

## 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 June 30, 2020 in accordance with the following provisions (hereinafter "**Supplementary Agreement**") that supplement the existing license agreement (hereinafter "**Main Agreement**").

**Please note:** The Working-from-Home License is a voluntary offer during the current exceptional situation and does not justify any 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 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. The 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, Licensee may permit the **employee named in the online application form** to use the Software in its current version (version 3.3)—even if Licensee has licensed the Software in an earlier version—**on one (1) workstation computer in the employee's home office** in accordance with the license terms of this Supplementary Agreement and the Main Agreement. This right of use is **computer-bound, non-exclusive, limited in time until 30.06.2020**, 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.