

Volume Graphics Working from Home Initiative Supplementary Agreement

In times of COVID-19, more people are working from home than ever before. In order to support our Licensees during this time, we are extending the scope of use of their previously purchased licenses for Volume Graphics Software until December 31, 2020 in accordance with the following provisions (hereinafter "Supplementary Agreement") that supplement the existing license agreement (hereinafter "Main Agreement") and Volume Graphics' "General Software License and Update/Maintenance Terms and Conditions for software products as of version 3.3." which shall also govern this Supplementary Agreement. Should the "General Software License and Update/Maintenance Terms and Conditions for software products as of version 3.3." contain provisions which contradict the present Supplementary Agreement, those provision shall not be applicable

Please note: The Working-from-Home License is a time-limited offer during the current exceptional situation and does not justify any further claims against the Licensor. This is especially true in the event that the software cannot be used in the home office. The Licensee and its respective employee are responsible for the necessary infrastructure for using the Software in the home office, e.g. hardware in accordance with our system requirements.

1. Terminology and Scope

The definitions of the Main Agreement and the "General Software License and Update/Maintenance Terms and Conditions for software products as of version 3.3." shall apply. This Supplementary Agreement shall apply to all software products—including dongle, documentation, and license key—of Licensor provided to Licensee for use under an existing license agreement, for which Licensee requests use under the Volume Graphics Working from Home Initiative (collectively, "Software"). Licensee's application shall be made using an online form on the Volume Graphics website. Licensor shall make a decision on the application at its sole discretion; Licensee shall not be entitled to the granting of a Volume Graphics Working-from-Home License.

Unless otherwise stated in this Supplementary Agreement, the provisions of the Main Agreement shall continue in full force and effect.

2. Subject Matter of the Supplementary Agreement

Upon approval of the application by Licensor and full payment of Licensor's fee, Licensor will temporarily permit the employee(s) named in the online application form to use the Software in its current version (version 3.4) provided Licensee has either licensed the Software in version 3.4 or provided a valid Update Agreement with Licensee is in place—on the number of workstation computers applied for in the application form- in the employee's home office in accordance with the license terms of this Supplementary Agreement and the Main Agreement; Customers which explicitly opt for a Working-from -home" license of version 3.3 of the Software shall receive version 3.3. This right of use is computer-bound, non-exclusive, limited in time until 31.12.2020, and non-transferable ("Working-from-Home License").

Upon expiration of the Working-from-Home License, the right of Licensee and its employee to use the Software in the home office expires. Licensee must uninstall and irretrievably delete the Software from the workstation computer within seven (7) days of the expiration of the Working-from-Home License. The expiration of the Working-from-Home License does not affect the Main Agreement.

3. Warranty and Liability

Licensor does not warrant, represent, or guarantee that the Software is suitable for home office use. Liability for initial defects of the Software is excluded regardless of fault. In all other respects, warranty and liability are governed by the Main Agreement.

Licensee is responsible for compliance with the provisions of the Supplementary Agreement and the Main Agreement by its employees.

4. Application Data

When applying for Working-from-Home Licenses, Licensee must provide truthful information ("Application Data").

5. Data Protection

Licensee agrees that the e-mail addresses provided in the application data may be stored and used by Licensor for the purpose of communication within the scope of the contractual relationship. Licensee is entitled to revoke this consent; the revocation must be made to Licensor.