SOFTWARE LICENSE AGREEMENT – TASKING BV

IMPORTANT - READ CAREFULLY

THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL PERSON OR A SINGLE LEGAL ENTITY, REFERRED TO HEREIN AS "YOU") AND TASKING BV ("TASKING" HEREIN) FOR THE USE OF CERTAIN COMPUTER TECHNOLOGY DEVELOPED AND DISTRIBUTED BY TASKING, WHETHER IN THE FORM OF COMPUTER SOFTWARE, HARDWARE, FIRMWARE OR ANY OTHER FORM, TOGETHER WITH ANY APPLICABLE DOCUMENTATION (COLLECTIVELY, THE "LICENSED MATERIALS"). THIS AGREEMENT APPLIES TO EVERY ORDER FORM AND ANY AND ALL ACCESS OR USE BY YOU OF THE LICENSED MATERIALS. THE APPLICABILITY OF ANY OTHER TERMS OR CONDITIONS, INCLUDING YOUR PURCHASING OR GENERAL TERMS AND CONDITIONS IS EXPRESSLY REJECTED. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE EXECUTING AN ORDER FORM AND/OR INSTALLING, USING OR REGISTERING TO USE THE LICENSED MATERIALS. BY EXECUTING AN ORDER FORM AND/OR INSTALLING, USING OR REGISTERING TO USE THE LICENSED MATERIALS, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, OWNERSHIP AND GRANT OF LICENSE TERMS IN SECTIONS 2 AND 4, THE LICENSE RESTRICTIONS IN SECTION 3, THE CONFIDENTIALITY PROVISIONS IN SECTION 5, AND THE LIMITATIONS OF LIABILITY AND DISCLAIMERS IN SECTIONS 8, 9 AND 10.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO INSTALL, OR USE OR REGISTER THE LICENSED MATERIALS; IF YOU HAVE ALREADY OBTAINED OR PURCHASED THE LICENSED MATERIALS, BUT HAVE NOT INSTALLED OR USED THEM, PROMPTLY RETURN THE LICENSED MATERIALS TO THE PLACE WHERE YOU OBTAINED THEM AND YOUR MONEY (IF ANY PAID) WILL BE REFUNDED. TASKING AND ITS LICENSORS OWN ALL INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE AND HARDWARE SUPPLIED HEREUNDER; ANY SOFTWARE IS LICENSED, NOT SOLD, AND TASKING PERMITS YOU TO DOWNLOAD, INSTALL, USE OR OTHERWISE BENEFIT FROM THE SOFTWARE, OR THE INTELLECTUAL PROPERTY RIGHTS THEREIN, ONLY IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. USE OF OTHER, THIRD-PARTY, MATERIALS AND SERVICES INCLUDED IN OR ACCESED IN CONNECTION WITH THE SOFTWARE MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS OF SAID THIRD PARTIES. THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED COPYING. YOU MAY NOT DISABLE OR ATTEMPT TO CIRCUMVENT SUCH TECHNOLOGY. ENGAGING IN ANY SUCH ACTIVITY MEANT TO MODIFY OR CIRCUMVENT SUCH RESTRICTIONS ON UNAUTHORIZED COPYING SHALL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT, WHETHER OR NOT TASKING IS AWARE OF YOUR ACTIVITIES AT THE TIME OR DISCOVERS THEM LATER. ANY FURTHER USE OF THE SOFTWARE OR OTHER LICENSED MATERIALS BY YOU SUBSEQUENT TO SUCH TERMINATION WILL EXPOSE YOU TO LIABILITY FOR COPYRIGHT INFRINGEMENT AND OTHER CLAIMS.
1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions will have the following meanings:

1.1. Academic Use License is one that: (i) in the case of employees (faculty and academic staff) performing software development, software engineering or non-commercial, academic research for Licensee's use only in the ordinary course of Licensee's employees; and (ii) in the case of enrolled students, meeting classroom requirements of courses and study offered by the Licensee. Note: All Licenses are non-transferable, including, but not limited to: (a) any use by any person for purposes of supporting research and development for any commercial (for profit) entity; and (b) any use by any person for purposes of supporting research and development for any non-profit (for profit) entity.

