with respect to the Licensor: the Software and Documentation and any complete or partial copies thereof, the program concepts, third-party database, any other third-party software licensed with or as part of the Software, benchmark results; and (ii) with respect to the Parties: any information reasonably identifiable as the confidential and proprietary information of the Licensor or the Licensee or their licensors excluding, any part of the Licensor's or Licensee's Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other Party; or (b) was or is rightfully acquired by the other Party from a source other than the disclosing Party prior to receipt from the disclosing Party; or (c) becomes independently available to the other Party as a

matter of right.

If required by the transmitting Party the other Party has to prove above mentioned a) to c) by competent legal evidence.

Software	Means: (i) the software called "TRAINBRAC" as specified in <b>Annex 1</b> hereto, developed by the Consortium; (ii) any releases, versions, or correction levels of the Software as contemplated by this Agreement; and (iii) any complete or partial copies of any of the foregoing.
Specification	Means the complete factual and technical description of the Software in electronic and printed form.
Use	Means to load, (un)install, execute, access, employ, run, store or display the Software.

Further definitions in this Agreement are marked by fat and cursive writing.

## **2 License Grant**

### 2.1 Grant of License

2.1.1 Subject to this Agreement, the Licensor grants to the Licensee a non-exclusive and non-transferable right of Use of the Software and the Documentation (including training materials according to **Annex 3**) except for the Productive Use in countries in accordance with **Annex 4**. For the avoidance of doubt this license grant does not include the right of reverse engineering, or to modify, copy, port or translate the licensed Software and/or the Documentation. The Licensee shall under no circumstances have access to the Software source code.

2.1.2 The Licensor grants to the Licensee the required number of installations according to the conditions set forth in **Annex 2** hereof. For each installation, Licensee will receive a specific Serial Key (*hereinafter referred to as "Serial Key"*) which is used to activate the installation on the corresponding Designated Unit. Such Serial Key will only work on the specific Designated Unit.

2.2 Business Third Parties may have access to the Software for the Productive Use provided that

2.2.1 Business Third Parties are expressly limited to screen access to the Software at the Licensee and under no circumstances Business Third Parties shall have access to the Software source code;

2.2.2 such Use by Business Third Parties shall be subject to the following:

- Licensee accepts responsibility for the acts or omissions of such Business Third Parties as if they were Licensee's acts or omissions;
- Licensee shall indemnify the Licensor against losses or damages suffered by the Licensor arising from breach of this Agreement by any such Business Third Party as if effected by Licensee; and
- such Use shall not constitute an unauthorized exportation of any Proprietary Information of the Licensor.

- 2.3 In general, the Licensee may grant sub-licenses only with prior written approval of the Licensor. If the Licensee and the Licensor agree to any further sub-licensing, such sub-licensing agreement must contain all material provisions of this Agreement. The Licensee shall obligate the Licensees sub-licensees to fully observe the terms and conditions of this Agreement for which Licensee remains responsible.

If the Licensee buys more than 20 installations (see **Annex 2**) the Licensor grants to the Licensee the right to generate an unlimited number of Serial Keys by means of a serial key generator which will be delivered by the Licensor. The Licensee is allowed to use such Serial Keys for himself and the Licensee may assign them to Affiliates without limitation. The Licensee shall not be allowed to assign such self generated Serial Keys to any Business Third Party or any other third party.

### **3 Access to the Software, Installation, Cooperation Obligations**

- 3.1 The Licensee shall receive the required number of copies of the Software via internet download or by e-mail, as well as the Documentation according to **Section 4**.
- 3.2 The installation of the Software shall be performed by the Licensee and is supported by a setup routine. The Licensee is responsible for the compliance of its Designated Units with the system requirements set forth in **Annex 1**.
- 3.3 At Licensee's request, and in accordance with the terms of the maintenance and services agreement according to **Section 5**, Licensor may at its own discretion agree to provide pre-installation support, installation support, consulting and additional training services for the Software licensed hereunder.
- 3.4 The Licensee shall receive one Serial Key for each installation (unless the Licensee received a serial key generator for the Software by Licensor) which allows the Use of the Software on a Designated Unit. If the Licensee wants to change the Designated Unit, the Licensee may request and the Licensor may at its own discretion agree to and provide the Licensee with a new Serial Key to allow the Use of the Software on the changed Designated Unit. In this case, the Licensee shall be obliged to refrain from using the old Serial Key and the old Serial Key shall be deleted.
- 3.5 The Licensee undertakes to comply with the following cooperation obligations:
- 3.5.1 The Licensee undertakes to select at least one suitable technical expert who has to participate in a Key User Training according to **Section 6** and **Annex 3** prior to the Use of the Software.
- 3.5.2 The Licensee shall not install or use the Software before the Key User Training is completed. Any other employees of the Licensee shall only use the Software after they were sufficiently trained by the Licensor or the Licensee's Key User.
- 3.5.3 Any and all communication referring to any requests of Licensee or Licensor as well as any support activity shall be realized by one Key User whose contact information is communicated to Licensor.
- 3.5.4 One Key User shall be made available by Licensee for direct contact with the Licensor at each installation site.
- 3.5.5 The Licensee shall immediately communicate any Software errors to the Licensor by e-mail to [TrainBraC@deutschebahn.com](mailto:TrainBraC@deutschebahn.com).

