

# General Terms and Conditions of License for LV Software

State: April – 2011

## **I. Subject**

Lauterbach Verfahrenstechnik GmbH, Spoecker Weg 23A, D-76344 Eggenstein-Leopoldshafen (hereinafter referred to as "LV") shall grant to the customer a personal, non-exclusive, non-transferable, temporary or unlimited license of use for the LV-software. The title of ownership, ownership rights and intellectual property rights regarding the software are not transferred to the customer. The license shall be prepared for the use on the number of computer workstations stated in the purchase slip. A separate license agreement is required for any further computer workstations. The responsibility for the compilation of the license programs lies with the customer.

## **II. Copying Prohibition**

The licensed program and the documentation may not be copied either in full or in part by the customer, with the exception of a machine-readable copy of the software for security or archiving purposes. Each of the copies made by the customer for these purposes must be clearly labeled with the complete reference that confidentiality, title of ownership, ownership rights and intellectual property rights belong to LV.

## **III. Transfer**

The transfer of rights and duties arising from this license agreement to third parties is prohibited even after the termination of the agreement.

## **IV. System Extension and System Modifications**

The license can be extended to several system environments and additional computer workstations. If computer workstations of one system environment are exchanged for those of another, the license can also be changed for an upgrade fee, provided that a separate maintenance agreement exists. In all other cases the customer must purchase a new license.

## **V. Trademark Use**

The customer can use the trademarks and trade names which LV uses in order to designate the print-outs as far as they were prepared on an electronic printing system using the licensed software if the customer uses trademarks and trade names in the same way as LV and stops the use of these trademarks and trade names after the termination of this license agreement.

## **VI. Prohibition of Modifications**

The customer may not make any modifications to the licensed software or have such modifications made by third parties.

## **VII. Unauthorized Use**

The customer shall be obliged to guarantee that his employees or other persons under his authority who have access to the licensed software observe all duties of protection and duties of due care which arise from this agreement. The customer shall furthermore be obliged to guarantee that nobody gains access to the licensed software in order to obtain the source code. If the customer becomes aware of the fact that the licensed software is being used contrary to the stated duties of protection and duties of due care by persons as described in sentence one above, he shall immediately do everything within his power to prevent this improper use. He shall inform LV in writing of this improper use should it still continue.

## **VIII. Protection against Unauthorized Use**

The software product is equipped with a protective device which limits its application to the agreed computer. The customer is expressly informed that manipulations to these configuration files (keyfile) lead to the software product no longer functioning correctly.

The software product is supplied in a form which limits the time of use. An unlimited version is delivered immediately when the right of rescission has expired and payment has been received.

## **IX. Compensation Claim**

LV is entitled to the property rights and copyrights to the licensed software. LV can make a claim against the customer for each violation of such property rights for which the customer is responsible.

## **X. Warranty/Liability**

The customer is aware of the fact that in line with current technical progress errors in the programs and in the accompanying documentation cannot be excluded. If the customer claims deviations in the program from the specification/description within thirty working days as of delivery to the customer, he has the right to return the erroneous software to his supplier and request the delivery of a new version of the program. If a rectification of the errors is not possible or if such rectification is not successful, the customer shall have the right to request a rescission of the contract, whereby he must destroy any copies which he may have made. In countries in which the national legislation provides for a compulsory period of more than thirty days in order to make a complaint with respect to product defects, this statutory period shall be deemed to be valid if the software is purchased and used in such countries.

Further reaching warranty claims are expressly excluded. LV does not accept any warranty that the program functions meet the customer's requirements or combine in the compilation made by him. LV is not liable for slightly negligent breaches of duty as far as these do not include fundamental contractual duties, damage resulting from mortal or personal injury, injury to health or the violation of guarantees or if claims based on the German Product Liability Act (Produkthaftungsgesetz) are affected. The same is true for breaches of duty by LV's vicarious agents. The liability for loss of data is limited to the typical restoration expenditure which would have occurred if security copies had been made regularly and corresponding to the risk. Assurances by third parties (e.g. dealers) with respect to warranty, liability, compensation, etc. by LV are not binding on LV.

**XI. *Third Party Property Rights***

If a claim is made on the customer by third parties due to an apparent violation of a patent right, copyright or another property right to the licensed software belonging to the third party, LV shall release the customer from third party claims if he informs LV immediately in writing of the claimed violation of the property right and he sufficiently supports LV in proceeding with possible legal action. If such a claim is made on the customer by third parties, LV is entitled depending on its choice either to obtain for the customer a corresponding license from the third party or amend the licensed software or supply the customer with another equivalent software or take back the licensed software. In the latter case the software license fees will be reimbursed in full to the customer. LV is not liable for violations of property rights which derive from the fact that the customer amends or modifies the licensed software according to his own requirements or if the licensed software is sold and used in connection with other software, hardware or consumer materials which are not supplied by LV. This liability for objects constitutes the entire liability of LV for violations of any patent rights, trademark protection rights, copyrights or other rights to immaterial assets.

**XII. *Software Updates***

The customer has the possibility to receive the latest version of the licensed software free of charge if he concludes a separate maintenance agreement.

**XIII. *Payment***

The license fee plus the statutory value-added tax is due in full ten days after delivery.

The customer is only entitled to set off, retain or reduce the payment if counter-debts are undisputed or have become res judicata. This is also true if a complaint with respect to product defects or a counterclaim is made.

**XIV. *Duration of the Agreement***

This agreement becomes valid on the date of signature and is concluded indefinitely. This agreement can be terminated in the following ways:

- a) By the customer within thirty days after delivery (right of rescission).
- b) By the licensor if the customer does not make the due payments even after an appropriate additional period has been granted.

The customer shall stop all use of the software product upon termination of the agreement and return all copies. He remains bound to the regulations in ciphers III and VII of this agreement.

**XV. *General Provisions***

As far as legally permitted, Mannheim is the exclusive court of venue for all disputes arising from this agreement. Oral supplements to this agreement do not exist. Modifications or supplements to this agreement must be made in writing.

**XVI. *Invalidity of Contractual Provisions***

If one or more provisions of this agreement are or become invalid, the effectiveness of the agreement shall not otherwise be affected thereby.

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