

## **Software Licensing Agreement for CADMAI-Products**

### **§ 1 Subject of contract**

- (1) Subject of the contract is the computer program, recorded on the data carrier, the user license volume described herein, as well as the applicable user manual and any other applicable written material, herein referred to as "Software".  
CADMAI Software GmbH. would like to point out that it is - due to the state of the art – not possible to produce computer software which works error free in any possible application and combination.

### **§ 2 Duplication**

- (1) The software is copyrighted. CADMAI Software GmbH. grants the customer a simple, non exclusive, right per each license to install and run the software on one single computer station. Simultaneous use on multiple computers, reproduction (with the exception of one copy for backup reasons only), as well as making the software available to a third party (including remote data transmission) are not permitted without authorisation by CADMAI Software GmbH. A backup copy is to be marked as such for the specific program.
- (2) The customer does not have the right to change, translate, back-develop, decompile or disassemble the software.

### **§ 3 Node Locked licenses for end-users**

- (1) The software can only be used by one user per license.
- (2) Use of the purchased software on multiple PCs, especially within a network, is only permitted within the purchased licensing agreement.

### **§ 4 Integration licenses**

- (1) At this CADMAI Software GmbH. admits the customer (you) to integrate the licensed CADMAI modules in own end-user Applications and redistribute them without additional fees to CADMAI Software GmbH. to a third party, provided
  - (a) the customer distributes the CADMAI modules only in conjunction with and as a part of his Application;
  - (b) the customer does not permit further redistribution of the CADMAI modules by his end-user customers;
  - (c) the customer does not use CADMAI Software GmbH. 's or its suppliers' name, logo, or trademarks to market his Application;
  - (d) the customer remains solely responsible to anyone using his Application for support, service, upgrades, or technical or other assistance, and such recipients have no right to contact CADMAI Software GmbH. or its suppliers for such services or assistance;
  - (e) the customer agrees to indemnify, hold harmless, and defend CADMAI Software GmbH. and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of his Application.

### **§ 5 Inspection and Reclamation**

- (1) The customers must inspect the supplied software for any visible damage that would be obvious to any average customer. Obvious damages are to be reported to CADMAI Software GmbH. in writing within two (2) weeks of receipt. The deficiency, especially the symptoms encountered, is to be described in all possible detail.
- (2) Damages that are not obvious have to be reported to CADMAI Software GmbH. within two (2) weeks after their discovery by the user.
- (3) If the inspection and reclamation guidelines are not followed, the software is considered accepted as is.

### **§ 6 Warranty**

- (1) Deficiencies of the supplied software including the user manual and any other documentation will be corrected by CADMAI Software GmbH. within the warranty period of six (6) months from delivery after notification by the customer. To CADMAI Software GmbH.'s discretion, this will be implemented through either rectification or replacement free of charge.
- (2) Should the deficiency be unrectifiable within an appropriate time period, or should correction or replacement attempts result in failure for other reasons, the customer has the option to receive either a price reduction or cancel the contract at customers discretion.
- (3) Failure of correction or replacement is not considered to take place unless sufficient opportunity was given to CADMAI Software GmbH. for rectification or replacement without

satisfactory results, if correction or replacement is found to be impossible, if CADMAI Software GmbH. refuses or unreasonably delays such rectification, if there is reasonable doubt for success, or if other unreasonable circumstances occur.

#### **§ 7 Liability**

- (1) CADMAI Software GmbH. assumes no liability for the freedom from error of the software. CADMAI Software GmbH. takes no responsibility that the software satisfies the customers needs or works together with other programs which were selected by the customer. The responsibility of the correct selection and the consequences of using the software has to bear the purchaser. The same applies to accompanying documents.
- (2) CADMAI Software GmbH. is not liable for damages which result from the usage of the software except for gross negligence which was caused by CADMAI Software GmbH. or by any of its legal representatives. Provided the customer is a merchant in accordance to the merchant code ("Handelsgesetzbuch") or a legal entity in accordance with the law, also the liability in case of gross negligence is excluded. In no event shall CADMAI Software GmbH be liable for any amount in excess of two hundred fifty EURO (EUR 250.00).
- (3) Unless subject to deviating agreements, CADMAI Software GmbH. makes no commitment to special features of the software.
- (4) Liability according to the product liability law stays undisturbed (§ 14ProdHG)

#### **§ 8 Court of jurisdiction, place of performance and legal option**

- (1) The court of jurisdiction for any and all disputes within fulfilment of the contract will be - dependent of our own choice - the principal office of CADMAI Software GmbH. or the office of the customer.
- (2) Place of performance for all responsibilities within the fulfilment of the contract will be Nuernberg, Germany, provided the customer is a merchant in accordance to the merchant code ("Handelsgesetzbuch") or a public corporation or legal entity in accordance with the law.
- (3) Applicable law is the national law of the Federal Republic of Germany, preclusive of the Unpurchasing right (CISG).

#### **§ 9 Final clause**

- (1) If single conditions of this licensing agreement are inoperative all the other conditions remain operative. Instead of the inoperative condition a condition which approaches the economic purpose of the inoperative condition is considered as operative.  
§ 139 BGB will not be applicable.