



IGEL END USER LICENSE AGREEMENT (EULA)

PLEASE READ THIS END USER LICENSE AGREEMENT (“**EULA**”) CAREFULLY BEFORE USING IGEL SOFTWARE. BY CLICKING “ACCEPT” (OR OTHERWISE ASSENTING TO THE TERMS OF THIS EULA) OR ACCESSING, INSTALLING, OR OTHERWISE USING THE IGEL SOFTWARE, YOU (A) ACCEPT THIS EULA AND AGREE THAT END USER IS BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF END USER AND BIND END USER TO ITS TERMS. IF END USER DOES NOT AGREE TO THE TERMS OF THIS EULA, IGEL DOES NOT LICENSE THE IGEL SOFTWARE TO END USER, AND END USER SHALL NOT ACCESS, INSTALL OR USE THE IGEL SOFTWARE, AND END USER SHALL PROMPTLY DELETE THE UNUSED IGEL SOFTWARE.

1. **General.** This End User License Agreement (“**EULA**”) is between IGEL Technology GmbH, Herrmann-Ritter-Str. 110, 28197 Bremen, Germany (“**IGEL**”) and the customer (individual or entity) that has procured the licensed IGEL Software (as defined below) for use as an end user (“**End User**”). This EULA applies solely to licenses to IGEL Software granted by IGEL Technology GmbH as licensor. Purchases of licenses from licensors other than IGEL Technology GmbH are subject to a separate end user license agreement (available on www.igel.com). End User acknowledges and agrees that, as between End User and IGEL, IGEL and its licensors are the sole owners of all right, title and interest in and to the IGEL Software, and all Intellectual Property Rights (as defined below) inherent or in connection with the IGEL Software are and shall remain the sole property of IGEL. All rights not expressly granted to End User are retained by IGEL and its licensors. “**IGEL Software**” means the object code form of the IGEL proprietary software solutions, including “**IGEL OS**”, the “Universal Management Suite” (“**IGEL UMS**”) and/or the “IGEL Enterprise Management Pack” (“**IGEL EMP**”) licensed to End User under this EULA, together with any Updates thereto and Documentation. The full use of the IGEL Software requires the purchase of a Subscription Key as further described in Section 2 below. “**Documentation**” means, collectively, the official, published IGEL Software operation instructions, release notes and user manuals for the IGEL Software, in electronic or written form, that IGEL has provided or otherwise made available to End User. “**Intellectual Property Rights**” means all past, present, and future rights of the following types, which may exist or be created under the laws and acts of any jurisdiction in the world: (a) rights associated with utility models and designs, works of authorship, including copyrights, moral rights, and mask work rights; (b) registered and unregistered trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent, industrial property rights, and certain technical and non-technical know-how; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, continuations, combinations, divisions, and reissues of, and applications for, any of the rights referred to in parts (a) through (e) of this sentence.
2. **Obtaining and Using IGEL Software.** End User obtains IGEL Software, whether as a preinstalled release or as executable installation files, in different ways, for example via a software download or preinstalled on a “**Device**” (e.g. endpoints or virtual machines). All non-licensed



releases (i.e., without any unlocked features) and executable installation files have greatly reduced usability. The fully-intended use of the IGEL Software requires a “**Subscription Key**”, a technically generated and unique letter/number- combination, to obtain a productive functionality of the IGEL Software by unlocking the features of the IGEL Software through input of the applicable license inside the IGEL Software. With the purchase of the IGEL Software and Maintenance and Support (as defined in Section 15) through a Reseller, the End User receives one or more Subscription Keys. In the IGEL License Portal (“**ILP**”), the End User can use the Subscription Keys to carry out the technical provisioning of the licenses and services on the Devices. The purchase is executed through a Reseller under a purchase order or other order document between End User and the Reseller where a corresponding order from an IGEL authorized distributor who is distributing to the Reseller has been accepted by IGEL (such purchase order, an “**Order Form**”). End User agrees to pay the amounts set forth in the relevant purchase order or other order form between End User and the applicable Reseller. Fees for Subscription Keys for licenses for IGEL Software and for Maintenance and Support shall be invoiced as agreed between End User and the Reseller. Notwithstanding the foregoing, End User understands and agrees that fees for Subscription Keys for licenses to IGEL Software and fees for Maintenance and Support shall be paid in advance of the relevant term covered. End User acknowledges that the Reseller and IGEL are independent of each other and that the Reseller does not have any authority to bind IGEL in any way, make any modifications to this EULA or to make any warranties or representations on IGEL’s behalf and that IGEL has no liability whatsoever for any acts or omissions of any Reseller.

