SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT IS ENTERED INTO BY AND BETWEEN HYBRID SOFTWARE ("HYBRID") AND THE CUSTOMER ("CUSTOMER"). THIS SOFTWARE LICENSE AGREEMENT APPLIES TO ALL SOFTWARE COMPONENTS OF HYBRID'S PRODUCTS AS LICENSED TO THE CUSTOMER. THIS AGREEMENT SHOULD BE READ IN CONJUNCTION WITH AND IS SUBJECT TO HYBRID'S TERMS OF SALE AVAILABLE AT: WWW.HYBRIDSOFTWARE.COM/TERMS-AND-CONDITIONS/

IT IS EFFECTIVE BETWEEN THE CUSTOMER AND HYBRID AS OF THE DATE ON WHICH THE CUSTOMER ACCEPTS THIS AGREEMENT BY SIGNING THE ORDER CONFIRMATION AND IN ANY CASE AT THE LATEST AS OF THE DATE ON WHICH THE CUSTOMER INSTALLS, ACCESSES, DISPLAYS, RUNS, OR OTHERWISE USES THE SOFTWARE AND PRODUCTS (THE "EFFECTIVE DATE").

BY CUSTOMER INSTALLING, ACCESSING, DISPLAYING, RUNNING, OR OTHERWISE USING THE SOFTWARE, CUSTOMER ACKNOWLEDGES TO HAVING RECEIVED, AND READ THIS AGREEMENT, UNDERSTANDING IT, AND AGREEING TO BE BOUND BY ITS FULL CONTENTS. CUSTOMER ALSO AGREES THAT THIS AGREEMENT READ IN CONJUNCTION WITH THE TERMS OF SALE AND THE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS (INSOFAR APPLICABLE) IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN HYBRID AND CUSTOMER AND SUPERSEDES ALL PRIOR REPRESENTATIONS OR AGREEMENTS, ORAL OR WRITTEN, BETWEEN HYBRID AND CUSTOMER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT. IN NO CIRCUMSTANCES WILL THE TERMS, CONDITIONS, OR PROVISIONS OF ANY PURCHASE ORDER, INVOICE, OR OTHER ADMINISTRATIVE DOCUMENT ISSUED BY CUSTOMER IN CONNECTION TO THIS AGREEMENT BE DEEMED TO MODIFY, ALTER, OR EXPAND THE RIGHTS, DUTIES, OR OBLIGATIONS OF THE PARTIES UNDER, OR OTHERWISE MODIFY, THIS AGREEMENT, REGARDLESS OF ANY FAILURE OF HYBRID TO OBJECT TO SUCH TERMS, PROVISIONS, OR CONDITIONS.

IF CUSTOMER DOES NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT OR IN CASE CUSTOMER IS NOT WILLING TO COMPLY WITH THIS AGREEMENT, CUSTOMER SHALL NOT INSTALL, ACCESS, DISPLAY, RUN OR USE THE SOFTWARE.

This Agreement also covers Third Party Software insofar as no specific license or specific terms and conditions are presented for acceptance the first time that third-party software is downloaded or installed.

1. DEFINITIONS

Capitalized terms used in this Software License Agreement defined in HYBRID's Terms of Sale shall have the same meaning as attributed to them in section 1 of the Terms of Sale unless they have been defined otherwise in this Software License Agreement.

"**Agreement**" means the Agreement for the purchase of HYBRID Products and/or Services consisting of HYBRID's Offer, the Terms of Sale, the Software License Agreement, these Support and Maintenance Terms, and any other document which is incorporated herein by reference.

"**Client Seat**" means any computer system, software application, or service that can access and run a program window. This includes, but is not limited to, PCs, workstations, terminals, Terminal Services Clients, virtual PCs, and servers.

"**Customer**" means the legal entity acquiring usage rights to the Software.

"**Customer Data**" means all data (including personal and production data), text, images, artworks, photographs, non-HYBRID or third-party applications, and other content and material, in any format, provided by Customer or any of Customer's users that is stored in, run on or entered by or on behalf of the Customer in the Software.

"**Confidential Information**" means information that is marked as confidential or that should be reasonably understood to be confidential. The structure and user interfaces of the Software and their underlying ideas and Documentation are always considered as HYBRID's Confidential Information. Confidential Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party.

