Licence Agreement

Please read the following Agreement carefully. You consent to its contents upon acceptance of the Agreement and use of the Software.

Preamble

Licensor provides the RAYGUIDE software, hereinafter referred to as 'Software'. The Parties agree that the Software is protected by copyright. The Software is owned by Licensor. Licensee has the right to use the Software.

Definition

The "contract software" RAYGUIDE is provided as an installation routine delivered by download or data carrier, and includes the computer program RAYGUIDE GUI as well as the RAYGUIDE software development kit with all its program files and associated user documentation. The nature and functionality of the contract software, as well as the hardware and software environment within which the contract software is to be used, can be found in the user documentation.

1 Rights of use

1.1 Licensor grants to Licensee, subject to complete payment by Licensee, the non-exclusive right to use the software
(a) for an unlimited period
(b) (*for a limited period with option to purchase after rental terminates.*
within the scope that is set out in this Agreement ('*Licence*'). Licensee may therefore either buy or lease the Software.

1.2 Delivery of the source code is not included in the Licensor's scope of supply. The Source code is intellectual property of RAYLASE GmbH and only employees of Licensor are authorised to access, modify or use the source code for the Software.
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1.4 A License can contain different product codes dependent on Licensee order, which will define the available software features. Without a valid Licence, the Software may only be installed and used as a demo version. The Demo-Version of the software must not be used to control any hardware device or for productive purposes.

1.5 Licensee is authorised to make copies of all or parts of the software's user documentation for the Software that is made available to Licensee exclusively for the purpose of circulating it to its employees. The user documentation must not be published without the explicit consent of Licensor.

1.6 Licensee is entitled to use the Software for commercial purposes and is granted sublicenses pursuant to the terms of this Agreement and Sec. 1 (8) of this Agreement in particular.

1.7 Licensee is authorised to lease or, with prior written consent of Licensor, lend the Software to third parties.

1.8 Licensee is authorised to transfer the Software Licence to a third party, provided this third party has demonstrably agreed to the terms of this Licence Agreement and Licensee completely discontinues its use of the Software as former Licensee.

1.9 Licences that are made available to Licensee by Licensor as part of a leasing or rental arrangement must be returned to Licensor by Licensee at the expiry date. Moreover, the installed software including backups must be destroyed. This does not apply if Licensee takes over the licence by purchasing it.

1.10 Support services, i.e. obtaining consulting services and troubleshooting from Licensor, are only granted to original Licensee. Support is provided during Licensor's customary working hours.

1.11 Licences, are either provided as software licence keys (also known as '*activation*') or as hardware licence keys (also known as *'dongles'*). A hardware licence key may be used on one or several computers. A software license key is tied to a single computer. If Licensee needs to change this computer, it has the option to return its software key to Licensor and receive in exchange a new software key for the replacement computer. Licensee is prohibited from copying or altering licence keys.

1.12 Licensee is entitled to use all of the third-party licences included in the Software, providing the third party libraries are exclusively accessed by the Software interfaces (API or GUI). Licensee is authorised to integrate the processing library and/or parts of the Software GUI into its own system software.

1.13 Licensee is authorised to update or upgrade its Licence. Successor Licensees have to request updates or upgrades through original Licensee. Time limited teaser licence upgrades may be used on one or several software installations. Updating the installed Software to a new version for the purpose of bug fixing does not require any Licence update.

1.14 Licensee is authorised to integrate into the Software proprietary program features in the form of plugins. Licensee does not have the right to exclusiveness for software features that are implemented by Licensor on its behalf and grants to Licensor all exclusive (excluding Licensee) rights to the Software features that shall be limited neither in time, content nor territory.

1.15 Licensee is authorised to *rebrand* the software interface.

1.16 Original Licensee may optionally purchase a separate maintenance contract with a defined term for each acquired licence. The services included in the maintenance contract cannot be transferred to third parties.

2 Violation of the Licence Agreement

Licensor explicitly reserves the right to assert claims for indemnification in the event of culpable violations of the terms set out in Section 1(3) and Section 1(11) of this Agreement.

3 Licence payment

3.1 The amount of the Licence payment depends on the individual quotation prepared by Licensor and accepted by Licensee, which is hence an integral part of this Agreement.