3. **License Grant.** Subject to and conditioned upon End User’s compliance with the restrictions and other terms and conditions of this EULA and full payment of the applicable Subscription Key fees, IGEL hereby grants to End User a limited, non-exclusive, non-transferable and non-sublicensable license, to use the IGEL Software for which End User has purchased a Subscription Key for End User’s internal business purposes and solely in accordance with the Documentation. Use of the IGEL Software shall be strictly limited to the number and type of licenses for either a specified period of time or perpetually (as further described in Section 5.1) as set forth on the applicable Order Form pursuant to which Subscription Keys are purchased from IGEL.
4. **Third Party Service Provider.** End User may permit its Operators (as defined below) to access and use the IGEL Software solely for End User’s and its Affiliates’ (as defined below) benefit and only in accordance with this EULA and the applicable Documentation. End User shall be responsible and liable for all acts and omissions committed by it and its Affiliates, and their respective Operators, as if they were the acts and omissions of End User. End User may not allow any other party to access or use the IGEL Software (except as expressly set forth in Section 6 below). IGEL shall be allowed to take technical measures to protect the IGEL Software and/or with a view to agreed restrictions regarding the license and use of the IGEL Software by End User. End User is not allowed to remove or evade such technical measures. “**Third Party Service Provider**” means an individual employed by or who provides services as an independent contractor to End User or its Affiliates (excluding Outsourcers addressed in Section 6) and who is supported with or uses the IGEL Software for the sole benefit of End User or its Affiliates. “**Affiliate**” means any person or legal entity that controls, is controlled by or is under common control with End User or IGEL (as applicable); where ‘control’ means the possession, directly or indirectly, of



the power to direct or cause the direction of the management and operating policies of an entity through the ownership of voting securities (more than fifty percent (50%) of an entity's voting or equity securities, contract, voting trust or otherwise).