1.2. Country License is a multi-user license for use of the Licensed Materials at multiple sites within one geographic country by a specified number of users.

1.3. Continental License is a multi-user license for the Licensed Materials at multiple sites within one geographic continent by a specified number of users.

1.4. Effective Date means the date which is the earlier of (a) Your initial access to or use of the Licensed Materials as specified in the Order Form or (b) the date of this Agreement.

1.5. Error means a substantial failure of the Licensed Materials to meet the Specifications of the Licensed Materials, which failure must be demonstrable and reproducible. The term “Functionality in the TASKING Software Products” that was present in a previous version does not qualify as an Error.

1.6. Global License means a license for the Licensed Materials at multiple sites anywhere in the world by a specified number of users.

1.7. Intellectual Property Rights means patent, copyright, design right (whether registered or unregistered), database rights, trademarks (whether registered or common law), trade secrets, confidential information and any other form of intellectual property rights under any jurisdiction worldwide.

1.8. Internet Based License Management System means a website at www.tasking.com or such other address designated by TASKING through which the Licensed Materials may be readily accessed by You on an on-demand basis.

1.9. Libraries means compiled computer software development library files supplied as part of the Licensed Materials.

1.10. License Period means Your permitted license period for the Licensed Materials, as set forth in the Order Form.

1.11. Licensed Materials means the computer hardware, firmware and TASKING Software Products provided to You hereunder. You may use the Licensed Materials only as provided and only as many times as specified in the Order Form as specified in the Licensed Materials.

1.12. Licensee is the person or entity to whom the Licensed Materials are licensed hereunder.

1.13. Licensee's employees means any entity that directly or indirectly controls, is controlled by, or a member of the same corporate family as Licensee, and in the event such entity is so employed or a TASKING Affiliate, You shall ensure that such contractor has entered into an appropriate confidentiality agreement with TASKING or any designated TASKING Affiliate that protects the Licensed Materials in a manner that is no less protective than the provisions of this Agreement. If You have licensed the Licensed Materials on a Single Site License, Country License, Continental License or Global License basis and within the geographic limitations of such licenses, You may only make such use of the Licensed Materials as stated in Section 2.3 above; (b) allow any third party to have access to or use the Licensed Materials for evaluation purposes only and in no event may such a license be used for any purpose other than evaluation; (c) distribute the Licensed Materials to a third party to whom You have licensed the same, including in connection with any Temporary Uses, (d) impair the Licensed Materials in any way and in no event may You alter the Licensed Materials for any purpose whatsoever, whether by allowing excess persons to use the Licensed Materials or otherwise, (e) allow the Licensed Materials to be available virtually or as part of any remote build, (f) distribute, provide in a service bureau, rent, lease or in any other way make available to any third party, without obtaining prior written consent of TASKING; permitted hereunder to You.

1.14. License User means any product designed, manufactured or marketed by You or on Your behalf that incorporates all or any portion of the Licensed Materials, in whole or in part.

1.15. Licensee's employees means any open source license that complies with the Open Source Definition specified at www.opensource.org and any other comparable open source license.

1.16. Licensed Use means use of the Licensed Materials by You in accordance with Sections 2 and 3 below.

1.17. Product Evaluation License means a limited time license granted to You for the sole purpose of evaluating the Licensed Materials and their suitability for Your environment. In no event shall such a license be used by You for commercial or production purposes, in particular for the design, implementation, design, implementation, manufacture of Licensed User Products, and any such use shall automatically void the Product Evaluation License, even without the prior written consent of TASKING.

1.18. Safety Data means the set of safety and security related data that applies to the Licensed Materials or parts thereof as published by TASKING on the website at www.tasking.com or as part of the Licensed Materials.

1.19. Security System means the methods of enabling any TASKING Software Products provided with the Licensed Materials to operate in accordance with the way they were designed or intended and as specified in the Licensed Materials.