3.5.6 The Licensee shall record all designated Units and submit the record by Licensor's request.

#### **4 Documentation**

Along with the access to and/ or installation of the Software, the Licensor also provides access to a copy of the Documentation in digital form. The rights of use of the Documentation are subject to the rights of Use of the Software as set forth in the provisions of this Agreement. For the avoidance of doubt the Licensee shall not copy, modify or grant unauthorized persons access to the Documentation.

#### **5 Maintenance and Service**

The Licensor is not obliged to provide updates of the Software to the Licensee, unless the Parties have agreed so within a separate maintenance and service agreement along with its respective remuneration. Any further obligation of service performance by the Licensor, which is not within the range of the regular warranty regulations stipulated within this agreement in **Section 11**, has to be agreed separately in a maintenance and service agreement.

#### **6 Training and Support**

- 6.1 The Licensee undertakes to select at least one suitable technical expert to participate in an obligatory Key User training organized by the Licensor. Such Key User training will usually take place on the Licensee's premises. This obligation is necessary to ensure an efficient and correct use of the Software.
- 6.2 The contents and scope of the training shall be subject to **Annex 3**. Any travel times, transport and travel costs, and any expenses shall be invoiced to the Licensee in the amount agreed upon in accordance with **Annex 3**. The Licensee is responsible for the sufficient basic abilities of the technical experts to be trained. Any further training activities shall be agreed upon in a separate training agreement.
- 6.3 The maximum number of participants for one Key User training is limited. The Licensor may decline the Licensee's technical experts for one certain training at its own discretion.
- 6.4 The Licensee shall be obliged to provide sufficient training by a Key User or the Licensor to each user before the first use of the software by such user under this license.

#### **7 Price and Payment**

In consideration of the license granted hereunder, the Licensee shall pay a non-recurring license fee according to the number of installations of the Software required by the Licensee to the Licensor according to the provisions as set forth in **Annex 2** to this agreement.

## **8 Terms of Payment and Default**

- 8.1 All the prices and fees agreed upon in this Agreement shall be due within 30 days upon invoice date, plus VAT. The Licensor's preferred method of receiving payment for all fees invoiced under this Agreement is by account listed on the invoice.
- 8.2 In case of default Licensor shall accrue interest from Licensee at the annual rate of 8 percent points above the Base Lending Rate of the European Central Bank or at a higher rate if the Licensor proves that higher financing costs accrued.
- 8.3 Fees and other charges described in this Agreement, do not include federal, state or local sales, use, property, excise, service, or similar taxes (*hereinafter called "Taxes"*) now or hereafter levied, all of which shall be for Licensee's account. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to the Licensor prior to the execution of this Agreement.
- 8.4 If the Licensor is required to pay Taxes (excepting taxes on the Licensor's income), the Licensor shall invoice Licensee for such Taxes. Licensee hereby agrees to indemnify the Licensor for and hold it harmless from any Taxes and related costs, interest and penalties paid or payable by the Licensor.

## **9 Proprietary Rights**

- 9.1 Licensee acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the Licensor's Proprietary Information are and shall remain vested in the Licensor and the Licensor's licensors. Licensee acquires only the right to Use the Licensor's Proprietary Information for the Productive Use and does not acquire any ownership rights or title in or to the Licensor's Proprietary Information and that of the Licensor's licensors. The Documentation submitted to the Licensee remains in the ownership of the Licensor.
- 9.2 Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software.

