

License Conditions

The customer (licensee) accepts the following conditions of crosscan GmbH, Bahnhofstr. 57, 58452 Witten (licensor) regarding the use of this software: cinsight

I. Subject-matter of the license

The licensor grants the licensee a non-exclusive and non-transferable license for the use of the software programs in respect of "cinsight" with the serial number or dongle supplied to the licensee.

II. Scope of the license

1. The licensor shall retain ownership of all rights, in particular the software copyright. In addition, the software constitutes the licensor's know-how which shall be protected against unauthorized third parties. The license entitles the licensee to use the software in machine-readable form as well as the documents necessary for its utilization.
2. The licensee may use the software on any hardware available to him. If the licensee changes to a different hardware, he shall delete the software from the hardware used until that time. Simultaneous saving, storing or use of the software on more than one hardware shall not be allowed. The licensee is entitled to make an archive copy of the software for backup purposes. Further reproduction of the software and passing the program on to third parties shall not be permitted for any reason and in any way. For each incident of breach of this obligation, the licensee shall pay a contract penalty of €25,000.00 to the licensor, under exclusion of the objection of a continued violation.

III. License fee

The licensee shall pay a fee in return for the permission to use the software. If the licensee uses the software in a multi-user system where several users have access to the software, the license fee to be paid must be agreed upon separately. The licensee shall be obliged to inform the licensor about the multiple use.

IV. Protection of the license material

1. The licensee undertakes to take appropriate measures to prevent the unauthorized access of any third party to the program and the documentation.
2. The licensee shall keep the supplied original data carriers at a place protected against unauthorized access and give explicit instructions to his employees regarding compliance with the present contract conditions and the copyright. The licensee shall in particular instruct his employees not to request any unauthorized reproductions of the program or the user manual.

V. Term of the agreement

1. The licensee may terminate the present agreement with three-months' notice to the end of the month.

2. When a termination comes into effect, the licensee shall return the license material, including all modified and edited versions of the same as well as all copies and partial copies of this material, to the licensor without delay. In case of license material that is recorded on machine-readable carriers of the customer, the complete deletion of the recorded material is required instead of its return to the licensor. Termination shall in no case give rise to a claim for reimbursement or reduction of the license fee according to item III hereof.

VI. Warranty

1. The licensor warrants for the term of the present agreement that the software program can be used by the licensee for the intended purpose. The parties agree in this respect that inaccurate or incorrect counting or tracking results do not represent a defect from which the licensee can derive any rights.
2. The licensor undertakes to rectify any maintenance and support not carried out properly. The warranty obligation shall not cover any errors that are not the responsibility of the licensor, such as errors as a result of hardware defects, modifications of the operating system software and the file administration and operating errors.

VI. Miscellaneous

The licensee shall not be entitled to transfer his rights hereunder to third parties. Any amendments, supplements, the termination or cancellation of the present Contract shall be made in writing. German law shall be applicable. The place of jurisdiction shall be Bochum, as far as legally possible. Through utilization of the software the licensee confirms his acceptance of the above conditions.

Lizensee:

Company/Name, City, Address:

_____, den _____

(Licensor)

(Licensee)