1.20. Single Site License means a multi-user license for use of the Licensed Materials at a single geographic site by a specified number of users. For purposes of a Single Site License, the phrase “geographic site” means a site no greater than one-half mile (800 meter) radius. You may have Software temporarily used by an employee for telecommuting purposes from locations other than such geographic site, such as the employee's residence, an airport or hotel, provided that such employee's primary residence, an airport or hotel, provided that such employee's primary


1.22. Temporary Use means use of the Licensed Materials at a site, location or in a geographic area not otherwise licensed heretoeunder by You, but wherein the use of the Licensed Materials must: (a) be temporary and time-limited; (b) in no event result in an additional charge to You; (c) be for evaluation purposes only and in no event may such a license be used for any purpose other than evaluation; (d) allow the Licensed Materials to be made available to only one person at a time for evaluation purposes only and in no event may such a license be used for any purpose other than evaluation; (e) not include the Licensed Materials except as may otherwise be allowed herein; (f) in no event compromise or impair the Licensed Materials; and (g) in no event compromise or impair the Licensed Materials. You may have Software temporarily used by an employee for telecommuting purposes from locations other than such geographic site, such as the employee's residence, an airport or hotel, provided that such employee's primary residence, an airport or hotel, provided that such employee's primary

1.23. User means the entity, either individual or company, that is obtaining the Licensed

2. Ownership and Grant of License

2.1. Scope of Agreement. This Agreement governs your initial order of the Licensed Materials as well as any orders for additional Licensed Materials. This Agreement shall be governed by the laws of the State of Texas, USA, without regard to its conflicts of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, and no party hereto shall assert, assert, hereby grants You for the duration of the License Period(s) a non-exclusive, non-transferable, license, except as may otherwise be allowed herein; and d) in no event compromise or impair the Licensed Materials.

2.2. Definitions

2.2.1. Licensee is the person or entity to whom the Licensed Materials are licensed hereunder. In no event shall You disclose, transfer, assign, publish, distribute, provide in a service bureau, rent, lease or in any other way make available to any third party, without obtaining prior written consent of TASKING; permitted hereunder to You.

2.2.2. License User means any product designed, manufactured or marketed by You or on Your behalf that incorporates all or any portion of the Licensed Materials, in whole or in part.

2.2.3. Licensee's employees means any open source license that complies with the Open Source Definition specified at www.opensource.org and any other comparable open source license.

2.2.4. Temporary Use means use of the Licensed Materials at a site, location or in a geographic area not otherwise licensed heretoeunder by You, but wherein the use of the Licensed Materials must: (a) be temporary and time-limited; (b) in no event result in an additional charge to You; (c) be for evaluation purposes only and in no event may such a license be used for any purpose other than evaluation; (d) allow the Licensed Materials to be made available to only one person at a time for evaluation purposes only and in no event may such a license be used for any purpose other than evaluation; (e) not include the Licensed Materials except as may otherwise be allowed herein; (f) in no event compromise or impair the Licensed Materials; and (g) in no event compromise or impair the Licensed Materials. You may have Software temporarily used by an employee for telecommuting purposes from locations other than such geographic site, such as the employee's residence, an airport or hotel, provided that such employee's primary residence, an airport or hotel, provided that such employee's primary
3. Security Documents. In the event that you intend to use (part of) the Licensed Materials to develop, design, manufacture, produce, sell, resell, import, export or otherwise distribute, or permit third parties to do so, you must review the Security Documents and become familiar with any amendments. In no event shall TASKING's liability under this Agreement be deemed to exceed an amount equal to the fees paid and the amount of any fees outstanding as of the date of any claim. You shall, at all times, maintain, in good order, copies of the Security Documents and other records to support your right to use the Licensed Materials. You must provide access to your security personnel to TASKING (or one of its Affiliates) on request and at no charge. You must use the security protocols and practices provided by TASKING to access the Security Documents and the extent thereof to any other party or third party.

