

SOFTWARE END-USER LICENSE AGREEMENT (EULA)

ATTENTION: YOU HAVE TO READ THE WHOLE CONTENT OF THIS EULA AND AGREE TO THE TERMS STATED BELOW, BEFORE YOU ARE ALLOWED TO USE THE SOFTWARE.

IMPORTANT: THIS END USER LICENSE AGREEMENT ("EULA" or "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS SOFTWARE ("YOU" OR "LICENSEE") AND PROMETRONICS UG (HAFTUNGSBESCHRÄNKT), RUDOWER CHAUSSEE 17, 12489 BERLIN, GERMANY ("COMPANY").

READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. BY INSTALLING AND/OR USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR DO NOT HAVE AUTHORITY TO AGREE TO THESE TERMS, THEN DO NOT INSTALL OR USE THE SOFTWARE AND RETURN THE SOFTWARE TO YOUR PLACE OF PURCHASE.

1. Definitions

- (a) "Software" means one or more versions of Microsoft Fabric Assets [™] and any extensions, zComponents of the ZDMP Project at ZDMP.eu or one or more versions of the ProMetronics Client and any extensions, ProMetronics ML-DevOps Solution and any extensions supplied by Company, and corresponding documentation, associated media, printed materials, and online or electronic documentation. For purposes of this Agreement, Software includes any updates to the Software which you are entitled to receive.
- (b) "Licensee Network" means the network of computers owned, leased, or otherwise controlled by Licensee, to which access is limited to authorized individuals or computers, such as a local area network, intranet or virtual private network.
- (c) "License Key", code provided by Company to Licensee to activate the Software.
- (d) "Error Correction" means computer code which corrects an error in the Software, but which cannot be executed independently of the Software.
- (e) "Software Update", means major (new features) or minor (bug fixes) release of the same software for which you currently have a license.
- (f) "Software Upgrade" means: Different software of the ProMetronics' product family, more fully featured, than software for which you currently have license, as well as any purchase of additional license rights (e.g. a migration from a Single User License to a Corporate License).
- (g) "SDK" (Software Development Kit) means a static, non-linkable version of the Software, embedded in an Application Software, only in a binary non-linkable form that is not directly accessible to either the sub users or the end users of the Application Software.
- (h) "Runtime" means a static, non-linkable version of the Software, embedded in an Application Software, only in a binary non-linkable form that is not directly accessible to either the sub users or the end users of the Application Software.
- (i) "Licensee Application Software" means executable computer program, built using an SDK, and embedding a Runtime, by means of linkage or binding with the user-proprietary code.

2. License Grants

Company grants you the right to use the number of copies of the Software as specified on your contract or invoice, and for which you have paid the applicable license fees, under the following conditions:

(a) Academic License: If Company identifies a Software license as an Academic License, the Customer must be an academic institution or other qualifying non-profit organization and may use up to the maximum number of copies of the Software that have been validly obtained pursuant to the License. Software provided through an Academic License may only be used for "Academic Use," which means use (i) by an individual employed by (or, with respect to academic institutions, enrolled in a course of study at) an accredited academic institution, organized and operated exclusively for the purpose of education or research, (ii) at the location of such academic institution, and (iii) solely for purposes directly related to teaching, training, degree-granting programs, and research and development that are part of the instructional functions of the institution. Without limiting the foregoing, Academic Licenses may not be used for commercial, professional, or productive purposes, for commercial training or any other for-profit purposes.

(b) Single User License: a license to the Software limited to use on the single computer owned, leased or otherwise controlled by Licensee on which the Software is initially installed and for which a license key has been issued. You may only install the Software for use on one platform or operating system.

(c) Corporate License: a license to the Software limited to use on the Licensee Network on which the Software is initially installed, connected to a server for which a Floating License Key has been issued for a specific maximum number of simultaneous users, or "Network License Seats". Company will provide to Licensee a License Key that will unlock the usage of the Software for a specific maximum number of Network License Seats. Provided that such option is made available by Company or purchased by the Customer, one or more Network License Seats may be allocated for use on a computer temporarily disconnected from the Licensee network, for remote use for up to 90 days (or 3 months), as long as the allocated seat is unavailable for use on the Licensee Network. Company provides options to use Floating License on a LAN (Local Area Network) or on a WAN (Wide Area Network).

