

Software License Terms

§ 1 Scope of application

(1) These License Terms represent an agreement between Janz Tec AG, Im Dörener Feld 8, D-33100 Paderborn, Germany (hereinafter "Licensor") and its customer (hereinafter "Licensee") as user in its own name or as representative acting in the name of an enterprise. The object of these License Terms is the software, including any related documentation, developed by the Licensor and delivered to the Licensee in the form of physical media, by download or pre-installed on systems supplied. The exact designation as well as the functions of the software so provided are detailed in the appropriate order confirmation.

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(5) The Licensee must not make additional copies, which for purposes hereof include print-outs of the program code as well as copies of any related documentation.

(6) The Licensee is obligated to adopt suitable measures to prevent unauthorized third-party access to the software as well as any related documentation. The original media as well as any back-up copy must be kept in a safe location that is adequately secured against unauthorized third-party access. The Licensee's staff must be instructed to observe these License Terms as well as any applicable provision of the Copyright Act.

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(1) The Licensee may use the software on any hardware available to it. However, it must delete the software from any piece of hardware it replaces.

(2) Unless otherwise agreed with the Licensor in writing, software must not be stored or used on more than one piece of hardware.

(3) The use of the software on a network is inadmissible if and to the extent that such use creates an opportunity for concurrent parallel uses in the absence of a written agreement to that effect with the Licensor.

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(1) The decompilation of the supplied program code into other codes (decompiling) as well as other forms of reverse engineering designed to identify the software's individual production stages, along with program modifications, are permitted for internal use, including but not limited to troubleshooting or the expansion of functionality.

(2) The copy-protection function or similar mechanisms may be disabled only if and to the extent that such function or mechanism inhibits or thwarts the software's intended use, and the task of disabling it may only be performed by a commercially operational third party (potentially) competing with the Licensor if the Licensor refuses to do so against a reasonable fee. The Licensee bears the burden of proving that a given protective mechanism interferes with the software's intended use, and it must give written notice to the Licensor of the removal of copy protection or similar mechanisms from the program code.

(3) Insofar as the actions described in this § 4 of the License Terms are taken for commercial reasons, they are admissible only if and to the extent that they are required for the development, support or operation of an independently created interoperable program and the necessary information has not yet been published or is otherwise available – e.g., by addressing an inquiry to the Licensor.

(4) Copyright notices, serial numbers as well as other identifying marks of the program must not be removed or altered. Likewise, the on-screen display of such characteristics must not be disabled.

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(1) The Licensee may permanently resell the software, along with any related documentation, to third parties provided that the acquiring third party agrees to be bound by these License Terms. In the event of such a transfer, the Licensee must either provide the new licensee with any and all copies of the program, including back-up copies, if any, or delete any copy that it is not handed over. The Licensee's right to use the program lapses upon transfer.

(2) The Licensee must not sell the software to third parties if there is reason to believe that such third parties will violate these License Terms, including but not limited to the making of unauthorized copies.

§ 6 Warranty and liability

The provisions of the General Terms and Conditions of Janz Tec AG apply.

§ 7 Miscellaneous

(1) These License Terms are subject to the laws of the Federal Republic of Germany, to the exclusion of CISG.

(2) In the event that the Licensee is a "Kaufmann" (entrepreneur) within the meaning of the Commercial Code, a legal entity under public law or a special fund, any and all disputes arising from or in

connection with these License Terms will be settled by the courts of the City of Paderborn.

(3) In the event that individual provisions of these License Terms are or become ineffective, the remaining provisions hereof continue in full force and effect, and the ineffective provision is replaced by such provision as may best approximate the purpose of the ineffective one. The same is true if a loophole is discovered in the course of the implementation hereof.

Attachment

This attachment contains notes and provisions pertaining to the use of specific software packages. In the event that a given software is not part of an order as according to the order confirmation, the notes and provisions related to such software do not apply to such order.

Microsoft Windows

(1) The product is not intended for use in embedded systems in which errors or lapses of the product may result in death or serious injury, substantial property or environmental damage ("high-risk use"). Accordingly, the Licensee is prohibited from using the product in high-risk use scenarios.

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(1) The Licensee must not create, modify or otherwise change the behavior of classes, interfaces and sub-packages bearing the names "Java," Javax," "Sun" or similar designations under the Oracle naming conventions.

(2) The Licensee agrees that "Java," along with all Java-related brands, logos and icons, including "Coffee Cup" and "Duke," is a registered trademark of Oracle.

(3) Programs forming part of the Java installation may contain source code that merely serves as a reference under the end-user license agreement.

(4) Additional copyright notices and license terms for programs belonging to the Java installation are documented in the text file THIRDPARTYLICENSE-README.txt.

(5) The use of commercial features not expressly licensed for commercial or production purposes in the present Java installation as described in Table 1.1 ("Commercial Features in Java SE Product Editions") of the program documentation (see <http://www.oracle.com/technetwork/java/javase/documentation/index.html>) is subject to a separate Oracle license.

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Janz Tec AG
Open Source Division
Im Dörener Feld 8
D-33100 Paderborn
Germany

(4) A list of all open-source software packages installed on the system may be viewed under Linux by executing the command `dpkg -1`. Complete open-source license texts are available online under <http://spdx.org/licenses>.

(5) In addition, specific license terms for open source software used may also be included with shipments.