

§ 1 General Information

This agreement shall apply between the customer _____,
hereinafter referred to as "Licensee"

and FuG Elektronik GmbH, Am Eschengrund 11, 83135 Schechen, Germany
hereinafter referred to as "Licensor".

By installing or using the software, Licensee undertakes to be bound to the conditions of this agreement. If Licensee does not agree to this licensing agreement, any form of using, processing or transmitting to third persons shall be forbidden.

Possibly provided hardware has – in this case – to be returned immediately to Licensor as packed by the manufacturer and undamaged for a full refund of the purchase price. If the item is damaged due to shipment, Licensee shall be responsible.

This agreement represents the complete agreement between Licensee and Licensor and it replaces any other notifications and statements in advertisements concerning the software and the documentation.

§ 2 Subject Matter of the Agreement

(1) This licensing agreement applies for:

Name of the product _____

Reference number _____

including all following updates, upgrades and corresponding documentation.

(2) Licensor grants Licensee the permanent right to use the standard software (hereinafter referred to as "Software") mentioned in the programme sheet (see Annex 1 of this software licensing agreement).

(3) The present contract does not regulate the adaptation or further development of the software, the software maintenance, the instruction or the performance of training courses by Licensor. Such services are only offered based on separate contracts.

(4) Licensor grants the right to use the software only based on this contract. Contractual conditions by Licensee are not applicable, even if Licensor does not explicitly object to them.

§ 3 Contract terms

(1) By purchasing the product, Licensee is provided with the corresponding software on a data carrier in machine-readable form or as a download including a user guide in PDF format.

- (2) Licensee receives the software in machine code. There shall be no entitlement to the disclosure of the source code.
- (3) The installation of the software on their system environment shall be carried out by Licensee.
- (4) Presentations in test programmes, product and project descriptions do not represent any quality guarantee, unless they are explicitly denominated as such.
- (5) By purchasing the product, including the user manual, the rights owner and Licensor grants Licensee the non-exclusive right to use the software in accordance with the listed user conditions. If Licensee does not agree with the regulations of the agreement, Licensee shall not be allowed to install and use the software, including the user manual and further documents.
- (6) Any usage beyond the agreement shall be excluded.
- (7) The processing shall be excluded.
- (8) Any violation of the agreement by Licensee shall automatically lead to the termination of the usage rights.

§ 4 Copyright

The software (programme and manual) as well as all corresponding documentations provided by Licensor are protected by copyright. Within the relationship of the contractual partners, Licensor shall be exclusively entitled to all rights in the software as well as in the documents provided during the contract initiation and implementation.

§ 5 Usage rights

- (1) Unless there is a different regulation in the purchase contract, Licensee is entitled to install the software on a target system which shall not be a server. Licensee may change the target system, but must ensure that the software is used on only one target system at any time. In addition, Licensee is entitled to create a backup. It must be identified as such and, if technically possible, it must include the copyright notice of the original data carrier. The user manual and the documents added to the programme may only be copied electronically or in written form for in-house purposes. The creation of further copies shall be prohibited.
- (2) There is no entitlement to alter, decompile, disassemble, decode, extract or change the programme in any way. The software or parts of it including the corresponding documentation may not be used as a base for derivative works.

It is not permitted to sell, give away, lend, rent or lease the programme.

- (3) The product and the corresponding documentation may not be given to third persons unless Licensor expressly agrees to it in writing.
- (4) Licensor can revoke the usage rights for good cause. Good cause may be given particularly if Licensee is in arrears with payment of a considerable part of the remuneration or is not following the usage conditions and does not immediately refrain from it following written warnings and cancellation threats by Licensor. If the usage rights are revoked, Licensee has to hand over the original software and any existing copies as well as delete saved programmes. Upon request by Licensor, Licensee will confirm in writing that the software was handed over and respectively deleted.
- (5) Licensee may use the software only for such configurations permitted by Licensor. Licensee will inform Licensor immediately about any change in the configuration.

§ 6 Duties of Licensee

- (1) Licensee shall make appropriate arrangements in case that the software does not work properly in its entirety or partially. Licensee will test the software thoroughly according to the usage concerning the purpose intended before operating it. In addition, Licensee will save its data according to the state of technology. Licensee will ensure that the current data from data stocks provided in machine-readable form can be reproduced with reasonable effort.
- (2) Licensee will make appropriate arrangements to protect the software from unauthorised access by third parties.

§ 7 Payment, payment conditions and compensation

- (1) Licensor provides Licensee with the software for the licensing fee mentioned in the programme sheet (Annex 1).
- (2) All amounts are net amounts and the value-added tax shall be respectively added.
- (3) Payments are due without deduction within 14 days after receipt of invoice. Cash discounts shall only be granted upon written agreement.
- (4) Licensee can only claim a compensation which is undisputed and has been finally and absolutely determined. Rights of retention are only applicable for undisputed and finally and absolutely determined counter-claims from the corresponding contractual relationship and for serious violations of obligations by Licensor.