(d) Trial Version: a license of the Software, so identified, to be used only to review, demonstrate, and evaluate the Software for a limited time period. The Trial Version may have limited features, may lack the ability for the end-user to save the product, and will cease operating after a predetermined amount of time due to an internal mechanism within the Trial Version. You may not: (A) install or use more than one copy of a Trial Version of the Software; (B) download the Trial Version of the Software under more than one username; (C) alter the contents of a hard drive, operating system or computer system to enable the use of the Trial Version of the Software after the trial period expires; (D) disclose the results of software performance benchmarks obtained using the Trial Version to any third party without Company's prior written consent; (E) use the Trial Version of the Software for a purpose other than the sole purpose of determining whether to purchase a license to a commercial or academic version of the software; or (F) provide, install or use the Trial Version of the Software for any commercial training purpose.

(e) Developer Academic License: If you entered into a specific agreement with Company (e.g., "Academic Program"), which entitles you to a Developer Academic License the following additional terms apply to the above Academic License. (A) Non-commercial Distribution of Licensee Application Software and Runtimes under

Developer Academic License. If Customer is qualified as a Developer Academic License user, all the Licensee Application Software developed or otherwise created by the Customer using the SDK, and which embed a Runtime must be distributed free of charge, only within the context of their use for educational or research purposes and must not generate any commercial revenue or get deployed by a corporation for its in-house use or be used in any other commercial manner. (B) The Developer Academic License does not grant rights to the Customer to distribute the Software otherwise than in the Runtime form. (C) If applicable, Customer must enter into a commercial licensing agreement with Company prior to distributing the Licensee Application Software for in-house use within a commercial enterprise or for any commercial purpose, including without limitation revenue generation. (D) The Developer Academic License does not grant rights to any Update, Upgrade, Maintenance or Support service.

3. Third Party Licensor Rights

The Software includes components provided by licensors to Company ("Third Party Licensors") and may also include Open Source Software ("OSS") components. Licenses from Third Party Licensors may have enforceable rights in the components included in the Software and may be able to enforce such rights directly against Licensee. Company's warranty and indemnity obligations do not apply to third party components to the extent that (i) the third-party license to Company requires that such software is distributed without warranty and/or (ii) the components are OSS.

4. Permitted Use

(a) You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy of the Software made for backup purposes.

(b) You agree that Company may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse Company for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

(c) Your license rights under this EULA are nonexclusive, nontransferable, and non-assignable.

(d) Mandatory Product Activation. Any license rights granted under this Agreement may be blocked after you first install the Software until you supply information required to activate your licensed copy in the manner described during the setup sequence of the Software. You may need to activate the Software using the Internet or telephone; toll charges or other provider charges may apply. There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree to follow any requirements regarding such technological measures. You may also need to reactivate the Software if you modify your computer hardware, alter the Software, or install the Software on another computer. Product activation may be based on the exchange of information between your computer and Company. None of this information contains personally

identifiable information nor can they be used to identify any personal information about you or any characteristics of your computer configuration.

5. Prohibited Actions

(a) Other than as set forth in Section 2, you may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.

(b) You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form or modify the Enhanced Compressed Wavelet ("ECW") file format in any way, including file conversion application converting ECW files to any other file format.

(c) Unless expressly permitted by Company, you may not rent, lease, or sublicense the Software.

(d) Unless expressly permitted by Company, you may not modify the Software or create derivative works based upon the Software.

(e) Licensee may not use the SDK to develop Licensee Application Software that competes with the Software.

If you fail to comply with this EULA, Company may terminate the license and you must destroy all copies of the Software. All other rights of both parties and all other provisions of this EULA will survive such termination.