"**Intellectual Property Rights**" means patents, inventions, trademarks, domain names, rights in know-how, trade secrets, copyrights, copyrights on software, computer programs, database rights, rights related to copyrights, and any other intellectual and industrial property rights, whether registered or not and including without limitation the right to amend and further develop the objects of those rights and the right to assign the rights to third parties.

"**Documentation**" means the user manual, in electronic code form, any technical release notes, and other technical supporting documentation that is accessible through the HYBRID data center, or available upon request from HYBRID's Support Service.

"**HYBRID**" means the HYBRID contracting legal entity that fulfilled the Customer's order as identified in the Order Confirmation.

"**New Version**" means any major release of the Product, which incorporates a new feature or features, new features or major enhancement(s) to the features of the Software Product, and in addition may contain also security updates, Incident corrections, and/or (minor) any other changes to the Software Product. HYBRID may determine in its sole discretion what constitutes a New Version.

"**Object Code**" means work in a machine-readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation

or interpretation.

"Open Source License Terms" means any terms or conditions which meet the definition of Open Source found at http://www.opensource.org/docs/osd.

"Offer" means a commercial proposal, (automatic) renewal notification, or any other proposal made by HYBRID for the use of the Product(s) and/or the Services with reference to the relevant Product(s) and/or Services offered and including these Terms by reference.

"Order Confirmation" means any confirmation by the Customer of HYBRID's Offer (by way of signing the Offer or by any other confirmation of the Offer such as purchase orders, e-mails, confirmation letters, etc. referencing HYBRID's Offer or issued in response to HYBRID's Offer).

"**Product**" means standalone Software or optional Software module(s), or - as the case may be - a bundle of Software and/or optional modules and/or Services. The relevant Products are identified in HYBRID's Offer and are further described in the applicable Documentation. Products include without limitation HYBRID's STEPZ® PDF editor and its modules, PACKZ® PDF editor and its modules, CLOUDFLOW® modular production workflow suite and its modules, iC3D® suite and its modules, and color management solutions ColorAnt®, ZePrA®, and CoPrA®.

"Usage Restrictions" means any restrictions in functionality or use of the Product(s), as stated in the Documentation or Order Confirmation.

"Update" means a release of the Software containing security updates, error corrections, bug fixes, patches, and/or minor changes to the Software.

"Software" means the object code (machine-readable) version of a computer program or applications of the relevant Product, standalone or bundled– (as the case may be) and made available by HYBRID for licensing.

2. GRANT OF LICENSE

Provided Customer complies with all the terms and conditions of the Agreement, HYBRID grants Customer, and Customer accepts from HYBRID, a limited, non-exclusive, non-transferable, and non-sublicensable license to use the Software for internal business purposes only and in accordance with the applicable Documentation.

The duration of such license shall be determined in the Order Confirmation and the license shall either be granted as a Perpetual License, or a Subscription/Rental License as further defined in clause 10 (Term and Termination hereafter).

- In case the right to use the Software is granted as part of a Perpetual Product License the license is granted for the full duration of the Intellectual Property Rights with regards to the Products, against payment of the applicable one-time license fee, without prejudice to HYBRID's rights for termination provided hereafter and in the Terms of Sale.

- In case the right to use the Software is granted as part of a Subscription/Rental Product License, the license is granted for the limited duration defined in HYBRID's Order Confirmation (e.g. annual periods) and against periodic payment of the agreed license fees. Upon expiry of the duration of the initial license term, or the then-current license term, the Subscription/Rental Product License shall be automatically renewed for successive terms equal to the initial license term subject to the current version of these Terms of Sale and the applicable Software License Agreement, unless at least forty-five (45) days prior to the date of any such renewal, either party shall have given written notice to the other of its intention not to renew the relevant Subscription/Rental Product License.

In circumstances where the Software, in view of certain functionality, may use the services of a third-party datacenter, the license includes Customer's right to use said services is applicable solely for such purposes and requires Customer's compliance with any applicable Acceptable Use Policy or any other additional conditions regarding the services of the third-party datacenter.

3. LIMITATION OF USE

3.1 The granted right to use the Software is limited to the number of licenses ordered as identified in the Order Confirmation and subject to any additional restrictions and limitations as mentioned in the Order Confirmation and/or the applicable Documentation. All rights not expressly granted are reserved by HYBRID.

3.2 Licenses are typically granted as Client Seat Licenses or Concurrent User Licenses.

- A single Client Seat License allows the Customer to install and run the applicable Software on a single Client Seat at Customer's business premises. In case the Order Confirmation allows installation on a wide area network serving more than one location of Customer's business, Customer is responsible for ensuring that the Software is not used by more than the number of Client Seats licensed [either by means of the technical user or administrative credentials even if the license management routines do not prevent that use].