§ 8 Guarantee

- (1) As far as legally permitted, the manufacturer objects to any guarantees concerning the software, regardless of whether they have been expressly or conclusively granted, including, but not limited to conclusive guarantees for efficiency and suitability for a particular purpose.
- (2) Licensee knows about the product and its capability. The software was developed by following scientific thoroughness and recognised rules of technology, especially the rules of IT programming.
- (3) Licensor is not responsible for the usage of the product not affecting the rights of third persons and not causing third-party damages. This does not apply if Licensor knows about contrary regulations or damages of third persons or does not know about them because of gross negligence or has concealed them maliciously. At the time of this contract coming into effect, Licensor does not know about any rights of this kind or any damages of third persons.
- (4) It has to be pointed out that it is not possible to develop software in a way that it is flawless for all conditions of use. Licensor guarantees that the product is usable if used according to the regulations and corresponding with the documentation provided to Licensee at the moment of delivery and that the warranted qualities are contained. An irrelevant diminution of the efficiency shall not be taken into consideration.
- (5) Licensor is responsible for the proper provision of the software and documentation for download or for a corresponding record on a reviewed data carrier.
- (6) Licensor is not responsible for the programme corresponding to the special requirements of Licensee or the user. Licensee shall bear sole responsibility for the choice, installation and use as well as for the intended results.
- (7) If the product proves to be useless (section 4) or defective (section 4) the delivered product is withdrawn and replaced by a new product of the same title within the 12-month guarantee period which starts with the delivery of the product to Licensee. If the new product proves to be useless or defective as well and if Licensor is not able to create usability with adequate efforts and within a reasonable period, Licensee is entitled to an abatement of the purchase price or return of the product and reimbursement of the purchase price according to its choice. When having returned the product, Licensee loses the right to use it. At the same time Licensee is obliged to delete or destroy the backup and partial copies.
- (8) Any support requests and services that go beyond the guarantee shall be invoiced to Licensee based on the current conditions of Licensor.

§ 9 Liability

- (1) Licensor shall be liable for damages or reimbursement of expenses made in vain, irrespective of their legal grounds (e. g. breach of duty, unlawful act) only to the following extent:

- On intent as well as if any guarantee has been assumed according to the agreed quality up to a maximum amount of EUR 1,000,000;
- In case of gross negligence up to the amount of the typical and foreseeable damage that should be avoided by due diligence, limited to a maximum amount of EUR 1,000,000.

(2) Legal liability for personal injury and in accordance with the Product Liability Act shall remain unaffected. Exception to contributory negligence remains open to Licensor.

§ 10 Secrecy and data protection

- (1) The contractual partners undertake to keep absolute secrecy over all professional and trade secrets or secret information that gets known to them during contract implementation from the respective other contracting partner. The information and documents may not be made available to third persons that are not involved in the contract implementation. The contractual partners save the contractual objects in a way that prevents abuses by third parties.
- (2) Information and documents that were generally known and available during contract implementation or were known to the receiving contractual partner or were provided to it legitimately by third parties shall not be included in the obligation of secrecy.
- (3) Licensee shall hereby be informed that Licensor will save, process and, if necessary, make its data accessible to third parties to the extent required for the implementation of the contract and on the basis of data protection legislation.

§ 11 Place of performance and court of jurisdiction

- (1) Place of performance for the services of Licensor shall be Rosenheim.
- (2) Court of jurisdiction for all disputes arising from or in combination with this contract shall be Rosenheim, as far as Licensee is a businessman or equal to a businessman or if its registered office or place of business is abroad.

§ 12 Choice of law

The only law applicable for any claim arising from the agreement or in combination with the contractual performance is the Law of the Federal Republic of Germany, excluding UN Sales Law, particularly in case the product is used abroad.

§ 13 Miscellaneous

- (1) External contract and purchase conditions will not be acknowledged.
- (2) Amendments, additions and collateral agreements must be made in writing.

§ 14 Severability Clause

- (1) Any changes and additions of/to this contract must be made in writing to be effective. The contractual partners comply with this requirement by sending documents in writing, particularly via fax or e-mail, as far as nothing else has been agreed upon for other declarations. Annexes are a component of this contract.

- (2) The validity of the entire agreement shall remain unaffected by the invalidity of individual provisions. Any ineffective provision shall be replaced by an appropriate provision which most closely approximates the purpose of the ineffective provision.

Place/date

Place/date

Licensor

Licensee