6. Software Updates

If this copy of the Software is an update from an earlier version of the Software, before you may install or use the Software Update, you must: i) possess a valid license of an earlier version of the Software to be updated; ii) your Software must be within the Maintenance Period, or you must have a current Maintenance contract. You may continue to use each earlier version copy of the Software to which this update copy relates on your computer after you receive this update copy, provided that, (i) the updated copy and the earlier version copy are installed and/or used on the same computer only and the earlier version copy is not installed and/or used on any other computer; (ii) you comply with the terms and conditions of the earlier version's end user license agreement with respect to the installation and/or use of such earlier version copy; (iii) the earlier version copy or any copies thereof on any computer are not transferred to another computer unless all copies of this update copy on such computer are also transferred to such other computer; and (iv) you acknowledge and agree that any obligation Company may have to support and/or offer support for the earlier version of the Software may be ended upon availability of the update.

7. Software Upgrades

If this copy of the Software is an upgrade from an earlier version of the Software, you must: (i) possess a valid full license of an earlier version of the Software used to upgrade to this upgrade copy ii) have your License covered by a Maintenance contract, in order to install and/or use this upgrade copy. You may NOT continue to use each earlier version copy of the Software to which this upgrade copy relates.

The software upgrade is considered as new Software and subject to the general terms of this Agreement or the End User License Agreement that accompanies the upgrade.

8. Reservation of Rights

Title to and ownership of Software, and all proprietary rights or intellectual property rights with respect to the Software, remains exclusively with Company or its licensors. The license does not constitute a sale of the Software or any portion or copy of it. Ownership of the source form of Licensee's Application Software that makes calls to but does not contain all or any portion of Software remains the property of Licensee.

9. Confidentiality

Software is a trade secret and is proprietary to Company. Licensee shall maintain Software in confidence and prevent disclosure of Software using at least the same degree of care it uses for its own similar proprietary information, but in no event less than a reasonable degree of care. Licensee shall not disclose Software or any part thereof to anyone for any purpose, other than to employees or authorized end users for the purpose of exercising the rights expressly granted under this Agreement. The obligation under this Section shall survive any termination of the Agreement.

10. Warranty

Company warrants that for a period of thirty (30) days following the date the Software is shipped to Licensee (the "Maintenance Period"), the Software will materially conform to the user manuals and other documentation issued by Company in conjunction with the Software. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND Company's SOLE AND EXCLUSIVE OBLIGATION FOR ANY BREACH OF THE FOREGOING WARRANTY IS THE MAINTENANCE OBLIGATIONS SET FORTH IN MAINTENANCE SECTION BELOW. EXCEPT FOR THE FOREGOING WARRANTY, Company DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR USE. WITHOUT LIMITING THE FOREGOING, Company DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN SOFTWARE WILL OPERATE IN THE COMBINATION LICENSEE SELECTS OR THAT OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

11. Liability Limitations

Company AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM USE OF SOFTWARE OR FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE, INCLUDING ANY LICENSEE APPLICATION SOFTWARE. Company's CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT

LIABILITY, INDEMNITY, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT OF LICENSE FEES PAID BY THE LICENSEE FOR THE SOFTWARE LICENSED UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. Defense

Company will defend or settle any action brought against Licensee to the extent based on a claim that Software, used within the scope of the license, infringes any U.S. copyright and will pay the cost of any final settlement or judgment attributable to such claim provided Licensee (i) gives notice to Company of such action within 10 days of Licensee being aware that such action has commenced or is threatened, (ii) allows Company to be in a position to control the defence at its discretion in relation to this action, and any settlement negotiations, and (iii) cooperates with Company in the defence or settlement of such action. If Company believes Software is likely to be the subject of an infringement claim, it may elect to obtain for Licensee a license to continue using Software, replace or modify it to make it non-infringing or terminate the Agreement on written notice to the Licensee. Company shall have no obligation to defend (or any other liability) to the extent any claim involves anything other than the current, unaltered Software release if such would have avoided infringement or use of Software in combination with non-Company programs or data. In addition, Company will have no obligations hereunder if Licensee continues using Software although it has been informed by Company of an allegation that Software is infringing the abovementioned copyright. The foregoing states the entire obligation and liability of Company with respect to any infringement by Software of any intellectual property rights or other proprietary rights of Licensee or a third party.