5. **License Models.**

- 5.1. Depending on the purchased version of the IGEL Software and Maintenance and Support, the license grant in Section 3 shall be either (a) without restriction in terms of time and territory and limited to installation and use of such IGEL Software on the number of Devices or instances corresponding to the number of licenses purchased by End User ("**Perpetual License**") or (b) time-limited to the individually purchased duration specified on the Order Form and limited to installation and use of such IGEL Software on the number of Devices or instances corresponding to the number of licenses purchased by End User ("**Subscription License**"). Details on IGEL Software, Maintenance and Support offerings and their corresponding license structure is available at <https://www.igel.com/igel-license-overview>. To the extent that multiple instances of IGEL Software are installed and executed on a Device, each instance shall require a separate valid license. End User may create copies of IGEL Software solely to the extent that it is necessary to enable the unlocking of functions on the number of Devices or instances, corresponding to the number of licenses purchased with the Subscription Key, and to use IGEL Software as intended. In addition, End User may create a reasonable number of backup copies of IGEL Software as reasonably necessary to support its internal business continuity and disaster recovery operations in the ordinary course of business. End User shall include on all such copies of the IGEL Software.
- 5.2. If the IGEL Software is provided to End User by way of a download, the purchased license includes the right to copy or download the IGEL Software to a Device that meets the minimum technical requirements to operate the applicable IGEL Software.
- 5.3. The simultaneous use of the purchased IGEL Software license on more than one Device is not permitted.
- 5.4. End User is entitled to transfer its License (which is bound to a certain Device) to another Device, if and as far as it ceases to use the unlocked IGEL Software on the originally bound Device (e.g., via uninstalling the IGEL Software).
6. **Outsourcer.** End User's right of use under this EULA includes the limited right to permit outsourced services providers to access and use the IGEL Software (other than Test Software) within the framework of cloud or data center services contracted by, and solely for the benefit of, the End User ("**Outsourcer**"), provided that End User shall ensure Outsourcer's compliance with the terms and conditions of this EULA and shall be responsible and liable for all acts and omissions committed by its Outsourcer as if they were the acts and omissions of End User, and any breach by any such Outsourcer of the terms or conditions herein is a breach by End User.
7. **Pre-Release Software; Evaluation Software.** If the IGEL Software provided under this EULA is software that is designated by IGEL (a) as any pre-commercial release software (e.g. indicated by the terms Release Candidate or Technology Preview, as described at <https://kb.igel.com/licensesmore-igelos11/en/software-releases-overview> ("**Pre-Release Software**"), and/or (b) for evaluation or similar purposes ("**Evaluation Software**", and together with Pre-Release Software, "**Test Software**"), End User may exercise the license



grant in Section 3 only for its own internal, non-production evaluation of the Test Software, and End User may not use the Test Software for any other purpose, including competitive analysis, commercial, professional, or for-profit purposes. End User acknowledges and agrees that the Pre-Release Software may not operate correctly, may be substantially modified prior to first commercial shipment, or may be withdrawn completely at any time. END USER'S DOWNLOAD, INSTALLATION, ACCESS, AND USE OF THE TEST SOFTWARE IS AT END USER'S SOLE RISK AND EXPENSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, THE DOWNLOAD, INSTALLATION, ACCESS, AND USE OF TEST SOFTWARE IS PROVIDED "AS IS", AND IGEL DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, SUPPORT OBLIGATIONS, AND OTHER LIABILITIES AND OBLIGATIONS IN CONNECTION WITH THE INSTALLATION, ACCESS, OR USE OF THE TEST SOFTWARE. The license grant Section 3 for Test Software expires 30 days after download of the Test Software unless otherwise agreed in writing by IGEL.

8. **Third Party Software.** End User acknowledges and agrees that the IGEL Software may be provided with certain open source software, as well as any other software products of third parties that are provided together with or in relation to IGEL Software (collectively, "**Third Party Software**"), as referenced in the IGEL Software itself, the Documentation, or on IGEL's website, for use in combination with the IGEL Software. This EULA shall not apply to Third Party Software, and the terms of the license documentation regarding Third Party Software shall govern End User's access to and use of the applicable Third Party Software. Such Third Party Software is distributed to End User solely under the terms set forth in the relevant Third Party Software license agreements (which are referenced in the IGEL Software itself, the Documentation, or on IGEL's website at <https://www.igel.com/terms-conditions/>), and End User acknowledges and agrees that this EULA in no way supplements or detracts from any term or condition therein. ALL THIRD PARTY SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. If and to the extent required by the applicable Third Party Software license, IGEL will make available the required source code for the Third Party Software in response to End User's request.
9. **Termination.** End User may terminate this EULA without refund at any time by ceasing to access and use and removing the IGEL Software from End User's environment, destroying all copies of the IGEL Software and Documentation, and providing written notice to IGEL. IGEL may terminate this EULA, effective upon written notice to End User, in the event that End User materially breaches this EULA and (if such breach is capable of cure) the End User fails to cure such breach within 30 days from IGEL's written notice thereof. Upon any expiration or termination of this EULA, the licenses granted herein will automatically terminate and End User must immediately remove and destroy all copies of the IGEL Software and Documentation, including all back-up copies. Any obligations to pay license, Support, and all other fees incurred prior to termination shall survive termination.