- When the license is granted as a Concurrent User License the number of users using the Software simultaneously may, at no point in time, exceed the number of licenses set forth in the Order Confirmation.

3.3 If a trial license of the Software is made available to Customer, unless expressly stated otherwise by

HYBRID, a trial license restricts Customer's use of the Software to one Client Seat for a maximum of thirty (30) days and serves solely for internal testing and evaluation and excludes any commercial use whatsoever. HYBRID reserves the right to terminate or modify any trial license in whole or in part, in any manner in its sole discretion, without any prior notice.

Licenses are at all times limited to the Object Code of the Software and do not include any right to access, view or modify the source code of the Software.

3.4   Customer shall not:

(i)   sell, re-license, sublicense, transfer, assign, lease, time-share or rent the Software.
(ii) move or transfer the Software to a different location.
(iii) modify or translate the Software.
(iv) reverse engineer, decompile, modify, adapt, translate, or disassemble the Software or otherwise attempt to discover the source code of the Software or develop competitive software except to the limited extent expressly allowed by non-waivable provisions of any applicable law.
(v)   tamper with, bypass, or alter the license management routines included in the Software or use the Software in violation of any Usage Restrictions and/or the license granted.
(vi) delete, fail to reproduce, or modify any copyright or other proprietary rights notices that appear on or in the Software and Documentation.
(vii) use or permit others to use the Software for or on behalf of any third party, to run an outsourcing business, or for any purpose other than Customer's internal business purposes.

3.5   If Customer receives an Update or New Version of the Software, Customer may continue to use the Software, or the Updated or New Version of the Software, but not both.

3.6   In its sole discretion, HYBRID may provide at the request of Customer replacement Software if the original Software is lost, stolen, or corrupted. Customer agrees to only use the replacement Software or if found or rendered usable, the original Software. Customer will not otherwise dispose of the replacement or original Software. HYBRID is entitled to charge a fee for providing the replacement Software.

3.7   The Software includes license management routines, designed to limit the functionality of the Software to the licensed functionality and/or to prevent the use of the Software outside the scope of the license granted. In order to do so, certain information (such as access credentials and others) is gathered by and or processed by HYBRID in different geographical areas. By entering into and/or accepting this Agreement, Customer consents to the above. Customer is aware that a suitable internet connection at its premises may be required to (i) download the installation files for the Software and (ii) for the license management routines and/or the verification of the access credentials and/or license activation keys.

3.8   Customer will keep all account information up to date, use reasonable means to protect the account information, passwords, and other login credentials, and promptly notify HYBRID of any known or suspected unauthorized use of or access to Customer's account.

4.   BACK-UP

Customer's license includes the right to retain one complete archival copy of the Software, in a restricted and confidential manner, solely for backup purposes and usage in the event the original copy of the Software is unavailable or permanently lost. Customer will reproduce all confidentiality and proprietary notices on this copy and maintain an accurate and up-to-date record of the location where the copy is stored.

5.   OWNERSHIP, INTELLECTUAL PROPERTY AND COPYRIGHT

Customer acknowledges and agrees that the Software and any copies, modifications, translations, amendments, and derivatives thereof are protected by Intellectual Property Rights, including copyright, and will at all times remain the sole property of HYBRID and/or its third-party licensors. Except as expressly stated herein, this Agreement does not grant Customer any Intellectual Property Rights in the Software. All rights not expressly granted are reserved by HYBRID and its licensors.

Customer will not remove any proprietary notice or other legends from the Software and Customer will reproduce those notices and legends on any copies or partial copies that Customer is permitted to make.

Customer grants HYBRID a worldwide, unrestricted, permanent, non-revocable, transferable, sub-licensable, and free-of-charge right to use and incorporate into its services or products suggestions, feedback, enhancement requests, recommendations, corrections, or other feedback and ideas provided by Customer.

6.   WARRANTY AND LIMITATION OF LIABILITY

HYBRID warrants for a period of ninety (90) calendar days after Delivery (the "Warranty Period") that the Software will perform substantially in accordance with the Documentation provided that the Software is used under normal operating and maintenance conditions, as directed in the Documentation, and in compliance with this Agreement.

