

Licence agreement

Dorner Electronic GmbH
Kohlgrub 914, 6863 Egg, Austria
(hereinafter "Dorner")

In the following it is defined what you, hereinafter ""LN"", are allowed to do with our software.
The general business, delivery and licence terms and conditions (attachment 1) form an integral part of this agreement.

1. Licence agreement:

- 1.1. These software licence conditions (hereinafter "licence") define the rights and limitations on the utilisation of the software including the related documentation.
- 1.2. Dorner Electronic GmbH, hereinafter "Dorner", supplies to you, as the "LN", the Dorner Electronic GmbH software package.
- 1.3. By installing software supplied by "Dorner" you accept the licence terms and conditions in their entirety.
- 1.4. This licence agreement forms an integral part of the contract of sale
- 1.5. The material law of Austria in the version applicable at the time of contract conclusion applies to this licence agreement. Exclusive court of jurisdiction is at "Dorner's" headquarters.

2. Licence:

- 2.1. "Dorner" herewith grants the licence holder a simple (not exclusive), non-transferable, limited licence for the software. This statement also applies to copies of the software and to documentation.
- 2.2. The "LN" has the limited right to change the products only in the context of the options provided to him by "Dorner".

3. Copyright:

- 3.1. "Dorner's" trademarks and company names are not allowed to be deleted in or on the material for the scripts or other data carriers.
- 3.2. The software is protected in the context of the UrhG (Austrian copyright law) as well as in accordance with the law against unfair competition (UWG in the applicable version) in Austria, and in the countries of the EU as well as in other countries, in favour of "Dorner".
- 3.3. It is specifically stated that "Dorner" as copyright holder reserves the right to take any legal action in case of infringement of this licence agreement.

4. Rights of the licence holder:

- 4.1. The "LN" receives a licence as per point 1.2. of this agreement and is entitled to install and use this product on the agreed number of computers that, however, are all located exclusively in his organisation. Usage outside the organisation is excluded.
- 4.2. The "LN" is allowed to transfer the program to another person, however only if all rights and licence agreements are legally transferred. The "LN" then has the obligation to cease all usage of the program and to destroy all copies. The other person must state acceptance of this licence agreement.
- 4.3. The "LN" is allowed to make a maximum of three (3) copies of the product for archiving or backup purposes.

5. The obligations of the "LN":

- 5.1. The "LN" is only allowed to use the product as per this licence agreement.
- 5.2. If the licence that forms the object of the contract is granted to a prime contractor in the context of an order awarded to Dorner, the prime contractor has the obligation to pass on this licence to the end customer without reservation and to inform Dorner of this provision. On the provision of the licence to the end customer the prime contractor is no longer the licence holder.
- 5.3. Copyright notices and all other product notations from "Dorner" must be reproduced on every script and on all copies made by the "LN".
- 5.4. The "LN" has the obligation to establish all the technical prerequisites so that "Dorner" can install the software package.
- 5.5. The "LN" is solely responsible for the results and performance of the program supplied by "Dorner". The "LN" must constantly maintain the data, take the necessary care on the entry of data in the computer, and continuously check the results from his products.
- 5.6. The licence holder has the obligation to install on his computers state-of-the-art anti-virus programs, firewalls and other protective features to provide protection against unauthorised access.
- 5.7. In the case of products that have been delivered by "Dorner" with anti-virus programs or firewalls, the "LN" is responsible for updating this protective software.

6. Duration:

- 6.1. The licence applies for the entire duration of the usage of the product at the "LN".
- 6.2. The licence ceases to be valid as soon as the "LN" infringes any of these agreements or conditions. In this case the "LN" agrees to permanently destroy all copies of the product without delay. The warranty and liability limitations stated below continue to remain in force independent of this situation.

7. Liability limitations:

- 7.1. The licensed product is provided to the "LN" on the basis of the performance at the current time.
- 7.2. All the risk in relation to the results and the performance of the program lie ultimately with the "LN".
- 7.3. The liability limitations in the general business, delivery and licence terms and conditions apply. In this context specific reference is made to the obligations of the "LN" as per point 5.
- 7.4. In relation to the "LN", "Dorner" does not accept any liability for direct or indirect damages due to the incorrect utilisation or malfunctions of the licensed product. "Dorner" is also not liable for consequential damages that may arise due to an infringement of the contract or ordinary negligence on the part of "Dorner" or its staff, suppliers or other persons.

Dorner Electronic GmbH