10. **Audit.** During the term of this EULA and for the longer of two (2) years after termination of the EULA or the Support term for the applicable IGEL Software, End User shall maintain accurate and complete records regarding End User's use of the IGEL Software and End User shall (a) permit IGEL (or persons authorized by IGEL) to inspect such records and End User's computer equipment in order to verify that End User's use of the IGEL Software is in compliance with this EULA and that End User has paid the applicable license fees and Support fees for the IGEL Software; (b) if so requested by IGEL, certify through a director or officer of End User, that End User's use of the IGEL Software is, and has been at all times during the applicable license term been, in accordance with this EULA; and (c) permit IGEL (or persons authorized by IGEL) to inspect records regarding End User's use of the IGEL Software, whether through the provision of Support by IGEL using such tools and/or IGEL Software available to IGEL from time to time, or otherwise. IGEL may conduct an audit once per calendar year (or more frequently if IGEL has knowledge or reasonable belief of End User's non-compliance with any material term of this EULA) and such audits shall take place during normal business hours and on reasonable prior notice. Without prejudice to any other rights and remedies, where such audit reveals any underpayment, End User shall immediately pay such underpayment to IGEL and where any underpayment is more than five percent (5%) of the amounts payable by End User for the audited period, End User shall promptly reimburse IGEL for the reasonable costs of the audit.
11. **Intellectual Property Indemnification.**
- 11.1. IGEL shall (at its own expense) defend or settle any unaffiliated third party claim, suit or proceeding brought against End User alleging that the IGEL Software infringes upon any patent or copyright of such third party ("**Infringement Claim**"), and IGEL shall indemnify End User from any damages finally awarded to such third party by a court of competent jurisdiction as a result of the Infringement Claim or any settlement of the Claim between IGEL and the third party. IGEL's obligations above are conditioned on End User (a) promptly notifying IGEL in writing of the Infringement Claim or threat thereof such that IGEL is not prejudiced by any delay in such notification, (b) doing nothing which may prejudice IGEL's defense of such Infringement Claim, and (c) giving IGEL the sole right to control the investigation, defense and settlement of the Infringement Claim and, if so requested by IGEL, End User providing reasonable assistance at IGEL's expense. If any Infringement Claim is made or in IGEL's opinion appears possible, IGEL shall, at its sole expense and option either: (a) procure the right for End User to continue to use the alleged infringing IGEL Software; (b) replace or modify the IGEL Software to make it non-infringing; or (c), if neither (a) nor (b) are reasonably achievable, terminate this EULA, and provide End User with a refund of the license fees actually paid to IGEL for End User's affected IGEL Software subject to a straight line depreciation over a three (3) year period from purchase. IGEL assumes no liability for any Infringement Claim or allegations of infringement based on: (a) the combination, operation, or use of the IGEL Software with products, services, hardware, data or other materials not furnished by IGEL, if such Infringement Claim would have been avoided by the use of the IGEL Software alone; (b) alterations or modifications to the IGEL Software by End User or its agents or at End User's direction; (c) the failure to install any Updates made available by IGEL; (d) End User's use of any IGEL Software after IGEL had provided End User with a subsequent non- infringing release of the IGEL Software or its replacement; (e) use of the IGEL Software otherwise than in accordance with the Documentation and any Applicable Laws; or (f) if



End User settles or makes any admissions with respect to an Infringement Claim without IGEL's prior written consent.