## **10 Confidentiality**

- 10.1 In order to protect the rights of the Licensor and its licensors and the Licensee in their respective Proprietary Information, the Licensor and the Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information.
- 10.2 Neither Party shall, without the other Party's prior written consent, disclose, provide, or make available any of the Proprietary Information of the other Party in any form to any person, except to its bona fide employees, officers, directors, or third parties whose access is necessary to enable such Party to exercise its rights hereunder.
- 10.3 Each Party agrees that prior to disclosing any Proprietary Information of the other Party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this **Section 10** with respect to the Proprietary Information and naming the Licensor or the Licensee, as the case may be, as a third party beneficiary.

## **11 Warranty**

- 11.1 The Licensor warrants that the Software will substantially provide the Key Properties/ Functions. The warranty does not include such damages and/or disturbances that are caused by the Licensee's negligent breach of any provisions of this Agreement. On the Licensor's request the Licensee shall make every effort to support the Licensor in determining and removing the respective defect.
- 11.2 In case the Software does not meet the Key Properties/ Functions the Licensor remedies, at its sole option, as follows:
  - 11.2.1 the Licensor will bring the performance of the Software into substantial compliance with the functional specifications;
  - 11.2.2 the Licensor will re-perform the services (if any) not performed correctly; or
  - 11.2.3 if the Licensor refuses subsequent fulfillment or if the subsequent fulfillment fails, the Licensee shall be entitled to demand the return an appropriate portion of any payment made by the Licensee with respect to the applicable portion of the Software or alternatively withdraw from this Agreement.
- 11.3 The warranty set forth in this Section shall only apply if:
  - 11.3.1 the Software is used by users with prior training by the Licensor or a Key User
  - 11.3.2 the Software is used in accordance with the Documentation; and
  - 11.3.3 the defect is not caused by a modification or extension of the Licensee, any third-party software malfunctions of any fault or omission by the Licensee or the Licensee's user(s).
- 11.4 The Licensor does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors which do not materially affect its performance or that the applications contained in the Software are designed to meet all of Licensee's or its' authorized Affiliates' business requirements.
- 11.5 The warranty period of the Licensor is 12 month unless the Licensor conceals the defect fraudulently or has assumed a guarantee for the workmanship of the software. It begins as soon as the Licensee gains access to the software by downloading it or by receiving it via e-mail.

## **12 Third Party Property Rights**

- 12.1 The Licensor and its licensors make no representation with respect to the possibility of infringement by Combination Use of the Software. The Parties agree that the Licensor has no duty to investigate or to warn Licensee of any such possibility.
- 12.2 If the contractually agreed Use is prejudiced by any third parties' property rights, the Licensor has the right at its own discretion to either modify the Software to a not infringing product, or to obtain the authorization to use the Software without modifications. In case this is not possible at economically reasonable conditions, Licensor shall indemnify and hold harmless Licensee against reasonable costs caused by the infringement of the third party property right by the Software as up to

the amount of an appropriate license fee, which the third party could directly claim from the Licensor for the use of the infringing Software.

- 12.3 The Licensor alone shall be entitled to take such actions which the Licensor determines are reasonably necessary or desirable in its sole discretion in connection with any infringement or alleged infringement by a third party of any portion of the Software and Documentation. Licensee shall not undertake any action in response to any infringement or alleged infringement of the Software and Documentation without the prior written consent of the Licensor, whose consent shall not be unreasonably withheld. Licensee agrees to cooperate with and assist the Licensor by taking whatever action which the Licensor determines to be reasonably necessary or desirable.
- 12.4 The provisions of this section 12 state the sole, exclusive, and entire liability of the Licensor to the Licensee and is the Licensee's sole remedy with respect to the infringement of third-party intellectual property rights.

### **13 Liability**

- 13.1 Regardless of any other provision of this Agreement, the Licensor's liability arising out of or in connection with this Agreement, regardless of which legal reason, shall not exceed 5% of the total license fee for a single event and in the aggregate shall be limited to 20% of the total license fee. The Licensor shall in no event be liable for consequential and/or indirect loss or damages, including but not limited to loss of profit, loss of revenue, loss of use, loss of production, loss of business opportunity, costs of business interruption, loss of data or information, etc.
- 13.2 Without prejudice to the generality of **Section 13.1** above this limitation of liability shall not apply to:
- 13.2.1 liability in respect of death of, or personal injury to, any person;
- 13.2.2 liability for willful default or gross negligence;
- 13.2.3 other cases for which under mandatory applicable law liability can not be excluded.

