

I General

(1) These license terms apply in addition to the General Terms and Conditions for Goods Deliveries and the General Terms and Conditions for Online Products. The license conditions are recognized by opening the seal or continuing the installation.

(2) The software package that the customer (hereinafter referred to as "licensee") has received from GHM Messtechnik GmbH (hereinafter referred to as "licensor") consists of the program and, if requested by the licensee, a description.

(3) The contracting parties agree that the software package is to be understood as the licensor's business secret.

II License Grant

(1) All rights to original and copy remain with GHM Messtechnik GmbH.

(2) With the conclusion of the contract for the delivery / download of software (regardless of the storage medium), the licensee is granted the non-transferable and non-exclusive right to use the contractual software by the licensor, in the limits of use described below. All there not explicit named rights of use, remain with the licensors as owner of all copyrights and property rights.

III Limitation of Licence

(1) The rights to the software and documentation, the trademark rights and copyrights, the publication, reproduction, processing and exploitation rights to the software remain the property of the licensor and are not affected by the individual contract.

(2) The licensor's property rights remain unaffected by changes to the software.

(3) The right to use the software can only be transferred to third parties with the written consent of the licensor and in compliance with these license terms.

(4) The licensee is not entitled to hand over the software or the related written material to third parties or to make it otherwise accessible without the prior written consent of the licensor. Furthermore, the licensee may not distribute, rent or lease the software and / or the associated documentation for a fee without the prior written consent of the licensor.

(5) The licensee is not authorized to change, modify, translate, translate, reverse engineer, decompile or split the software and /

or documentation in whole or in part, unless such activities are explicit and clear allowed by a corresponding law despite these limitations. Furthermore, Licensee may not create the software combined as part of another product or a collection of other products or by-products derived from the software without prior written permission of the licensor.

(6) It is also prohibited the licensee, copyright notices, marks / trademarks and / or proprietary notices of Licensor to the Software or the documentation to change or expand.

(7) The licensee is not entitled to install, use, distribute or copy the software without the prior written consent of the licensor, except as expressly permitted in this license.

(8) The license approval is limited to a system (a computer or a virtual computer in the computer network) that is suitable for this purpose. If further installations are carried out on another system, the licensor is entitled to license fees . Deviations apply to software that is protected by a dongle, here the licensor allows parallel installation on multiple systems, parallel use is excluded by the dongle and is therefore still limited to one system. Deviations from the cases described here always require an individual contractual agreement.

(9) In addition, the licensee or other persons are never permitted to use the software in applications or systems in which the malfunction of the software can lead to significant physical injuries, property damage or loss of life. Including, but not limited to use in dangerous environment, a flawless performance is required, such as nuclear facilities, aircraft navigation or communication, lifesaving equipment or weapon systems. The software is not fault tolerant and has not been developed, manufactured or intended for such use. For each such use the licensee takes full risk. The licensee accepts that the licensor its head officers, staff, employees, contractors, partners or vicarious agents are not liable by such prohibited use.

IV Warranty

(1) The statutory warranty period from delivery applies.

(2) The licensor guarantees that it will deliver software in a functional condition and that it will meet the agreed program specification. We reserve the right to make technical or legal changes at any time.

(3) If a software error occurs, the licensee is obliged to report this to the licensor in writing within two weeks. Generally occurring faults and their symptoms are to describe best, so their

reproducibility - and therefore troubleshooting is made possible. As part of the written complaint specific information's about content and target the software should be operated according to the contract, which and how many steps have been made and, as far as available, with which error messages the software responded.

(4) The licensor is then free to remedy the defect within a reasonable period of time by delivering replacement items, making improvements or by mentioning a circumvention of the error. As a result of the possible delivery of new software variants, there is neither an extension of warranty claims nor an extension, suspension or interruption of the warranty period.

(5) If, after several attempts, the licensor fails to rectify or circumvent the defect within a reasonable period of time, the licensee can request the cancellation of the contract (change) or a reduction in the remuneration.

(6) The licensee shall be invoiced for expenses incurred from error analysis and troubleshooting, which are not covered by the warranty, as well as additional expenses arising from incorrect or incomplete error descriptions or other information.

V Limitation of Liability

(1) The licensor is not liable for violations of the restrictions listed in "III Limitation of the License" § 9.

(2) The licensor assumes no liability and is not liable for the fact that the program functions meet the specific requirements of the customer or work with components in the customer's special hardware configuration. Legal liability according to the Product Liability Act remains unaffected.

(3) Liability for damage caused by the use of the software supplied by the licensor to other software or to data media / data processing systems of the customer is only assumed if the legal defect or vicarious agent caused the defect in the software / data medium that was caused by the damage intentionally or through gross negligence and it is predictable, typically occurring damage. In the case of contracts with legal entities under public law, special funds under public law and merchants - compared to the latter only if the contract is part of the operation of their trade - liability beyond the limitation of liability in the preceding sentence is also excluded for gross negligence on the part of vicarious agents, provided that it is not the fault of leading vicarious agents or main contractual obligations are violated.

(4) The licensor is not liable for direct or indirect consequential damage, in particular not for financial loss, loss of profit, third-party claims against the customer or damage due to business interruptions, unless it can be blamed for intent or gross negligence or legal provisions (product liability) expressly oppose. Possible compensation is limited to the amount of the license fees paid by the licensee to the licensor.

(6) Statutory warranty claims for subsequent performance, withdrawal or reduction - but not for compensation - remain unaffected by the above regulations.

(7) This liability regulation is final and refers to all claims of a contractual and non-contractual nature.

VI Care

(1) The licensee is aware that daily data backup in long-term cycles, precautionary measures against computer viruses and regular virus tests, regular maintenance of the operating system, as well as careful testing of the systems with the aid of the contractual software is required .

VII Breach of Contract

(1) If the licensee does not meet the obligations assumed and accepted by him, the licensor reserves the right to immediately terminate the contract and to take further legal action. In this case, the licensee cannot request a refund of the purchase price. Furthermore, the right of the licensee to use the software expires automatically and without notice if he violates an obligation of this license condition.

(2) The licensor will make the licensee liable for all damages that occur due to a violation of the license conditions. The licensee must restore the original legal status at his own expense.

VIII Contract Changes and Supplements

(1) Any cancellation, change, termination or addition to this agreement must be in writing to be legally effective. Verbal agreements - including the cancellation of the written form requirement - are ineffective. The licensor is exclusively authorized to make or accept corresponding declarations on the management of the licensor.

IX Law, Place of Fulfilment and Court of Jurisdiction

(1) For this contract and all legal relationships of the parties, German law applies exclusively.

(2) Place of fulfilment and court of jurisdiction for all disputes arising from business relations, which does not lead to amicable settlement, exclusively is Remscheid, unless another court of jurisdiction is prescribed.