

**Virtual Forge GmbH
End User License Agreement
(EULA, Version 3.0)**

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1.2 Limited License. The right to use the Products is limited

(i) as follows:

(a) **Demonstration License.** If the products are licensed for demonstration use (Demonstration License), the right to use the Products is limited to the purpose of Licensee’s own internal training and external demonstration (i.e. demonstration vis-à-vis (potential) end customers) of the Products. Software licensed for demonstration use will only be delivered as a demonstration version, including most functions of the Software and example data (the demonstration version is not designed for a trial use regarding the evaluation of Licensee’s software applications).

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- (c) **Perpetual License or Project License.** If the Products are licensed as a perpetual license (Perpetual License) or as a license limited in time (Project License), the right to use the Products is limited to the purpose of Licensee's own productive use of the Products.

However, the right to use the Products is limited, (i) regarding Guidelines, to the purpose of Licensee's own development of secure software applications to be used for Licensee's own internal business purpose (Virtual Forge does not warrant that software developed in accordance with the Guidelines is free from defects and insecure coding practices), and, (ii) regarding Software, to the purpose of testing and analysing software applications for detecting and finding defects and insecure coding practices in such software applications (Virtual Forge does not warrant that the Software will detect and find all defects and all insecure coding practices in such software applications), as well as to the purpose of using the findings and all other results of such software application testing and analysing, and to the purpose of generation automated code corrections, all the above for Licensee's own internal business purposes, only.

In addition, the right to use the Software is limited

- (ii) regarding the non-ABAP part of the Software, to the object code version of the Software, and, regarding the ABAP part of the Software, to the plain text format; and

may be limited

- (iii) in connection with certain characteristics of SAP systems and/or SAP software used by Licensee (e.g. SAP SystemID (SID) and Package Namespaces);
- (iv) to the amount of source lines of code (SLOC) which may be tested and analysed by the Software; and
- (vi) to the amount of reported defects and/or insecure coding practices.

In addition, if Software is delivered before receipt of payment, the Software may be delivered as preliminary version only; the right to use the preliminary version is limited in time (e.g. limited in time for a period of time ending automatically a specific number of days after the due date of payment). In this case, the Software will be delivered anew by Virtual Forge as final version after receipt of payment.

The Products delivered to Licensee may be configured by Virtual Forge by means of technical safety features to effectively prevent any use exceeding the permitted scope of use. Licensee shall not be permitted to bypass or attempt to bypass this safety features.

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At the end of licensed use for whatever reason (e.g. termination of this EULA for cause, expiration of evaluation term, revocation of license), Licensee shall immediately cease to use the Products and return or destroy, at Virtual Forge's option, all Products and copies thereof in its possession. If requested by Virtual Forge, Licensee shall certify in writing that the Product has been returned or destroyed.

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3. Limited Warranty; Third Party Rights; Defects

3.1 Limited Warranty. If,

- (i) according to the product description of the Software, a specific of the Software is to detect and find defects and insecure coding practices in other software applications, Virtual Forge does not warrant that the Software will detect and find all defects and all insecure coding practices in the tested and analysed software applications;
- (ii) according to the product description of the Software, a specific of the Software is to generate automated corrections of ABAP code, Virtual Forge does not warrant that ABAP code thus generated will, if applied without further tests, evaluation, refinement and security run-throughs, function without defects, errors, or unwanted effects on other software, the Licensee for that reason being required and responsible to in each case test and, where necessary, refine and correct the code, first on a capsuled test system and then in a separate quality assurance environment, before transferring it to any production environment;
- (iii) according to the product description of the Guidelines, the Guidelines contain specifications and guidelines for secure software development, being state of the art and in accordance with best practices, Virtual Forge does not warrant that software developed in accordance with the Guidelines is free from defects and insecure coding practices.

3.2 Third Party Rights. Virtual Forge warrants that the rights granted to Licensee under this EULA do not infringe any third party rights. If any third party claims that the exercise of the rights granted infringes its rights, Licensee shall fully inform Virtual Forge without delay in writing. Virtual Forge will remedy such infringement, at Virtual Forge's option, either by (i) procuring to Licensee the right to continue using the Products, or (ii) replacing and/or modifying the Products so that it becomes non-infringing. Virtual Forge will indemnify and hold Licensee harmless in respect of all costs and damages resulting from such infringements.

The foregoing states Licensee's sole remedy with respect to claims of infringements of third party rights.

3.3 Defects. It is no defect of the Software, if the Software does not detect and find all insecure coding practices in the software applications tested and analysed. It is no defect if ABAP code corrections generated through the Software's automated correction functionality shows defects, errors, or unwanted effects on other software, before further testing, evaluation, refinement and correction as specified in section 3.1 (ii) above. It is no defect of the Guidelines, if the software developed in accordance with the Guidelines is not free from defects and insecure coding practices. If the Products shows any defects, Virtual Forge will remedy such defects, at Virtual Forge's option, either by (i) providing to Licensee Products that are free of defects, or (ii) eliminating the

defects. Upon detection of any defect in the Products, Licensee will provide Virtual Forge with all information and materials necessary, or required by Virtual Forge, for the purpose of investigation, diagnosis and correction of such defects, in particular a listing of output and any other data, including databases and backup systems, that Virtual Forge reasonably may request in order to reproduce operating conditions similar to those present when the defect occurred.