The date of Delivery shall be understood as the date on which HYBRID notifies the Customer via email or any other agreed-upon communication method when the Software is available for download or access as per article 4 of the Terms of Sale.

The warranty set forth in this Agreement will not apply if defects arise out of an accident, neglect, misuse, failure of utilities, equipment failures, causes beyond HYBRID's control, or use other than ordinary use for which the Software is intended as described in the Documentation.

During the Warranty Period, any Updates and New Versions are free of charge and Customer shall have access to the HYBRID Support Service during the applicable business hours. HYBRID has no obligation to provide any support or maintenance beyond the Warranty Period unless Customer subscribed to a separate support and maintenance agreement as expressed in an Order Confirmation.

The warranty does not cover any software, hardware, or materials not provided by HYBRID, or any combination of HYBRID's Software with the same. Any modifications to the Software by any persons other than the HYBRID will void the warranty and cause an event of default under this Agreement.

DISCLAIMER OF WARRANTY. THIRD-PARTY SOFTWARE AND TRIAL SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED. THE WARRANTIES AND HYBRID'S LIABILITY DESCRIBED IN THIS AGREEMENT ARE HYBRID'S EXCLUSIVE OBLIGATIONS AND THE CUSTOMER'S EXCLUSIVE REMEDIES. THEY ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO OTHER WARRANTIES, REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE ARE MADE OR GIVEN BY HYBRID, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THE SOFTWARE IS ERROR OR BUG-FREE. NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, IS MADE EXCEPT AS SET FORTH IN THIS AGREEMENT. HYBRID EXPRESSLY DISCLAIMS (AND CUSTOMER ACKNOWLEDGES THAT IT DISCLAIMS) ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL HYBRID'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOFTWARE PROCURED UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY AND FOR ALL CLAIMS IN AGGREGATE, EXCEED THE PRICE CUSTOMER PAID UNDER THE AGREEMENT TO HYBRID DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT THAT FIRST GAVE RISE TO THE LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL HYBRID, REGARDLESS OF LEGAL THEORY, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, OR ANY OTHER CLAIMS BY A THIRD PARTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A HYBRID REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS.

NOTHING CONTAINED IN THIS AGREEMENT LIMITS PARTIES LIABILITY IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OR FOR THE TORT OF DECEIT (FRAUD), A BREACH OF SECTION 8 (CONFIDENTIALITY), OR ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

EXCEPT FOR CUSTOMER'S BREACH OF HYBRID'S INTELLECTUAL OR PROPRIETARY RIGHTS, NEITHER PARTY MAY BRING A CLAIM UNDER THIS SOFTWARE LICENSE AGREEMENT MORE THAN TWELVE (12) MONTHS AFTER THE EVENT THAT LED TO THE CREATION OF THE ACTION OR CLAIM.

7.   END OF LIFE

HYBRID may end the life (EOL) of certain Software and Products, including component functionality, by providing written notice on its website. If Customer prepaid a fee for usage of Software that becomes EOL before the expiration of Customer's then-current usage term, HYBRID will use commercially reasonable efforts to transition Customer to a substantially similar Software technology. If HYBRID does not have substantially similar Software, HYBRID will credit Customer for any unused portion of the prepaid fee for the Software declared EOL. If the Customer paid for a Perpetual Product License it shall be entitled to a credit if the Software was declared EOL within thirty-six (36) months of the date of Delivery.

8.   CONFIDENTIALITY

Customer and HYBRID acknowledge that they may each obtain Confidential Information in connection with this Agreement and their relationship. The receiving party shall at all times keep in trust and confidence all such Confidential Information and may use such Confidential Information solely within the context of the performance of this Agreement.

Notwithstanding the above, HYBRID shall be authorized to disclose Customer's Confidential Information to contractors or employees of a HYBRID entity who have a legitimate business need to have access to such information.

Upon termination or expiration of this Agreement (for any reason and at any time), the receiving party shall if so requested, immediately cease use of and return to the disclosing party or destroy all Confidential Information (including all copies thereof) in the receiving party's possession, custody, or control, provided that the receiving party may keep archival copies for regulatory purposes and to enforce its rights and subject to the obligations of confidentiality herein.

This Section 8 shall not apply to information which: (i) has entered the public domain except where such entry is the result of the receiving party's breach of the Terms of Sale; (ii) was rightfully in the receiving party's possession prior to disclosure under the Terms of Sale; or (iii) is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party.

