## 1 Object of the Agreement

The object of this licence shall be the standard data processing programme VISULOX of AMITEGO (SOFTWARE). Should a portion of the object of the Agreement also be the supply of standard software of a third party manufacturer, their terms of use shall apply exclusively in this respect. AMITEGO shall in this respect solely arrange the licence agreement, which is then concluded between the manufacturer and customer. These terms of use shall be provided to the customer on request.

| | |
|---|---|
| AMITEGO | amitego Engineering GmbH, Balinger Straße 37A, 70567 Stuttgart, Germany |
| VISULOX | is a trade mark of amitego Engineering GmbH |

## 2 Rights of use

The licensee shall receive the non-transferable and non-exclusive right to use of the SOFTWARE. The contractual grant of the licence shall occur according to the particular offer selected as a perpetual licence or as a time-limited licence. All use after expiry of the period shall be excluded. In the event of continued use in breach of the agreement, payment of the then-valid list price of the licence in addition to a service fee according to section 6 shall be due retrospectively to the beginning of use.

This shall not affect the right of each contracting party to extraordinary termination of the agreement without a period of notice for cause.

In the event of the termination of the licence agreement the licensee shall be obliged to delete the software and all copies of it completely.

The licensee may use the software on the hardware available to it; if the licensee changes the hardware, however, the licensee must delete the software from the hardware used previously.

The licensee shall be obliged to take suitable measures to prevent any unauthorised use by third parties; in this regard branch offices, companies associated with the customer as licensee, partners or spatially or organisationally separate institutions of the same organisation shall be regarded as "third parties."

## 3 Object-, source code and backup copies

AMITEGO shall not be obliged to transfer the object code on a data-carrier. There shall not be any claim to surrender or disclosure of the source code either. The licensee shall be entitled to make backup copies of the SOFTWARE if this is necessary for its proper use.AMITEGO shall offer to conclude an escrow agreement on the request of the licensee.

## 4 Copyright

The licensee shall acknowledge that the SOFTWARE is protected by copyright and international agreements. The licensee shall not be entitled to change or process, copy or duplicate the SOFTWARE or text materials transferred to it (codes, documentation) beyond the scope required for the use of the SOFTWARE within the framework of the rights and obligations arising from the particular agreement itself or through third parties. Copyright marks or registration features, such as any registration numbers in the software in particular, may not be removed or changed.

Any temporary transfer for use for direct or indirect economic or commercial benefit to third parties shall be prohibited without the approval of AMITEGO. Any resale for independent use of the SOFTWARE to third parties shall only be permissible if the licence acquired is not as a result split up, i.e. the right to use of the SOFTWARE is not just resold for a number of users determined by the licensee, the licensee provides the data of the purchaser to AMITEGO in order to maintain the services pursuant to section 7 and the licensee ensures by all technical means at its disposal that the copy still available to it is rendered useless and that no possibility whatsoever of use of the SOFTWARE or its components remains to the licensee.

## 5 Decompilation and programme changes

Disassembling the programme code of the SOFTWARE transferred into other code forms (decompilation) and other kinds of reverse engineering of the various production stages of the software, including programme change, shall only be permissible without express approval of AMITEGO if the legal conditions of § 69e German Copyright Act (UrhG) exist.

Copyright marks, serial numbers and other features serving programme identification may not be removed or changed under any circumstances.

## 6 Support and maintenance

Support and maintenance of the SOFTWARE ("service") shall be included without additional costs for the duration of a time-limited licence commissioned by the licensee.

In the case of an otherwise perpetual licence the licensee may commission the service in return for the agreed remuneration separately for the duration of one year; this service period shall be renewed in each case for the same contractual period if the service agreement is not cancelled by one contracting party in writing at the end of the initial or each succeeding contractual period. The period of notice shall in this respect be three months.

This shall not affect the right of each contracting party to extraordinary termination of the agreement without a period of notice for cause.

The support and maintenance agreement shall include the supply of cost-free updates of the SOFTWARE, e-mail support at support@visolux.de and telephone support pursuant to the particular support agreement separately concluded in this regard.

## 7 Guarantee

The parties are in agreement that according to the current state of technology it is not possible to develop standard software free of defects for all application conditions. AMITEGO shall in the meantime be liable for ensuring that the software substantially corresponds with the functions described in the manual and that it is free of defects that cancel or reduce its value or its suitability for the purpose contractually stipulated purpose or the usual purpose. AMITEGO shall not be liable for insignificant deviations or reductions.

In the event of considerable defects, AMITEGO shall be entitled and obliged to eliminate the defects at its expense or provide an equivalent replacement. (Subsequent specific performance). AMITEGO shall be entitled to make the choice. If the subsequent specific performance or replacement delivery fails a second time, the licensee may at its discretion either rescind the agreement or reduce the agreed payment.

The guarantee period shall be one year, calculated from the day of delivery / download of the software.

## 8 Liability restriction and contributory negligence

AMITEGO shall only be liable for losses arising other than through injury to life, limb and health if these losses are based on intent or gross negligence or culpable infringement of an essential contractual obligation by AMITEGO or its agents. An obligation shall be contractually essential if its fulfilment is what makes proper implementation of the agreement possible in the first place and on whose fulfilment the customer may normally rely.

AMITEGO shall only be liable for the loss of data according to the above sentence if such a loss could not have been avoided by appropriate data backup measures on the part of the licensee. Inadequate data backup shall in particular exist if the licensee neglected to take precautions through backup measures corresponding with the current state of technology against external influences, especially against computer viruses and other phenomena that could endanger individual data sets or the entire database.

Additional liability to damages shall be excluded; this shall not affect claims from a guarantee provided by AMITEGO for the quality of the purchase object and the German Product Liability Act.

AMITEGO shall only be liable for those losses that are foreseeable or typical in the event of ordinary negligence.

## 9 Price adjustments

AMITEGO shall reserve the right in the event of changes in the salary- or prime costs or other general cost changes in the IT industry that occur after conclusion of the agreement to increase or reduce the agreed prices in accordance with the actual cost changes. The corresponding changes shall be communicated before they take effect. The change shall take effect at the beginning of the month succeeding the notification of change. Should these changes lead to an increase in prices of more than 5%, the licensee shall be entitled to terminate the agreement without notice in writing within a month of receiving the notification of change.

## 10 Miscellaneous

Activation of the software licence shall only occur after complete payment of the usage fee for the licensed software and – if agreed – the additional fees. Swiss law shall apply to the exclusion of UN commercial law (CISG). The legal venue shall be Zurich.

The contractual language shall be English; versions in other languages shall merely serve as additional information.