4. Indemnification for Licensed User Products

4.1. You are liable for any loss or damage to, or destruction of, any Licensed User Product resulting from, or in connection with, your use of the Licensed Materials, including any claims by third parties against any other party for payment of any such losses or damages. You will indemnify, defend and hold harmless TASKING, its Affiliates, its licensors, its employees, officers, directors, consultants, independent contractors and agents (each a "Licensed User Product Indemnified Party") from and against any loss, liability, cost, damages, or claims brought by any third party or groups of persons arising out of or related to the use of any Licensed User Product, including but not limited to any representations or warranties you or any other party make about the Licensed User Product and any allegations that the Licensed User Product infringes any Intellectual Property right of third parties. The foregoing indemnification obligation does not apply to any part of the damage which involves the damage which has conclusively established that it is caused by the Licensed User Materials in which case the limitations of liability set out in Section 10 shall apply between TASKING and You.

4.2. Indemnification for Licensed User Products. You will indemnify, defend and hold harmless TASKING, its Affiliates, its licensors, its employees, officers, and consultants from and against any loss, liability, cost, damages, or claims brought by any third party or groups of persons arising out of or related to the use of any Licensed User Product, including but not limited to any representations or warranties you or any other party make about the Licensed User Product and any allegations that the Licensed User Product infringes any Intellectual Property right of third parties. The foregoing indemnification obligation does not apply to any part of the damage which involves the damage which has conclusively established that it is caused by the Licensed User Materials in which case the limitations of liability set out in Section 10 shall apply between TASKING and You.

10. Limitation of Liability

10.1. The entire liability of TASKING in respect of any attributable breach of its contractual obligations (expressly including any warranty or indemnity obligation agreed with You arising under or in connection with this Agreement in relation to any actual or implied warranty of any kind, either express, implied or statutory, including any warranty of merchantability or fitness for a particular purpose) will be limited to the amount paid by You to TASKING in the preceding twelve (12) months for the applicable Licensed Materials. To the extent permitted by law, TASKING shall not be liable for any of the following: (a) incidental, consequential, special, indirect, or exemplary damages (including, without limitation, lost profits, lost savings, lost revenue, or any damages or costs arising out of or in any way connected with the use of the Licensed Materials or loss arising from or caused by any failure or delay in delivery or performance including by reason of the inaccuracy or incompleteness of any information); (b) damages relating to interruption, delay, computer failure or breakdown or failure of or damage to any system, or any loss or damage caused by the omission or alteration of any data stored in any system or by the corruption of any program or data stored in any system; (c) any loss or damage caused by the interruption, failure or corruption of any system, or the inability of any system to perform any function, or (d) any loss or damage caused by the unavailability of any system or any inability to access any such system. Notwithstanding the foregoing, TASKING shall be liable for any exemplary damages up to an amount of EUR 500,000 for each and every injurious event. In the event of an Error after said ninety (90) day period, TASKING shall have no obligation to replace or repair the error or any part of the Licensed Materials. In the event of an Error before said ninety (90) day period, TASKING shall have no obligation to replace or repair the error or any part of the Licensed Materials.


11.1. Fees and payment. You shall pay all fees specified in the Order Form in accordance with the payment terms stated therein. Fees paid under this Agreement are non-refundable. If TASKING fails to provide any Licensed Materials specified in an Order Form, and such failure is not cured within thirty (30) days of notice, all payments due shall be immediately refundable. You shall reimburse TASKING for all costs and expenses incurred by TASKING in the course of attempting to provide the Licensed Materials to You. If You fail to make any payment due under this Agreement when due, TASKING may, at its sole discretion, and in addition to any other rights or remedies which TASKING may have, (a) give You a written notice specifying the amount due and the date by which such amount is due and the date by which such amount is due and the date by which the amount is due and the date by which the amount is due and the date by which the amount is due and the date by which the amount is due and the date by which the amount is due and the date by which the amount is due, and (b) suspend or terminate all or any of the Licensed Materials specified in an Order Form. TASKING may also, at its sole discretion, make any such payments in accordance with applicable laws by third-party online services providers.

12. Your Risk. EXCEPT AS EXPRESSLY AGREED TO BY TASKING OR A TASKING AFFILIATE IN A SEPARATE, SIGNED WRITTEN AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE USE OF ANY SUCH WEBSITES OR ONLINE SERVICES IS AT YOUR OWN RISK.
11.2. Failure to pay. If You fail to pay amounts due or fail to do so on time, You shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If You fail to pay the amount due after a demand for payment or a notice of default has been issued, TASKING shall be entitled to refer the debt for collection, in which case You must pay all judicial and extrajudicial costs, including all costs charged by external experts.

