

## FrankCRM Software License Agreement

Software License Agreement by and between developer (Karsten Risseuw, currently: Kursiv GmbH, of Goldbrunnenstrasse 42, 9000 St. Gallen, Switzerland, («Licensor»)) and the enduser («Licensee»).

### 1. Definitions

The following terms used in this Agreement shall have the following meanings, unless the context otherwise requires:

(a) «Software» shall mean the customized software materials owned by Licensor, commonly know as FrankCRM which software materials enable the user to use and create database solutions in combination with Filemaker Pro (TM). FileMaker Pro is not part of the delivery and the end user must obtain a full FileMaker license for himself and/or his team.

(b) «Licensor» is the Owner of the Software in regard to the integration of functions, interface and setup. The Filemaker Modules and add-ons, as well as some functions included with the Software are excluded from Ownership, as these all have their own copyright notices attached and are governed by own licenses – frequently Open Source licenses. Check the information in the script settings of each of the modules, add-ons and functions.

(c) «Licensee» is the legal purchaser of the Software, who paid the License Fee to the Licensor in order to obtain usage rights as described in the License.

### 2. License

(a) Licensor hereby grants to Licensee (and its company) a non-exclusive, non-transferable and non-assignable license to use the Software. The License is perpetual.

#### (b) VERSIONS

There are currently 3 Versions of FrankCRM, which have their own benefits and limitations:

##### b.1. Free license (test version)

This version is forever free, but limitations in functionality apply. See the further documentation.

##### b.2. Standard license

This is a full and unlocked version, ready to use with multiple users, in network environments or for further development. The standard license is valid for a single enduser.

##### b.3. Resale license

Developers who want to integrate FrankCRM in their products can do so, but must purchase a resale license to be able to resell their solution to customers. It is not allowed to resell the solution "as is", but only as part of an industry-specific further development, as created by the developer.

(c) YOU MAY

- Free license: Personal usage only.
- Standard license: use, change or enhance the Software for a single end customer, be it yourself or a client.
- Resale license: create new products and services with the Software for commercial distribution and sales.

(c) YOU MAY NOT

- distribute, make publicly available, sell, lent or rent the Software in its current form or any parts thereof
- include the Software in its totality in Open Source projects.
- use the Standard License to create your enhanced solution and sell it. For this, you need the Resale license.

### 3. License Fee

(a) The License fee is a one-time fee, by which the Licensee obtains a the legal right to use the Software for its projects as defined in 2.

(b) The License fee pertains to the total of the Software product, its specific integration and additional functionality.

(c) The License fee does not pertain to the single Filemaker Modules, which have own licenses.

### 4. Limitation of Use and obligations

(a) Licensee must maintain all copyright notices in the software.

(b) Licensee is bound to the licenses for each Filemaker Module as included in the Software

### 5. LIMITATION OF LIABILITY

NO WARRANTY, WHETHER WRITTEN OR ORAL IS EXPRESSED OR IMPLIED. LICENSEE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SOFTWARE IS PROVIDED BY LICENSOR "AS IS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF SUCH SOFTWARE MATERIAL IS UPON LICENSEE. IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE OR TO ANY THIRDPARTY FOR, WITHOUT LIMITATION, LOST ACTUAL OR ANTICIPATED PROFITS, LOST DATA, LOST SAVINGS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, OR OF ANY NATURE WHATSOEVER, EVENT IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO LICENSEE. LICENSEE MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

### 6. Indemnification

Licensee hereby agrees that in no event shall Licensor be held liable for any and all damages, deficiencies and liabilities resulting from and against any and all

damages, deficiencies and liabilities resulting from any breach by Licensee of this Agreement, and any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable attorney's fees) related thereto.

## 7. Disclaimer and Assignment

This Agreement sets forth the entire agreement and understanding between the parties and supersedes and merges all prior oral and written understandings, representations and discussions between them respecting its subject matter. This Agreement may be amended only by a written agreement executed by Licensor and Licensee. No rights, obligations, representations or terms, other than those expressly recited herein, are to be implied from the Agreement. This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and assigns, provided, however, Licensee may not assign or otherwise transfer its rights or obligations hereunder.

## 9. Miscellaneous

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. It shall not be necessary in making proof of this Agreement and the exhibits or of any document required to be executed and delivered in connection herewith or therewith to produce or account for more than one counterpart.

## 10. Severability

Every provision of this Agreement is intended to be severable, and if any term or provision hereof or thereof shall be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not be affected or impaired thereby, and any invalidity, illegality and unenforceability in any jurisdiction shall not affect the validity, legality and enforceability of any such term or provision in any other jurisdiction.

## 11. Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of Switzerland. The parties agree to submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the city of St. Gallen, Switzerland.

St. Gallen, Switzerland, July 1st, 2023.

--

Filemaker Pro is a registered trademark of Claris, in the USA and other countries.