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License conditions for the use of software from DEHN + SÖHNE GmbH + Co. KG.

This software package consists of the aforementioned DP program from DEHN + SÖHNE GmbH + Co. KG. and the associated user manual. The DP program and user manual are copyrighted works of DEHN + SÖHNE GmbH + Co. KG. The printout of these license conditions is also to be considered as a certificate of authorisation. This entitles the purchaser to use the software package within the scope designated by the following license conditions. Any use outside this scope is not permitted. The purchaser was made aware of these conditions before buying this software package.

On buying the software package, the purchaser accepts the limitations on use, warranty and liability set out in the certificate of authorisation.

#### §1 Scope of use

(1) The right of use for the DP program extends to the number of licenses acquired. The purchaser gains the right to have the DP program in use at any particular time commensurate with the number of licenses acquired. The purchaser must prevent the number of persons simultaneously using the DP program from exceeding the number of licenses by means of a suitable access protection mechanism.

The DP program is "in use" on a computer when it is loaded into the buffer memory (i.e. RAM) of this computer or is stored in its non-volatile storage (e.g. a hard disc, a CD-ROM or any other storage device). This does not apply to the case where the "in use" copy is installed on a network server for the sole purpose of distribution to other computers.

It is left to the purchaser to decide which machine is used. The purchaser is entitled to load the DP program, repeatedly or permanently, into the machine designated for use at any one time for the purpose of execution and is entitled to make such copies (duplications) of the program or parts thereof as are necessary for this use. Any reproduction of the manual is permitted only with the written consent of the copyright holder. The holder of the copyright to the manual is, regardless of license acquisition, DEHN + SÖHNE GmbH + Co. KG.

(2) The purchaser is entitled to modify the DP program or to edit it, combine it with other programs and make duplicates to the extent required for this purpose. This entitlement does not include changes to the company names, trademarks, copyright notices and other notices concerning legal reservations and rights of use incorporated in the DP program.

These marks and notices are to be transferred to modified or edited versions and are to be retained during any duplication.

Paragraph (1) also applies to modified or edited versions of the DP program.

(3) The purchaser is entitled to make a single backup copy of the DP program and each of any versions thereof modified or edited in accordance with Paragraph (2). These backup copies may be used only for the purposes of backup or later evidence.

#### §2 Passing on of the software package

(1) The purchaser is solely entitled to pass on the software package together with the certificate of authorisation in its original state and in its entirety to a subsequent user. This entitlement does not extend to any passing on of copies or partial copies of the DP program and also not to the passing on of modified or edited versions, or copies or partial copies made thereof.

(2) On delivery of the software package, the right of use in accordance with §1 passes to the subsequent user, who thereupon takes the place of the purchaser in the terms of this certificate of authorisation. At the same time, the purchaser's right of use in accordance with §1 expires.

(3) The purchaser must, on passing on, immediately and completely delete or by other means destroy all copies and partial copies of the DP program as well as modified or edited versions and any copies or partial copies made thereof. This applies to all backup copies too.

(4) Paragraphs (1) to (3) also apply if the passing on is made in a merely temporary manner. Rental of the software package or parts thereof is not permitted.

#### §3 Passing on by subsequent users

In the event of passing on of the software package by the new user to a subsequent user, the subsequent user takes the place of the preceding user. §2 applies analogously.

#### §4 Other rights

(1) All additional rights concerning the use and application of the software package remain reserved and are not transferred automatically by either the present license conditions or the certificate of authorisation (included therein). In particular, neither the purchaser nor subsequent users have the right to use the DP program and/or modified or edited versions thereof simultaneously on more data processing devices, or to disseminate reproductions of the software package in its original version or in any modified or edited version, even if such reproductions are restricted to basic components of the modified version, than the number of acquired licenses.

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(2) When a new version of the DP program becomes available, the purchaser has the right to exchange the software package for an equivalent new version of the software package from DEHN + SÖHNE GmbH + Co. KG. at a listed upgrade price.

On the day of the exchange, the purchaser's right of use in accordance with §1 expires. The same applies to the acquisition of further licenses. The obligation to delete and destroy in accordance with §2 (3) applies analogously.

#### §5 Warranty

(1) Attention is drawn to the fact that it is not possible to develop data processing programs such that they will be fault-free under all conditions of use. DEHN + SÖHNE GmbH + Co. KG. warrants that the DP program is usable for the purpose of the program description issued by the company and valid at the time of delivery to the purchaser, and that the program possesses the characteristics warranted there. Insignificant reductions in usability remain out of consideration.

(2) DEHN + SÖHNE GmbH + Co. KG. warrants that the original program is properly recorded on a tested data carrier.

(3) Should a software package prove to be unusable in terms of Par. (1) or defective in terms of Par. (2), DEHN + SÖHNE GmbH + Co. KG. shall exchange the delivered software package for a new software package with the same title within a 6 month warranty period, which commences on delivery of the original software package to the purchaser. Should this also prove to be unusable in terms of Par. (1) or defective in terms of Par. (2) and DEHN + SÖHNE GmbH + Co. KG. is unable to restore it to serviceability at reasonable expense and within a reasonable period of time, then the purchaser or user has the right to choose between a reduction in the purchase price or the refund of the purchase price on return of the program. §2 Par. (2) und Par. (3) of the certificate of authorisation apply accordingly.

(4) There is no warranty going beyond the foregoing. In particular, there exists no warranty that the software package will meet the specific requirements of the purchaser. The purchaser bears the sole responsibility for its selection, installation and use as well as for the results intended to be achieved therewith.

(5) The warranty is not applicable to programs which the purchaser has modified or with which the purchaser has in any way tampered, unless the purchaser can prove that there is no connection whatsoever between his or her actions and the defect.

#### §6 Liability

(1) DEHN + SÖHNE GmbH + Co. KG. is liable only for damages occasioned by itself up to the value of the price paid. No liability is accepted for loss of profit, failure to reduce costs, indirect damages and consequential damages.

(2) The abovementioned limitations on liability do not apply to warranted characteristics and damages arising from wrongful intent or gross negligence.

#### §7 Obligation to inform

In the event that the DP program is resold, the purchaser is obliged to inform DEHN + SÖHNE GmbH + Co. KG. in writing of the name and complete address of the new purchaser.

#### §8 General provisions

(1) Should any provision of these conditions be or become invalid, this does not affect the validity of any of the other conditions. In this event, it is agreed that whatever provision comes the closest to the commercial intent of the invalid provision is applicable.

(2) The place of performance is Nuremburg. The place of jurisdiction is Nuremburg, insofar as the purchaser is a trader registered under the German Commercial Code, or is a legal entity or special fund under public law.

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If you have questions regarding the certificate of authorisation to use DEHN + SÖHNE programs, then write to:

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E-mail: [DEHNsupport@dehn.de](mailto:DEHNsupport@dehn.de)

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I have taken note of the general conditions of sale and the license conditions for the use of DEHN + SÖHNE software and accept them.

Place, date

legally binding signature