11.3. Suspension. You may not suspend any payment and may also not set off any amounts due to TASKING against any other claim you may have. If You fail to pay amounts due to TASKING, TASKING may suspend Your right to use the Licensed Materials and, if purchased by You, annual software support immediately upon notice of any deficiency in Your payment obligations. TASKING shall give You thirty (30) days written notice of its intention to suspend Your right to use the Licensed Materials and/or the provision of annual software support if the relevant breach is not remedied and You fail to remedy such breach within such period.

11.4. Changes to fees. If a periodic payment obligation applies to You, TASKING shall be entitled to adjust the applicable fees each year due observance of a notice period of six months. This adjustment will be announced by email and/or otherwise, for example, via a price list or website. If You fail to pay the adjusted fee within the specified period, TASKING is entitled to terminate the Agreement, effective on the date on which the new fees would have come into effect, in writing within two (2) weeks after announcement of the price increase. If You do not respond to an announced fee increase within said period of two (2) weeks, You are deemed to have accepted TASKING's new fee conditions.

12. Orders through Resellers or TASKING Affiliates
12.1. This section applies if You order the Licensed Materials through a Reseller or a TASKING Affiliate. Instead of paying TASKING, You will pay the applicable amounts to the Reseller or TASKING Affiliate. TASKING may suspend or terminate Your rights to use the Licensed Materials if TASKING, or a designated TASKING Affiliate, does not receive the corresponding payment from the Reseller or TASKING Affiliate. Instead of an Order Form with TASKING, Your order details (e.g., the license model and type, term and applicable fees) will be as stated in the Order Form placed with TASKING by the Reseller or the TASKING Affiliate on Your behalf, and the Reseller is responsible for the collection and payment to TASKING. The Reseller or TASKING Affiliate is responsible for the internal procedures for the delivery and invoicing of the Licensed Materials. If a refund under this Agreement then the Reseller or the TASKING Affiliate will be solely responsible for refunding the appropriate amounts to You. Resellers or a TASKING Affiliate are not authorized to modify this Agreement or make any promises or commitments on TASKING's behalf without TASKING's consent, and TASKING is not bound by any obligations to You other than as set forth in this Agreement, unless TASKING has so agreed in writing.

13. Export Restriction
Depending upon the jurisdiction in which the Licensed Materials are licensed, this Agreement and the Licensed Materials may be subject to certain government export and other restrictions, and You shall comply with all applicable laws in connection therewith. You agree that You will not export or re-export the Licensed Materials, reference images or accompanying documentation in any form without the appropriate governmental licenses. Failure to comply with this provision is a material breach of this Agreement and shall result in the automatic termination of this Agreement, whether or not TASKING is aware of the same at the time.

You understand that portions of the Licensed Materials and related documentation may have been licensed to TASKING from third parties and that such third parties are entitled third party beneficiaries of the provisions of this Agreement. The stipulations in this Agreement have not been made for the benefit of TASKING, but also for the benefit of the TASKING Affiliates, all persons working for TASKING or TASKING Affiliates for the performance of an agreement, including Resellers and contractors, and all persons for whose actions and omissions TASKING or TASKING Affiliates could be liable.

15. Assignment
Except as otherwise set forth herein, neither this Agreement, nor any interest herein or therewith, can or may be transferred or assigned by You or, by operation of law, or otherwise, without TASKING's prior written consent, and including whether such transfer or assignment is by operation of law, agreement of merger, sale of assets of either otherwise. Any such transfer or assignment contrary to the foregoing sentence shall be null and void. TASKING may assign or delegate any of its rights or obligations hereunder to any TASKING Affiliate or any company acquiring all or substantially all of the assets of TASKING or its ultimate parent entity.

16. Governing Law; Jurisdiction
16.1. This Agreement shall be governed by the laws of The Netherlands, without reference to conflict of law or choice of law principles or decisions. Nothing in this Agreement will affect the rights of any government, public or private, of the jurisdiction in which You reside or do business ("You" is used here to mean the person or entity entering into this Agreement and all of its successors and assigns). This Agreement contains the entire agreement and understanding between the parties with respect of the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether oral or in writing. No addition or modification to this Agreement is valid unless made in writing and signed by authorized person of TASKING and You.