### **14 Assignment of Rights and Obligations**

- 14.1 The Licensor may at any time assign all the rights and obligations under this Agreement to single members of the Consortium or any third parties. Such assignment shall become effective from the date on which the Licensor shall inform the Licensee in writing of any such assignment.
- 14.2 Licensee may not, without the Licensor's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the Licensor's Proprietary Information, to any party, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation. Any permitted assignment of this Agreement shall provide that the provisions of this Agreement shall continue in full force and effect and that Licensee shall guaranty the performance of its assignee and shall remain liable for all obligations hereunder.



- 14.3 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

## 15 Notifications

Any representations made by a party to the other party hereunder shall be directed to the following addresses:

Licensor:  
DB Systemtechnik GmbH  
Pionierstr. 10  
32423 Minden  
Germany

Licensee:  
[Name]  
[Street No.]  
[Postal Code, Town]  
[Country]  
[Telephone]  
[Fax]  
[E-Mail]

Both Parties hereunder undertake to notify the other Party immediately upon any changes of the above-mentioned contact information. A legal transaction shall be deemed effective if any of the Parties hereunder should send a notification to above-mentioned contact information as amended from time to time, and could not be received there due to the fact that such contract information had changed in the meantime without the required notification being made.

## 16 Effective Date, Termination

- 16.1 This Agreement shall take effect on the date when signed by both parties with legally binding effect and be valid for an indefinite period of time.
- 16.2 This shall not limit the Parties' rights to terminate this agreement for cause. A termination for cause shall include but not be limited to:
- 16.2.1 A Party failing to meet its contractual obligations hereunder and a written request or reminder by the other Party remaining fruitless for a period of 60 days, or
  - 16.2.2 Suspension of business activity or dissolution of a Party, or
  - 16.2.3 A serious deterioration of the financial standing of a Party, or
  - 16.2.4 Essential changes taking place in the control of the capital of a Party or part thereof.
  - 16.2.5 Divestiture of Consortium without legal successor.
- 16.3 Every notice of termination has to be given in writing.

## 17 Consequences of Termination

- 17.1 The rights assigned under this agreement shall return to the Licensor upon the termination of the Agreement without any further legal transaction.
- 17.2 Upon termination of the Agreement, the Licensee is obliged to delete any Software the Licensee may have and to return or destroy the Documentation. Moreover, the Licensee has to physically delete any and all program copies that it may have on any data media upon transfer.
- 17.3 In case of termination according to **Section 16.2.5** the Licensee shall not be obliged to uninstall or delete the Software and to return or destroy the Documentation unless the Licensor so demands in writing. However, if the Licensor does not demand the deinstallation or deletion of the Software and the return or destruction of the Documentation, the Licensee shall at its own discretion be free to use the Software and the Documentation at its own risk.

## 18 General Provisions

- 18.1 Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing Party (*hereinafter called "Force Majeure"*) shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance. If any case of Force Majeure continues for more than 6 months, the Parties hereto shall have the right to terminate this Agreement.
- 18.2 The Licensee shall comply with all export laws applicable to the Software and/or the Documentation in effect from time to time. Without limiting the generality of the foregoing, the Licensee expressly warrants that it will not directly or indirectly export, re-export, or transship the Software or the Documentation in violation of any export laws, rules or regulations of Germany or the United States.
- 18.3 This agreement embodies the entire understanding between the parties relating to the subject matter hereof. There are no supplementary agreements whether written or oral, not contained in this Agreement.

This agreement takes precedence over all prior representations, warranties or agreements between the parties. Any claims or entitlements arising from such prior representations, warranties or agreements that already exist are however not affected thereby.

- 18.4 It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement. In such a case the parties shall replace such invalid provision by mutual consent by another legally effective provision meeting the purpose of the abolished provision to the greatest extent possible. If the Parties fail to reach an Agreement in this respect, any of the Parties may request the court to replace the abolished provision. This shall apply accordingly for a regulatory gap in this Agreement.
- 18.5 Any modifications of and/or amendments to this Agreement or its Annexes, as well as any future amendments and all legal transactions during its performance shall only be effective if made in writing.