The foregoing claims for defect shall not apply with respect to

- any bugs or errors in the Products resulting from misuse, negligence, revision, modification or improper use or operation or modifications to the Products (or the media on which the Products are embedded) by Licensee or any person/entity other than Virtual Forge;
- Products not used and/or operated in accordance with the specifications in the product description and/or the documentation;
- Software
 - improperly installed and/or implemented (e.g. not installed on the proper operating environment in accordance with the specifications in the product description and/or the documentation);
 - the replacement of which by an upgraded or updated version or a new release of the Software remedying the respective defect is requested by Virtual Forge, but the new release is not being used by Licensee;
 - used and/or operated in any manner other than authorised under this EULA;
 - used in conjunction with other software not specified in the specific license agreement in respect of the Software;
 - where the Licensee subjects the Software (or the media on which the Software is embedded) to improper use, non-conforming environment or infrastructure; and
- regarding any defects that occur by reason of
 - insufficient availability, functionality or performance of systems and/or hardware used by Licensee to process the Software or to develop software in accordance with the Guidelines ("IT Environment");
 - lack of interoperability of the Software with components of the IT Environment except where such interoperability is part of the specifications of the Software.

3.4 Time Bar. Unless in the case of intent or gross negligence, of fraudulent concealment of a defect and of personal injury, any claims by Licensee against Virtual Forge are time barred one year after the Products were delivered to Licensee. The one year period is suspended during the period in which Virtual Forge is checking the existence or is remedying a defect, until Virtual Forge informs Licensee of the result of its check, gives notice that the remedy is complete, or refuses to remedy the defect.

4. Limited Liability

4.1 Liability. Virtual Forge is liable for damages from injury to life, limb or health or for damages from such injuries from a legal representative or vicarious agent of Virtual Forge. Virtual Forge is liable for other damages which are due to wilful or grossly negligent breach of duty of Virtual Forge or wilful or grossly negligent breach of duty of a legal representative or vicarious agent of Virtual Forge, or which are caused by the lack of guaranteed product qualities.

4.2 Damages Typically Foreseeable. If there is a violation of basic contractual duties, Virtual Forge is liable, as long as it is not a case as defined in subparagraph 4.1, to the damages typically foreseeable.

4.3 Limitation of Liability. Any further liability for damages is excluded. Liability pursuant to the German Product Liability Act shall remain unaffected.

4.4 Loss of Data. Licensee is responsible for ensuring the routine backup of its data. If there is a loss of data caused through the fault of Virtual Forge, Virtual Forge is, provided that a case as defined in subparagraph 4.1, 4.2 or 4.3 is given, liable only for the cost of replicating the data from the backup copies which are to be created by Licensee, and for restoring the data which also would have been lost in a properly conducted data backup procedure.

4.5 Consequential Damages. Virtual Forge is not liable for consequential damages, as long as it is not a case as defined in subparagraph 4.1.

4.6 Software Specifications. If, according to the product description of the Software, a specific of the Software is to detect and find defects and insecure coding practices in other software applications, Virtual Forge is not liable for damages that occur due to defects and/or insecure coding practices in the tested and analysed software applications which were not detected or found by the Software. If, according to the product description of the Software, a specific of the Software is to generate automated corrections of ABAP code, Virtual Forge is not liable for damages that occur due to the Licensee not having properly tested, evaluated, refined and, where necessary, corrected the code thus generated as stipulated in section 3.1 (ii) above. **4.7 Time Bar.** For all claims against Virtual Forge in contract, tort, or otherwise for loss or wasted anticipatory expenditure the time bar comes into effect after a period of one year. This does not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. Sec. 199 (1) of the German Civil Code applies. Notwithstanding the foregoing provisions in this section, the time bar comes into effect not later than five years after the claim arises. The provisions in this section do not affect the other time bar for claims arising out of defects as regulated under subparagraph 3.4.

5. Confidentiality

5.1 Confidentiality Obligations. The ABAP part of the Software and all other parts of the Software being in plain text format, and the structure, organization and source code of the Software, in whole and in part, in whatever form, as well as the Guidelines, in whole and in part, in whatever form, is confidential information of Virtual Forge (“Confidential Information”).

Licensee shall not, directly or indirectly: (i) divulge, disclose or communicate to any person, entity, firm, corporation or any other third party, any Confidential Information, without prior written consent of Virtual Forge; or (ii) utilize Confidential Information for any purpose other than as permitted by this EULA.

Licensee shall disclose Confidential Information to its employees (i) on a need-to-know-basis only, and (ii) only to such employees who have agreed in writing to comply with the foregoing obligations.

5.2 Exceptions. The term “Confidential Information” shall not include information which: (i) is previously rightly known to Licensee without restriction on disclosure; (ii) is or becomes publicly known without any violation by Licensee hereunder; (iii) is disclosed without restrictions to Licensee by a third party authorised to make such disclosure; or (iv) is required to be disclosed by operation of law, court order or governmental demand.

6. General Provisions

6.1 Place of Jurisdiction. If Licensee is a business person in the meaning of the German Commercial Code, sec. 1 or a public-law body corporate or special fund, the sole place of jurisdiction for all differences arising out of or in connection with this EULA is Heidelberg, Germany.

6.2 Applicable Law. German law applies exclusively, with the exclusion of its conflicts of law principles. The UN convention on sales of goods is excluded.

6.3 Severability. Any provision of this EULA that is held to be invalid, illegal, unenforceable, or void will in no way affect the validity of the remainder of this EULA.