16.2. Unless and to the extent that provisions of mandatory law preclude this, all disputes that may arise between the parties because of or in connection with this Agreement and the Licensed Materials may be subject to certain government export and other restrictions, and You shall comply with all applicable laws in connection therewith. You agree that You will not export or re-export the Licensed Materials, reference images or accompanying documentation in any form without the appropriate governmental licenses. Failure to comply with this provision is a material breach of this Agreement and shall result in the automatic termination of this Agreement, whether or not TASKING is aware of the same at the time.

16.3. This Agreement shall be governed by the laws of The Netherlands, without reference to conflict of law or choice of law principles or decisions. Nothing in this Agreement will affect the rights of any government, public or private, of the jurisdiction in which You reside or do business ("You" is used here to mean the person or entity entering into this Agreement and all of its successors and assigns). This Agreement contains the entire agreement and understanding between the parties with respect of the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether oral or in writing. No addition or modification to this Agreement is valid unless made in writing and signed by authorized person of TASKING and You.

16.4. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect of the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether oral or in writing. No addition or modification to this Agreement is valid unless made in writing and signed by authorized person of TASKING and You.

16.5. Revision Agreement. TASKING is entitled to revise the terms and conditions of this Agreement, including to the extent necessary to comply with any regulation or legislation applicable to TASKING or the Licensed Materials, or through the TASKING website. The amended terms and conditions enter into effect on the date mentioned in the message in which TASKING announces the revisions.
This ADDENDUM (the ADDENDUM) shall apply together with the TASKING Agreement in connection with the order of licenses for a certain TASKING software product known as TASKING PERFORMANCE LIBRARIES. In the event of a discrepancy between this ADDENDUM and the Agreement, this ADDENDUM shall control. Unless contradicted by the terms of this ADDENDUM, all restrictions and obligations in the TASKING Agreement shall apply to Your license of TASKING PERFORMANCE LIBRARIES from TASKING. The terms and conditions of this ADDENDUM shall apply to Your Software licenses upon any use or registration thereof by You.

1. Definitions

In this ADDENDUM, unless the context otherwise requires, the following expressions will have the following meanings:

1.1. Licensed User Product means any product designed, manufactured or marketed by You or on Your behalf that incorporates all or any of the TASKING PERFORMANCE LIBRARIES, or were designed using any of the Licensed Materials.

1.2. Performance Libraries License means a license for use and deployment of the Software for a number of specified Projects. If such license is for the creation of a Licensed User Product, there is a specified limit upon the number of units thereof that You may create and distribute to end users.

1.3. Project means an identified, verifiable application development project that uses the Software, as defined below, whether for internal use or for the creation of a Licensed User Product for distribution to end users. A Project may include use of the Software for minor revisions or error corrections but major revisions to any prior development (whether internal or as a licensed User Product) shall constitute a separate Project for which a separate license of the Software is required.

1.4. Software means a certain computer software product based upon certain open source computer libraries and further developed by TASKING which is known as the TASKING PERFORMANCE LIBRARIES software. The particular form of TASKING PERFORMANCE LIBRARIES licenses purchased by You and the limitations thereon shall be indicated on the commercial documents identifying the order.

2. License

2.1. You are granted a license to the Software that comports with the type of license ordered by You. The commercial documents exchanged between the parties shall identify the type of License ordered by you and You shall notify TASKING of any usage of the Software not in accordance with the type of license purchased. Your license gives You the worldwide right to use, reproduce, modify, create derivative works of, distribute and display the Software either internally or as part of a Licensed User Product, again in accordance with the type of license You have ordered.

2.2. You understand and agree that the Software may be based in part upon open source software. This Agreement does not limit Your rights under, or grant You rights that supersede, the license of any open source software delivered to You by TASKING. In case of conflict, the license terms of such open source software shall supersede the terms and conditions of this Agreement. For the open source copyright information, licensing terms and additional information please check the folder “licenses”.

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