

Electronic End-User Licensing Agreement

RELUX Informatik AG & Relux Information Technology Ltd (hereinafter: RELUX) for ReluxSuite and ReluxNet

Information for the use

This is an agreement between you (the "licensee") and Relux INFORMATIK AG ("RELUX"), a joint stock company entered in the Swiss commercial register. If you declare acceptance of this agreement at the end of the text, you confirm thereby that you have carefully read and understood this agreement and agree to all provisions and conditions contained therein.

This is an end-user licensing agreement (hereinafter: "agreement"). It is enclosed with the ReluxSuite software products (ReluxPro, ReluxOffer, ReluxEnergy, ReluxNet, ReluxEnergy CH, ReluxCAD, ReluxTunnel) and corresponding explanatory material ("software") as well as product data of manufacturers who make these available to the public via RELUX products.

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2. Restrictions

2.1 The licensee may not change or modify the installation program in any way. The software is licensed and marketed by RELUX for the purposes of viewing, marketing and distributing product data of RELUX members. Any third-party plug-in or improvement which makes it possible to save data from these members either directly or indirectly, or to make further use of said data, is expressly forbidden.

2.2 The licensee undertakes to neither modify the software, nor align, translate, reverse-develop, decompile or disassemble it, nor attempt to establish the source code of the software in any other way or

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access product data of RELUX members.

3. Ownership, secrecy and industrial property rights

3.1 Ownership and property rights

The licensee's rights of software utilization are limited to those expressly granted within the framework of this agreement. All other rights, in particular ownership rights, industrial property rights, copyright to the software, and all authorizations of use not expressly allocated to the licensee, shall remain with RELUX.

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The software incorporates information, ideas, concepts and processes relating in particular to the processing of data for specific applications, which constitute business and trade secrets of RELUX. The licensee thus undertakes to treat the software with the same care and confidentiality as own business and trade secrets, not to use it for any other than the intended purpose set out in this agreement, not to make it available in any way or form whatsoever to third parties either in part or whole, and not to publish it.

3.3 Identifier rights

All identifier rights (trademarks, etc.) belong to RELUX or other legal owners. Licensees are not entitled to make use of protected identifier rights without prior written permission of RELUX or the respective legal owner.

3.4 Protection of property rights

The licensee hereby confirms recognition of all property rights, in particular the RELUX copyright,

and undertakes during the entire licensing term not to contest the validity and scope of these rights and to take all measures, as instructed by RELUX, to protect the rights of RELUX to the software. In particular, the licensee undertakes to apply the RELUX trademark symbol to all copies of the software whether in part or whole, and to promptly inform RELUX of any respective property right violations coming to the licensee's attention.

4. Limitations of Liability

4.1. RELUX supplies the licensee with the software without warranty of any kind.

4.2 RELUX and its members provide no guarantee and accept no liability for software performance or for the results of the licensee utilizing the same.

4.3 RELUX and its members do not warrant or guarantee, either expressly or tacitly, that no property rights of third parties have been violated, or that the software is marketable or suitable for any specific purpose whatsoever.

4.4 RELUX does not provide any guarantee that the software can be used uninterruptedly and error-free in all combinations desired by the licensee with any required data, information technology systems, and other software, or any guarantee that the correction of one programming error will eliminate the possibility of other programming errors.

4.5 Any liability or obligation on the part of RELUX from or in conjunction with the application or use of the software and the results achieved therewith and also from the testing of programs, from the recovery of non-secured data, and for direct, indirect or consequential damage such as loss of profit, unrealized

savings, additional expenses of the licensee or claims by third parties, is excluded insofar as it is legally permissible. This shall also apply notwithstanding the possibility of such damage having been pointed out to a RELUX representative.

4.6 None of the provisions contained in the present agreement restricts the statutory rights of any party in the role of a consumer.

5. Applicable law

This agreement and any disputes arising therefrom between the parties to the same are subject to Swiss law, excluding jurisdiction by court of arbitration. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall not apply.

6. Place of Jurisdiction

The courts of Basel, Switzerland, shall be the sole competent court for any disputes arising from or in conjunction with this agreement.

7. General provisions

7.1 If any individual provisions or parts of this agreement prove to be invalid, ineffective or unenforceable, this shall not affect the validity of the remainder of the Agreement.

7.2 This agreement shall terminate automatically if the licensee fails to fulfil the provisions contained therein despite being granted a reasonable period of time within which to do so. This agreement may only be modified in writing, and any such modification must be signed by an authorized senior executive of RELUX.

7.3 This agreement between the licensee and RELUX replaces all previous presentations, discussions, assurances, end-user license

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agreements, communications and advertising regarding the software.

7.4 Each licensee is provided with a copy of this agreement after installing the software. If you have any questions regarding this agreement or require any further information from RELUX, please contact either the RELUX branch for your country or Relux Informatik AG, www.relux.com, info@relux.com

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Basel, Juni 2013