

LICENSE AGREEMENT FOR SOFTWARE PRODUCTS

1 SUBJECT MATTER OF AGREEMENT

SUBJECT MATTER OF AGREEMENT between you ("LICENSEE") and Softing Industrial Automation GmbH ("SOFTING") is the computer program stored on a data carrier or made available for download and the corresponding program documentation. (Hereinafter referred to as "SOFTWARE".)

SOFTING points out that it is not possible, at the state of the art, to produce computer programs with high complexity which work free of errors in all applications and combinations.

2 PROPERTY RIGHTS, RIGHTS OF USE

As soon as we have received the full payment of the invoice, SOFTING grants the non-exclusive right to use the SOFTWARE only on a single computer and only at one place. The LICENSEE may transfer the SOFTWARE from one computer to another at any time, provided that the use of the SOFTWARE on the original computer was terminated.

If the single computer is a multi-user system, the SOFTWARE can be used by all users of this system.

If software of third parties is included into the SUBJECT MATTER ("Third Party Software" the license agreement of these third parties which is attached to the Third Party Software applies with priority.

All rights not specifically granted above are retained by SOFTING, especially all ownership rights in and to the SOFTWARE and any copies thereof as well as all rights to publish, to copy, to adapt and to exploit. All rights on design, know-how and working methods, which are used by Softing remain with SOFTING.

3 SPECIAL RESTRICTIONS

The LICENSEE agrees without the prior written consent of SOFTING not

- a) to change, to compile, to reverse develop, to decompile, to disassemble the SOFTWARE, to produce derived products.
- b) to loan, rent, sub-license, grant any rights or otherwise transfer the SOFTWARE in any form. However, the first acquirer may make a one-time permanent transfer of the rights to use the SOFTWARE only direct to an end user. The transferee of such one-time transfer must agree to comply with the terms of this license agreement, including the obligation not to further transfer the right to use.
- c) to remove any proprietary, originator or copyright notices, labels or marks on the SOFTWARE or the documentation.
- d) to use the SOFTWARE in planes, in applications for the planning, construction, production or delivery of planes or parts thereof, in application in nuclear power plants, for navigation, for the production of weapons, in medical applications which may lead to personal injury, in applications, which might cause damages to water or in facilities which require official approval or are notifiable according to conservation regulations.

4 REPRODUCTION

The SOFTWARE and all associated documentation are protected by the copyright law.

The LICENSEE may duplicate/copy the SOFTWARE only as far as this is necessary for the intended use of the SOFTWARE (e.g. installation of the SOFTWARE and loading into the memory) and/or for the production of a backup copy. Other duplications, including printing the program code and copying the documentation, are only allowed with the prior written consent of SOFTING.

On all complete or partial reproductions of the SOFTWARE (including data medium), the LICENSEE shall attach the copyright notice and all other remarks concerning commercial protection rights in the same manner as these are contained in the original version of the SOFTWARE.

5 RECORDS

The LICENSEE is obligated to maintain accurate records which document the SOFTWARE including the current version, the place where it is installed or located and the number of produced copies. The LICENSEE will submit the record to SOFTING on request.

6 TERM OF AGREEMENT

The rights to use the SOFTWARE are granted for an indefinite term. The LICENSEE and the LICENSEE's right to use the SOFTWARE are automatically terminated if

the LICENSEE fails to comply with any provision of this Agreement. In this case, SOFTING will terminate this agreement by written notice. Then the LICENSEE is obligated to destroy all copies of the SOFTWARE being in his possession, including all documentation, any data carriers and copies thereof.

7 CLAIMS IN CASE OF DEFECTS

7.1 The contract subject matter is free of defects, if at the moment of transfer of risk it shows the composition described in the product or performance description and is free of defects in title.

7.2 The term within which the LICENSEE can assert his claims is one year as of delivery or as acceptance. Defects must be reproducible, or they must be indicated by computer output.

7.3 In case of a defect according to section 7.1 SOFTING has the choice to meet the LICENSEE's claims either by repair or by delivery of new goods. The LICENSEE may ask for reduction of the payment or of withdrawal from the contract only if the LICENSEE has given unsuccessfully a grace of at least three weeks for fulfillment or SOFTING's attempts of repair or new delivery have failed at least three times. In case of the withdrawal LICENSEE has to combine the setting of the term with the penalty of refusal.

7.4 Precondition for claims is the proper handling and an adequate use of the products and a save and appropriate place. The LICENSEE's claim is terminated for work or products which LICENSEE changes or interferes with in some other way without SOFTING's written permission. The same applies if products are handled improperly or in a way which is not conformant with the manual of the product or if the product was repaired by a third party in a way which is not conformant with the requirements for repair.

7.5 If the examination of a notice of defect shows that there is no defect, the costs for the examination will be charged at the valid hourly rates.

7.6 LICENSEE is obliged to provide SOFTING with the support necessary for removing the defect (error description, documents, testing times etc.).

8 LIABILITY

8.1 SOFTING is liable - independently of the grounds - without limitations for intent and gross negligence as well as for damages caused by injury of life, of body or of health. The same applies for claims where the product liability law constitute a liability as well as SOFTING has given a guarantee for the composition of the subject matter.

8.2 SOFTING is liable for slight negligence only insofar as an obligation is broken the obedience of which is of particular significance to the achievement of the aim of the contract (cardinal obligation). The liability is limited to five times the price stipulated in the contract and to those damages on whose emergence SOFTING has to reckon in the context of a typical contract.

8.3 Furthermore, SOFTING is liable within the framework of the legal regulations to the extent that damages are covered by SOFTING's liability insurance.

8.4 Any additional claims for damages are excluded.

8.5 LICENSEE's claims concerning defects prescribe after one year, starting from the handover/delivery of the object of purchase to the customer. Hereof excluded are claims for defects of consumers together with compensation claims regarding the injury of life, body and health and/or compensation claims due to grossly negligent or willfully caused damage by SOFTING. To this extent the regular statutory limitation period shall apply.

8.6 The LICENSEE accept as a cardinal obligation to save the data in intervals which are adequate to the foreseen application, but at least once the day. In case of a loss of data for which SOFTING has to stand for SOFTING shall only be liable for the restoration in the extent which would have resulted if the data securing would have been performed according to this agreement.

9 MISCELLANEOUS

The SOFTWARE is delivered exclusively in accordance with the terms of this License Agreement. Any purchase conditions of the LICENSEE are not applicable, even if the LICENSEE refers to them in its order. Exclusive place of jurisdiction shall be Munich; place of performance shall be Haar. German law shall apply. The Hague convention on contracts for international sale of goods (UNICITARL) is excluded.

Please address questions regarding this Agreement to:

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