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**Article 1**

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2. The usage of the Licensed Software in accordance with these terms is included in the purchase price of the Supply Contract. As far as the Licensed Software is left for usage on basis of a singular agreement, the partial agreed price therein applies.

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2. In addition, the user may also make a copy for backup purposes. Only one single backup copy may be made and retained however. The user shall visibly mark the backup copy created with the wording “Backup Copy” and a copyright notice in favour of Supplier.

3. The user shall be obliged to take appropriate measures to prevent unauthorised access to the Licensed Software and license code, as well as the user documentation, by third parties.

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1. A reverse translation of the program code provided into other code forms (decompiling) and other ways of re-engineering the various production stages of the Licensed Software (reverse engineering), including program modification, shall be exclusively permitted with regard to the Open Source Terms mentioned in Article 1 No. 6 above.

2. Copyright notices, serial numbers and other features used to identify the program may not be removed or modified under any circumstances. The same shall apply to suppressing the display of such features on the screen.

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2. The User shall not be entitled to transfer the Licensed Software to third parties where there are reasonable grounds for suspecting that the third party will breach the contractual terms and conditions, in particular in respect of making unauthorised copies.

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Claims for Defects

1. Supplier hereby warrants (gewährleistet) that the software shall be of the agreed quality and that the user may use the Licensed Software without breaching third party rights.

2. The user shall be required to check the Licensed Software for apparent defects immediately following receipt and to notify Supplier of the existence of any such defects immediately. Failure to do so shall result in such defects being excluded from warranty. The same shall apply where any such defects become apparent at a later time. Section 377 of the German Commercial Code (Handelsgesetzbuch) shall apply.

3. In the event of a material defect, Supplier shall first be entitled to supplementary performance (Nacherfüllung), in other words to rectify the defect (“rectification”) (Nachbesserung) or offer a replacement at its own discretion (Ersatzlieferung). For replacement, the user shall accept a new version of the Licensed Software, where applicable, except where this would result in unreasonable adverse effects. In the case of defects in title, Supplier shall, at its own discretion, either provide the user with a lawful means of using the Licensed Software or shall modify the latter such that it no longer infringes any third party rights.
4. Supplier shall be entitled to undertake warranty-related services at the user's premises. Supplier shall also be deemed to have satisfied its rectification obligation by providing updates to download on its homepage equipped with an automatic installation routine and offering the user telephone support or remote support to resolve any installation problems which may occur.

5. The User's right to a reduction in the purchase price or to withdraw from the agreement in the event of two failed rectification or replacement attempts shall remain unaffected. No right to withdraw shall arise in the case of minor defects. Where the user claims compensation for damages or reimbursement for any costs, Supplier shall be liable in accordance with Article 6.

6. With the exception of claims for damages, warranty claims on the grounds of material defects shall lapse within one year. Where Supplier is liable for damages pursuant to Article 6, the statutory limitation period shall apply. The limitation period shall commence upon the date of commissioning of the tooling machine by User.

7. Where there is a software maintenance agreement between Supplier or a third party and User, the rectification period for defects shall be in accordance with the periods stipulated within such maintenance agreement.

Article 6
Liability

1. Supplier shall be liable without limitation
   - in the event of wilful intent or gross negligence (bei Vorsatz oder grober Fahrlässigkeit),
   - for injury to life, limb or health (für die Verletzung von Leben, Leib oder Gesundheit),
   - in accordance with the stipulations of the Product Liability Act (nach den Vorschriften des Produkthaftungsgesetzes) and
   - within the scope of any guarantee (Garantie) accepted by Supplier.

2. In the event of any slight negligent breach (leichte Fahrlässigkeit) of an obligation that is fundamental to fulfilment of the contractual purpose (material obligation), Supplier liability shall be limited to the amount of damages foreseeable and typical based on the nature of the business in question.

3. Any further liability on the part of Supplier shall be excluded.

4. The present limitation of liability shall also apply to the personal liability of Supplier employees, representatives and official bodies.

5. Supplier shall only be liable for the loss of data up to the amount that would have been incurred up to the point of restoration in the event of the data being properly and regularly backed up.

Article 7
Other Provisions

1. The User shall only be entitled to offset undisputed or legally established claims.

2. Amendments and additions to this agreement must be made in writing. This also applies to any modification or waiver of this clause. Electronic documents in text form shall not fulfill this written form requirement.

3. The User's general terms and conditions of business shall not apply.

4. The Licensed Software may be subject to re-export/export restrictions, e.g. imposed by the United States of America or the European Union. The User shall be required to comply with these regulations in the event of any resale or other export.


6. The place of fulfilment shall be the place of the registered seat of User. The sole place of jurisdiction shall be Munich provided that each party is a merchant or legal entity under public law or does not have any general place of jurisdiction within Germany.

7. In the event of the invalidity of individual provisions of this End User Licence Agreement, this shall not affect the validity of the remaining clauses. The contracting parties shall endeavour to find an effective clause in place of the invalid one which most closely reflects the economic meaning and purpose of the invalid provision.

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Version 1.1 - 26 February 2007

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