- 11.2. End User shall (at its expense) indemnify, defend and hold harmless, or at its option settle, any third party claim, suit or proceeding brought against IGEL, its Affiliates and their respective employees, officers, and directors ("**IGEL Indemnitee(s)**") alleging that End User's use of the IGEL Software in violation of this EULA infringes upon any Intellectual Property Right of any third party or violates Applicable Laws, and End User shall pay all third party costs and damages awarded against the IGEL Indemnitees in judgment of such claim or agreed to in settlement of such claim between End User and such third party; provided that the IGEL Indemnitee(s): (a) provide End User with prompt notification of the claim, such that End User is not prejudiced by any delay in such notification; and (b) provide reasonable assistance in connection with the defense or settlement, at End User's expense. Notwithstanding the foregoing, End User may not settle any claim without the relevant IGEL Indemnitee's consent to the extent such settlement requires the IGEL Indemnitee to admit liability, fault, or a wrongful act or conduct and/or otherwise requires the payment of un-indemnified money damages by the IGEL Indemnitee.
12. **Confidentiality.** Each party shall keep confidential, and not disclose to any third party (except each party's respective Affiliates, employees and consultants who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained herein) any Confidential Information which may be provided in connection with this EULA. "**Confidential Information**" means any non-public information disclosed by one party to the other party, either directly or indirectly, whether communicated in writing, orally or electronically (including, without limitation, pricing, trade secrets, product plans, products, services, customers, software including the IGEL Software (both object and source code), Documentation, designs, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure., Confidential Information will include any and all non-public information relating to any IGEL Software and any associated training, Documentation, and other related materials, regardless of whether or not such materials are marked as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information that is disclosed to a party by one or more third parties. Notwithstanding the foregoing, Confidential Information will not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing party; (b) becomes publicly known after disclosure by the disclosing party to the receiving party through no fault of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party (as shown by the receiving party's files and records); (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information (as shown by documents and other competent evidence in the receiving party's possession). In the event Confidential Information is required by law or lawful order to be disclosed by the receiving party, the receiving party will first promptly give the disclosing party written notice of such requirement prior to any disclosure so that the disclosing party may



have sufficient time to seek a protective order or other appropriate relief, and disclose only that portion of Confidential Information that the receiving party is legally required to disclose.

13. **Maintenance and Support Services**

- 13.1. End User may purchase maintenance services for the IGEL Software that entitles End User to official IGEL Software product updates, upgrades, enhancements or other modifications (“**Maintenance**”). Under Maintenance, the End User obtains access to software functionality releases that IGEL may, in its sole discretion, release to End User from time to time. New versions of the IGEL Software (known as “**Release Versions**”) are made generally available to End Users with active Maintenance services (or applicable Subscription services that includes Maintenance) at the same level for all its active licenses of IGEL Software. IGEL may also in its sole discretion provide End User with Stable Releases and/or Private Builds for IGEL Software that has not yet reached End of Maintenance status. “Private Builds” are updates to the IGEL Software primarily aimed at fixing errors and “Stable Releases” may, in addition to that, contain new features or functions. IGEL shall not be obligated to release new versions, patches, hotfixes or other adaptations or modifications of any Third Party Software. The installation of new versions, Stable Releases, Private Builds and Third Party Software shall solely be the End User’s responsibility. Official updates provided by IGEL under Maintenance, excluding any technology preview or release candidate updates, shall be considered IGEL Software under the terms of this EULA.
- 13.2. End User may also purchase support services for the IGEL Software (“**Support**”). All Support (including Support levels) provided for the IGEL Software is further described in and subject to IGEL’s then-current Terms for Maintenance and Support Services as displayed at <https://www.igel.com/terms-conditions/>. If End User purchases Support for the IGEL Software, End User is required to purchase and maintain Support at the same level and for the same number of all active licenses of the IGEL Software.
14. **Data Backup.** The End User is responsible for performing data backups at regular intervals and for backing up this data on a separate data carrier. This is particularly recommended before installing an Update. In addition, the End User is responsible for protecting itself from the loss of data by using appropriate measures.
15. **Compliance with Applicable Law.** End User agrees to abide by and act in accordance with all laws, regulations and rules (“**Applicable Laws**”) applicable to End User’s access to and use of the IGEL Software and to End User’s conduct in connection with this EULA, in particular relating to applicable privacy and data protection laws and anti-corruption laws in force at any time during the term of this EULA.
16. **Restrictions on Use.** Except as permitted by law or as expressly authorized by IGEL in writing, End User will not (and will not permit any Affiliate, Operator, or third-party including Outsourcers to):
- a) Remove, obscure, or modify any copyright or patent notices, trademarks, trade names, service marks, logos, restricted rights legends, or proprietary or confidential notices from any part of the IGEL Software or Documentation;
 - b) attempt to ascertain the source code of the IGEL Software or any of its components by any means, decompile, deconstruct, copy or to duplicate, reverse engineer,



