

LICENCE AGREEMENT

Please read the information below before using the software!

1 Grant of License

ProSign Process Design GmbH (ProSign) gives the customer the non-exclusive, non-transferable and time-unlimited right to use the agreed programs in one particular data processing system.

The customer may use the program, in a different system used by them, if ProSign has provided the program for such a use. If the customer needs a different version of the program, ProSign will deliver it against a separate payment.

2 Copyright

You are obliged not to read-out programs stored in memory parts.

Any copying of programs, either fully or in part, is not permitted. As the only exception to this the customer may make one copy for data security purposes.

The duplication of program documentation, fully or in part, is prohibited. Additional copies can be delivered on payment.

ProSign has the right to trace serial numbers at any time and in any reasonable manner.

3 Preparation for Use and Support

The preparation for use, installation, instruction, training and support during acceptance trials, as well as consultation, are to be agreed and reimbursed separately.

4 Limited Warranty

ProSign warrants that the iCon-L[®]-Software will perform substantially in accordance with the accompanying Product Manual for a period of 6 months from the date of purchase.

Except for the above mentioned, ProSign does not undertake any further guarantee of fault-free operation of the programs and their data structures. The guarantee also does not cover faults or defects due to inappropriate handling, or due to other reasons, outside the influence of ProSign.

Other warranty claims are excluded.

5 Limitation of Liability

Claims for damages against ProSign, regardless of the legal grounds (but especially in case of damages, infringement of duties during contract negotiations, delays, warranties, injuries, frustration, tort action), are excluded, except for intentional or gross negligent actions by ProSign or if guaranteed features are missing.

6 Customer Obligations

The customer is obliged to follow the instructions in the operating instructions handed over to him.

The customer recognizes that the programs and program documentation are protected by copyright and that they are operating secrets of ProSign. At all times the customer will make sure that the programs passed over to them and are passed on to third parties only with the consent of ProSign.

7 Term

The License is effective until terminated. If the customer fails to comply with any term or condition of this License Agreement, it will be terminated. If the customer may terminate this License Agreement they agree to destroy the programs and documentation together with all copies and related material.

The court of jurisdiction in respect to merchants, legal entities and corporations is the court in whose jurisdiction the headquarters of ProSign are located.

The contracts are covered by German law. Venue is Magdeburg, Germany.

If one of the foregoing terms is or becomes invalid, the validity of the other regulations is not affected by this. In place of an invalid regulation a term which most closely meets the legal German law of the invalid term should take effect.

If you have any questions regarding this License Agreement, please contact:

ProSign GmbH

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BY INSTALLING THE ICON-L® SOFTWARE YOU ARE AGREEING TO BE BOUND TO THE TERMS OF THIS AGREEMENT.