13. Termination

This Agreement and the license may be terminated without fee reduction (i) by Licensee without cause on 30 days' notice; (ii) by Company, in addition to other remedies, if Licensee is in default and fails to cure within 30 days following notice; (iii) on notice by either party hereto if the other party ceases to do business in the normal course, becomes insolvent, or becomes subject to any bankruptcy, insolvency, or equivalent proceedings. Upon termination for any reason, Licensee shall immediately return Software and all copies to Company and delete all Software and all copies from the Designated Equipment.

14. Non-Waiver

The delay or failure of either party to exercise any right provided in the Agreement shall not be deemed a waiver. If any provision is held invalid, all others shall remain in force.

15. Maintenance

During the Maintenance Period, Company or its authorized licensee or distributor, will provide standard Software maintenance services, as applicable. Software

maintenance services consist of (a) the provision of Software updates, (b) the provision of error corrections for the Software, and (c) the provision of Hotline support in connection with the Software. Software maintenance services will be provided in accordance with the terms of any Maintenance Contract to those customers who have purchased maintenance services for the applicable Software. Software maintenance services are, and will continue to be, available under this Agreement only to the extent that these services are made available by Company with respect to the Software, or any portion of the Software, to its customer base in general. Any changes or additions to Software, except changes or additions authorized by Company, as applicable, shall immediately terminate any maintenance obligation to Licensee. At the end of the Maintenance Period, standard Software maintenance services may be provided, as available, in accordance then current terms and charges for Maintenance Services. All notices of Software malfunctions shall be in writing with details sufficient to diagnose or reproduce said failure. Licensee will be responsible for any installation of any Software Updates and Software Upgrades. This Maintenance service does not apply to the Developer Academic License.

16. Export Controls

The Software and all related technical information or materials are subject to export controls and are licensable under the U.S. Government export regulations, as well as similar laws and regulations of other countries (Export Laws). You agree to comply fully with all applicable Export Laws to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws. The Software and any related technical information or materials may not be downloaded or otherwise exported or re-exported (i) into any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you are agreeing to the foregoing, and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. Each party shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct its respective activities hereunder.

17. Data Processing Agreement

The paragraphs 17 to 26 constitute the Data Processing Agreement, that is part of the Contract between Licensee and Company.

It is understood that,

(a) Company acts as a Data Controller.

(b) Company wishes to provide Services, which imply the processing of personal data of the Licensee. Specifically, Company stores and documents the personnel names and the affiliation of data owners for all data sets stored by the software.

(c) Licensee may want to share datasets between two or more establishments of Licensee's Corporate or with other Corporates.

(d) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(e) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

18. Definitions and Interpretation

(a) "Agreement" in paragraphs 17 to 26 means this Data Processing Agreement.

(b) "Licensee Personal Data" means any Personal Data processed by the software.

(c) "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

(d) "EEA" means the European Economic Area.

(e) "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State, and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

(f) "GDPR" means EU General Data Protection Regulation 2016/679.

(g) "Data Transfer" means: (i) a transfer of Licensee Personal Data from the Licensee's storage to a central storage unit, where access is fully controlled by Licensee. (ii) an onward transfer of Licensee Personal Data between two establishments of Licensee's Corporate storage, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

(h) "Services" means the Data ownership services which Company provides in the software.

(i) The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

19. Processing of Licensee Personal Data

Company shall (a) comply with all applicable Data Protection Laws in the Processing of Licensee Personal Data; and (b) not Process Licensee Personal Data other than on the relevant Company's documented instructions.