- 18.6 If either Party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 18.7 This Agreement will be signed in Germany and be governed exclusively by German law. The application of the UN Sales Convention (CISG) is explicitly excluded.
- 18.8 Exclusive place of jurisdiction for both Parties shall be Munich, Germany.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

**For the Licensor,  
represented by DB Systemtechnik GmbH:**

**For the [Licensee]:**

Minden, [Date]

[Place], [Date]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

### **Annexes**

- Annex 1: Key Properties/ Functions of TrainBraC
- Annex 2: License Fees for TrainBraC
- Annex 3: Contents and Scope of Training
- Annex 4: Excluded Countries

## **Annex 1: Key Properties/ Functions of TrainBraC**

The Software substantially provides the following Key Properties/ Functions:

- Possibility to model vehicles and common brake systems according to EN 14531-2:2015 or newer
- Calculation of braking distance within the numerical accuracy according to EN 14531-2:2015 or newer
- Calculation of basic instantaneous kinematic results, like speed, deceleration, etc.
- Calculation of basic instantaneous kinetic results, like braking energy, power, etc.
- Calculation of mean values of the above mentioned parameters, where physically meaningful
- Printing all results, predefined with the software, on screen
- Printing all results, predefined with the software, in PDF-format and basic explanations of theory and numerical model referring to the printed results as well as their corresponding inputs

The Software has the following system requirements:

- Operating Systems:
  - Windows 2000
  - Windows XP
  - Windows Vista
  - Windows 7 (administrative permissions required)
  - Windows 10 (administrative permissions required)
- Minimum Hardware Requirements:
  - Processor 800 MHz (recommended: 1300 MHz or faster)
  - 256 MB RAM (recommended: 1024 MB RAM or greater)
  - 100 MB hard drive space

## Annex 2: License Fees for TrainBraC

The following license fees shall apply to the Software installations:

Number of installations	Total license fee [€]	Non-recurring License fee per installation [€]	Administration of Serial Keys
1	1,500.-	1,500.-	by Licensor
5	5,000.-	1,000.-	by Licensor
20	10,000.-	500.-	by Licensor
> 20	15,000.-	< 500.-	by Licensee

If the Licensee buys more than 20 installations the Licensor grants to the Licensee the right to generate Serial Keys by means of a license generator which will be delivered by the Licensor.

The Software license fees do not include the training prices as set forth in **Annex 3**.

### **Annex 3: Surrounding Conditions, Costs, Contents and Scope of Training (Face-to-Face)**

- Number of participants:

The maximum number of participants for all training courses shall be 5.

- Duration:

2 days.

- Training agenda:

Start:	8:30 a.m.
Breakfast break:	20 minutes: ~10:00 a.m. – 10:20 p.m.
Midday break	45 minutes: ~ 1.00 p.m. – 1.45 p.m.
Coffee break:	15 minutes: ~ 3:00 p.m. – 3:15 p.m.
End	4:30 p.m.

Longer breaks are to be avoided in the participants' interests.

- Training room:

- The theoretical training shall be held in a training room. A screen or white wall is required for the projection of the beamer. Darkening the room is worthwhile.
- The practical training is based on the work with the Software. Therefore the necessary computer equipment needs to be set up in the training room.
- The training room must have space for the respective maximum number of participants including tables, chairs and computers.
- The Participants shall be provided with adequate parking facilities.

- Requirements:

Basic knowledge of computers and generally used software (Windows, Office, etc.).  
Worthwhile participation in the training.

- Certificate:

Participant will be accepted by Licensor as Key User.

- Costs:

The basic training price shall be EUR 1.000 per training participant and the minimum price per training shall amount to **EUR 3.000**. These prices are exclusive of VAT.

The following costs shall not be included in the basic training price and be charged separately:

- Travel times
- Transport and travel expenses
- Expenses for renting technological equipment

- Contents:

- The contents of the training can be found in the Licensor's official training materials (presentation slides and exercises) which will be provided by the Licensor at the beginning of the training.
- The Licensor shall at all times be entitled to change or amend the content of the training at its own discretion to adapt the training to the skills, expertise and previous knowledge of the Licensee's participants.

- Scope:

The scope of the training shall be to provide a good understanding of the Software concept to Key Users and Users and to enable an efficient and correct use of the Software. The Key Users shall furthermore learn to train and support all other Users.

- Documentation:

- Presentation slides
- Exercises

#### **Annex 4: Excluded Countries**

In the following countries the Productive Use is not permitted:

Non EU-Countries if subject to export restrictions based on German or EU law.