The receiving party will be authorized to disclose Confidential Information as may be required by applicable law pursuant to a valid order issued by a court or government agency or relevant regulatory authority (including a stock exchange), provided that the receiving party provides: (i) prior written notice to the disclosing party of such obligation; and (ii) the opportunity to oppose such disclosure.

9. CUSTOMER DATA AND DATA PRIVACY

Customer is solely responsible for the accuracy, content, and legality of all Customer Data and warrants that it has and will maintain sufficient rights to grant the rights to the HYBRID under this Agreement and that Customer Data will not violate the rights of any third party. Customer grants HYBRID authorization to view, store, copy, and delete or otherwise process Customer Data as part of HYBRID's standard performance of the Software to prevent or address service or technical problems with the services, or as may be required by law and Customer consents and agrees to the processing of Customer Data by HYBRID.

HYBRID may process Personal Data (including name, professional e-mail address, and telephone number) of relevant contact persons and users of the Products and/or Services with Customer when performing the Agreement.

Any processing of personal data by HYBRID is done in accordance with HYBRID's privacy policy available at https://www.hybridsoftware.com/privacy-policy/. Customer expressly confirms to have taken notice of HYBRID's privacy policy and accepts it. Customer shall be responsible for bringing the privacy policy to the attention of its relevant employees or representatives.

HYBRID shall ensure that personal data of employees and representatives of Customer are processed within the framework of the execution of this Agreement, for the following business purposes: (i) development and improvement of HYBRID's products and/or services; (ii) contract and relationship management, (iii) conflict management and legal disputes; (iv) verification of Customers use of the Products and Services, and (v) compliance with legal obligations.

10. EXPORT & TAX

Customer may not export or re-export the Software in violation of any applicable laws or regulations including but not limited to those of the United States of America, the European Union, and the United Kingdom. In addition, if the Software is identified as export-controlled items under the export laws of the United States of America, the European Union, or the United Kingdom, Customer represents and warrants that it's not a citizen, or otherwise located within, an embargoed nation and that Customer is not otherwise prohibited under applicable export laws from receiving or using the Software.

11. TERM AND TERMINATION

11.1   A license granted hereunder is effective from the date of Delivery (the date on which HYBRID notifies the Customer via email or other agreed-upon communication method that the Software is available for download and installation as per article 4 of the Terms of Sale).

11.2   The duration of the license shall be determined in the Order Confirmation and the license shall either be granted as a Perpetual License or a Subscription/Rental License as further.

11.3   Perpetual License: In case the right to use the Software is granted as part of a Perpetual License the license is granted for the full duration of the Intellectual Property Rights with regards to the Software, against payment of the applicable one-time license fee, without prejudice to HYBRID's rights for termination provided hereafter and in the Terms of Sale. Unless otherwise defined in the Order Confirmation, the Software is licensed on a perpetual basis.

Customer may terminate a Perpetual License at any time upon written notice to HYBRID but no portion of any payments of any kind whatsoever previously provided shall be owed or be repayable to Customer.

11.4   Subscription/Rental License: In case the right to use the Software is granted as part of a Subscription/ Rental License, the license is granted for the limited initial duration (the 'Initial Term') defined in HYBRID's Offer (e.g. annual periods) and against periodic payment of the agreed license fees. Upon expiry of the Initial Term, or the then-current license term, the Subscription/Rental License shall be

automatically renewed for successive terms equal to the initial license term subject to the current version of the Terms of Sale and the Software License Agreement and subject to Customer having paid all fees due, unless at least forty-five (45) days prior to the date of any such renewal, either party shall have given written notice to the other of its intention not to renew the relevant Subscription/Rental License.

11.5   HYBRID may terminate any license (or, at its sole direction, choose to suspend Customer's access to the Software and rights granted under this agreement, as well as the performance of all or part of its obligations under this Agreement without cost or penalty) at any time and without prior court intervention at any time, in the following situations:

(a) if Customer defaults in any payment due to HYBRID and such default continues unremedied for at least thirty (30) calendar days after receipt by Customer of written notice thereof;

(b) if Customer is in material default with respect to any other provision of this Agreement, including but not limited to the limitations of use (clause 3) and such failure or default continues unremedied for at least thirty (30) calendar days after receipt of written notice. In case the breach by Customer is not capable of being cured or remedied, HYBRID may terminate the Agreement or any part thereof immediately;

(c) in the event of the appointment of an assignee, referee, receiver, or trustee for the Customer under any insolvency law, or the attempted winding up, liquidation, or dissolution of the Customer for any cause, or should the Customer become the subject of any proceeding under any applicable bankruptcy, receivership, insolvency, winding up or liquidation laws, or if, in the reasonable opinion of HYBRID, the Customer becomes insolvent or bankrupt;

HYBRID may further terminate the Agreement upon twenty (20) days written notice in the event it becomes known that (i) Customer or an Affiliate or Customer's direct or indirect parent has acquired or intends to acquire a controlling interest in a third party, or (ii) Customer or its direct or indirect parent is to be acquired by a third party, or (iii) a controlling interest in Customer or its direct or indirect parent is to be transferred to a third party.