disassemble or decode the IGEL Software or any copy, adaptation, component, transcription or merged portion of them, or attempt to do any of the foregoing;

- c) use, offer, transfer, or distribute the IGEL Software in competition with IGEL including on a time-sharing or service bureau basis;
- d) modify, adapt, translate or create derivative works based on the IGEL Software, or in any way cause the IGEL Software to be subject to any open source obligations;
- e) transfer the IGEL Software;
- f) create, disclose, distribute, sublicense, license or otherwise transfer any implementation of IGEL's application programming interfaces (APIs) except to support End User's authorized use of the IGEL Software within End User's internal organization;
- g) use any software, device or other means designed to circumvent or remove any form of Subscription Key or copy protection used by IGEL in connection with the IGEL Software, or use the IGEL Software together with any, Subscription Key or other copy protection device not supplied by IGEL or through a Reseller; or
- h) subject to the limited sublicense right permitted under Section 6 in respect of Outsourcers, assign, sell, resell, rent, lease, distribute, sub-license or otherwise transfer or convey the IGEL Software, any of its components or adaptations, or any Documentation relating to the foregoing.

17. **General Provision.**

- 17.1. **Assignment.** Except as expressly permitted herein, End User may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the EULA. Any attempted assignment in violation of the foregoing shall be void and of no effect.
- 17.2. **Export Restriction.** End User will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any IGEL Software in breach of any applicable export and import control laws and regulations, including, but not limited to, regulations the European Union, of the United States Bureau of Industry and Security, the United Kingdom Department for Business, Innovation & Skills, Canada and other applicable countries and agencies.
- 17.3. **Severance.** If any provision of this EULA is held to be unenforceable, void or invalid under Applicable Law, or if it contains a gap, the validity of these terms is not affected thereby and the remaining provisions will remain in full force. The provision concerned shall be deemed to be replaced with a valid provision which comes closest to what the IGEL had intended with respect to the purpose under the invalid or void provision.
- 17.4. **Entire EULA.** Subject to Section 8, this EULA, together with all other documents that are incorporated by reference herein, represent the complete and exclusive statement between IGEL and End User with respect to the IGEL Software and supersedes all prior or contemporaneous oral or written communications and arrangements concerning the subject matter contained herein.
- 17.5. **Force Majeure.** Neither party will incur any liability to the other party for any loss or damage resulting from any delay or failure to perform any part of the EULA (except for a failure to pay fees)



if such failure or delay is caused by circumstances beyond the parties' reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake and acts of God; however, inability to meet financial obligations is expressly excluded. IGEL shall not be liable for any failure or delay in performing its obligations on account of End User's failure to perform its obligations under this EULA.

- 17.6. **Variation.** Any variation to the EULA shall only be binding when agreed in writing and signed by both parties.
- 17.7. **Governing Law.** This EULA and all claims and actions of End User relating to IGEL Software are governed by the laws of Germany. The courts of Bremen, Germany, shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this EULA. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this EULA.
- 17.8. **Translation.** This EULA has originally been created in German and was then translated into the English version. In case of doubt regarding the interpretation of this EULA and its provisions, it is understood that the German version – that can be viewed and downloaded under <https://www.igel.de/geschaeftsbedingungen/> – shall be consulted as reference for the interpretation.

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