20. Security

Considering the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Company shall in relation to the Licensee Personal Data implement appropriate technical and organizational

measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

21. Sub processing in “Cloud mode”

Company shall not appoint (or disclose any Licensee Personal Data to) any Sub processor, except for hosting services, explicitly documented in this License Agreement.

In case Licensee wants to share data with other Licensees or between various of his own establishments, he can use “Cloud mode” to do so.

If Licensee chooses to store data in the central Cloud storage, he will explicitly do so by his own choice. The functionality must be activated by choosing the option “Cloud mode”.

In this case micro services and storage will be selected as services from the Microsoft Azure Cloud Farms.

Sub processors for such services will be: XXXX Microsoft Data Center Europe XXXX

22. Data Protection

Impact Assessment and Prior Consultation Company shall provide reasonable assistance to the Licensee with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case of a possible data breach.

23. Deletion or return of Licensee Personal Data

Subject to this section Company shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Licensee Personal Data (the “Cessation Date”), delete and procure the deletion of all copies of those Licensee Personal Data.

24. Audit rights

Subject to this section Company shall make available to the Licensee on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Licensee or an auditor mandated by the Licensee in relation to the Processing of the Licensee Personal Data.

Information and audit rights of the Licensee only arise to the extent that the Software does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

25. Data Transfer

Company will never transfer any data of the Licensee neither personal nor impersonal. However, Licensee will be able to share data with organisations in other countries by selecting the “Cloud Mode”, clearly identifiable and to be actively chosen by the user in the software’s user interface. It is hereby agreed that Licensee is obliged to control and authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA). Licensee may choose to do so, e.g., when sharing content between his own branches in non-EU countries. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

26. General Terms

26.1. Confidentiality

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that (a) disclosure is required by law or (b) the relevant information is already in the public domain.

26.2. Notices

All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post, or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

27. Choice of Law

This Agreement, interpretation of this Agreement and any claims or disputes arising out of this Agreement shall be governed by the laws of Germany, exclusive of its conflicts of law’s provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Any suit arising out of or relating to this Agreement shall be exclusively brought to the Court of LG München 1, Germany. Any action against Company under this Agreement must be commenced within one year after such cause of action accrues.

28. Notice

All notices that are required under this Agreement will be in writing and will be considered effective upon receipt, if there is proof of delivery by a third party or written acknowledgement by the recipient. The notices addressed to Company shall be sent to its address set out above. The notices addressed to Licensee shall be sent to its address set forth in the applicable price quotation.

29. Government Restricted Rights.

This provision applies to all Software acquired directly or indirectly by or on behalf of the United States Government. The Software is a commercial product, licensed on the open market at market prices, and was developed entirely without the use of any U.S. Government funds. If the Software is supplied to the Department of Defence, the U.S. Government acquires only the license rights customarily provided to the public and specified in this Agreement. If the Software is supplied to any unit or agency of the U.S. Government other than the Department of Defence, the license to the U.S. Government is granted only with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in the Commercial Computer Software License clause of FAR 52.227-19. Manufacturer is PROMETRONICS UG (HAFTUNGSBESCHRÄNKT), RUDOWER CHAUSSEE 17, 12489 BERLIN, GERMANY.

30. Miscellaneous

This Agreement contains the entire understanding of the parties and supersedes all other agreements, oral or written, including purchase orders submitted by Licensee, with respect to the subject matter covered in this Agreement. Any other terms and conditions contained in a Licensee purchase order will not apply. This Agreement may be modified only by a writing executed by Company and Licensee. Licensee may not assign, pledge, or otherwise transfer this agreement, nor any rights or obligations hereunder in whole or in part to any entity. Paragraph headings are for convenience and shall have no effect on interpretation. If it is necessary to undertake legal action to collect any amounts payable hereunder, Company shall be entitled to recover its costs and expenses including, without limitation, reasonable attorneys' fees.

(c) 2023-01-10 PROMETRONICS UG (HAFTUNGSBESCHRÄNKT), RUDOWER CHAUSSEE 17, 12489 BERLIN, GERMANY. *All rights reserved.*