3.2 Where Licensee purchases the Software, all payments shall be due upon delivery of the Software to Licensee, i.e. upon provision of the Software for download and notification of the login details, and must be transferred to the account of Licensor within 30 days of invoicing. Where the software is leased, payments must be made to the account of Licensor within 14 days of invoicing.

4 Warranty

4.1 Licensor warrants that the Software will meet the specifications listed by Licensor in the accompanying program documentation, and that the Software was created with due care and expertise. Nonetheless, it is not possible, based on current technical standards, to completely exclude the possible presence of software errors.

4.2 Licensor shall fix software errors that obstruct its intended use to more than an insignificant extent.

4.3 Errors shall be corrected at the discretion of Licensor either by supplying an improved Software version, by provision of instructions on how to correct the error or by providing a workaround, depending on the severity of the error.

4.4 Where Licensor offers Licensee a new Software version for error correction, Licensee shall be obliged to accept it, except where doing so would lead to unreasonable adaptation and conversion problems.

4.5 Where error correction fails, Licensee shall be entitled to demand a reduction in the Licence fee or to withdraw from this Agreement at no cost.

4.6 In case of withdrawal from this Agreement, Licensee shall return to Licensor all data storage media containing the software and destroy all copies.

4.7 The warranty period is 12 months from delivery of the Software.

5 Liability

5.1 If Licensor acts in wilful intent and gross negligence, then Licensor is fully liable for injury to health, life and limb, according to the provisions of the German Product Liability Act [ProdHaftG].

5.2 In the event of a negligent breach of an obligation that is essential to fulfilment of the contractual purpose (cardinal obligation), liability of Licensor shall be limited to replacement of the damage that is foreseeable and typical for the type of business in question.

5.3 Licensor is not liable in any other way.

5.4 This limitation of liability applies also to the personal liability of Licensor's employees, representatives and bodies.

5.5 In particular, Licensor is not liable for uncontrolled or unintentional laser emissions and resulting damages or injuries, as Licensee is responsible to comply the directives of Laser safety Regulations, as well for appropriate training of its staff operating Laser systems.

6 Audit Right

Licensee permits Licensor, at its request, to verify the use of the Software in accordance with the Agreement. This applies in particular to compliance with the agreed scope of use. As part of this audit, Licensee must provide Licensor with information, grant access to the relevant documents and give auditor opportunity to review all deployed software installations. Licensor conducts this audit at the premises of Licensee, during its customary business hours. Licensor shall obstruct the operations of Licensee as little as possible while performing these tasks at Licensee's premises. Licensor may also commission third parties to perform the audit in the prescribed manner, which are also required to maintain secrecy. In the event that license agreement is breached, Licensee is obliged to pay the outstanding license fee as well the expenses of the audit within 7 days. The assertion of further claims by Licensor, in particular claims for compensation and injunctive relief, shall not be affected thereby.

7 Demo version of the Software

7.1 Licensee may use a demo version of the Software for an unlimited period.

7.2 Commercial use of the demo version is prohibited.

7.3 No warranty whatsoever will be provided for the demo version. The same applies to test versions of the Software.

8 Other provisions

8.1 Licensee is entitled to transfer claims against Licensor to third parties only with the prior written consent of the Licensor.

8.2 Licensee is entitled to offset claims only with uncontested or legally established claims.

8.3 Changes and additions to this Agreement must be made in writing. The same applies to the amendment or cancellation of this written form clause. Electronic documents in a text form do not satisfy this requirement.

8.4 Licensee's general terms and conditions do not apply.

8.5 This Agreement is governed by German law.

8.6 The place of fulfilment is Wessling. Where the Parties are entrepreneurs, legal persons under public law or entities without an ordinary place of jurisdiction in Germany, the exclusive place of jurisdiction is the Munich Regional Court II.

8.7 If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby. In such cases, the Parties will endeavour to agree on an effective provision to replace the invalid provision that reflects the economic interests of both Parties and that resembles the legal content of the invalid provision most closely.

8.8 All Annexes to this Agreement that are named herein are binding and integral parts of this Agreement.