HYBRID may suspend or terminate rights to use the Software at its own discretion through technological means or by providing Customer with a corresponding notification.

Customer may terminate this Agreement at any time and without prior court intervention if HYBRID is in material default with respect to any provision of this Agreement and such failure or default continues unremedied for at least thirty (30) calendar days after receipt by HYBRID of written notice.

11.6   The termination of this license: Customer will cease all use of the Software and return or destroy all copies, full or partial, of the Software, as will be instructed to Customer in writing by HYBRID.

12.   AUDIT RIGHTS

Upon reasonable notice and at its expense, HYBRID shall have the right to perform an audit to determine compliance with the terms of this Agreement. Any such audit shall be conducted during regular business hours at Customer's Location and shall not unreasonably interfere with Customer's business activities. If the audit reveals that Customer's use of the Software exceeds the limitations (Client Seat or other limitations), HYBRID shall have the right to charge Customer the applicable adjusted fees, without prejudice to HYBRID's other rights and remedies.

13.   OPEN SOURCE LICENSE TERMS

If any part of the Software is subject to any Open Source License Terms, as indicated by separate Open Source License Terms provided with the Software, the use and the license of that part of the Software will be subject to those Open Source License Terms. In the event of any contradiction or uncertainty between the license terms contained in this Agreement and the Open Source License Terms with respect to the portions of the Software governed by Open Source License Terms, the applicable Open Source License Terms will prevail.

14.   MISCELLANEOUS

Choice of Law. The validity, interpretation, and performance of the Agreement shall be governed by construed in accordance with the laws of HYBRID's contracting legal entity, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods.

Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to the Agreement, or the breach, termination, or validity thereof, shall be finally settled by the courts of the registered seat of HYBRID's contracting legal entity, provided that either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

Preliminary Relief. At any point, after a Dispute has arisen, in the event interim or provisional relief is necessary to protect the rights or property of a party under Section 5 of this Agreement or otherwise prior to the resolution of the Dispute, either party may, without waiving any process or remedy under this Agreement, seek such relief from any court of competent jurisdiction.

Force Majeure. Neither party shall be liable for any delay or failure in non-monetary performance obligations due to a Force Majeure Event. The time for performance of the obligations and rights of the defaulting party shall be extended for a period equal to the duration of the Force Majeure Event.

No Waiver. The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under the Terms of Sale.

Assignment and subcontracting. The Customer may not assign the Agreement to a third party, without the prior written consent of HYBRID. HYBRID may assign the Agreement or any of its rights based on the Agreement without the consent of the Customer to any third party. HYBRID may subcontract its duties but HYBRID shall be liable for the work of its subcontractors as for work of its own.

Severability. If one or more terms of this Agreement or part thereof become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, the Parties shall enter into good faith discussions about a replacing term or clause best approaching the Parties initial intention. In case the Parties do not reach an Agreement, the competent court shall limit the illegal or unenforceable clause to what is at maximum permitted under applicable law. Each such part or term shall be null and void and shall be deemed deleted from the Terms of Sale. All remaining terms of the Terms of Sale shall remain in full force and effect. However, if this paragraph is invoked and, as a result, the value of the Agreement is materially impaired for either party, then the affected party may terminate the Agreement by written notice with immediate effect.

Notices. HYBRID may provide notices valid to the Customer in the user interface of the Software, in the data center, or by email to any email address submitted or notified by the Customer, or in another electronic form. Notices to HYBRID shall be made in written form to HYBRID's official registered address as identified in the Order Confirmation.

Survival of Certain Provisions. The obligation to pay all accrued fees, to respect each Party's proprietary rights and Intellectual Property Rights, indemnification obligations, the limitations of liability, and confidentiality obligations shall survive the termination of the Agreement by either Party for any reason.

Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

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