

# Software License Terms

## § 1 Scope of application

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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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(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.

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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

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(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.

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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.

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(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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Open Source Division  
Im Dörener Feld 9a  
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 -l`. 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.