

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 SP-ICE-3[®] 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" of the SP-ICE-3[®] scan controller is provided as an installation routine delivered by download, and includes the libraries (managed and native), as well as the SP-ICE-3 firmware, auxiliary software tools 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 within the scope that is set out in this Agreement ('*Licence*'). The right to use is only valid in conjunction with the purchase of a RAYLASE SP-ICE-3[®] control card.

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.

Licensor also holds all industrial property rights and copyrights to the Software and to all accompanying user documentation. It is prohibited to modify, remove or render illegible any copyright information or references to industrial property rights that are placed on or in the Software.

1.3 As a rule, Licensee is not authorised to reverse engineer, decompile or disassemble the Software, except where this is permitted by law pursuant to Sections 69 d and 69 e German Copyright Act [UrhG]. Licensee is not authorised to make any modifications to the program code or to make duplications of the Software, regardless of whether they are partial or temporary modifications or duplicates, and irrespective of the means by which it might do so. A print-out of the program code shall also constitute unauthorised duplication. A backup of the software does not count as an unauthorised duplication.

1.4 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.

1.5 The licensee is entitled to program his own user software based on the SP-ICE-3[®] library and to use it commercially.

1.6 The installation of the SP-ICE-3[®] firmware is only authorised for the corresponding hardware, the SP-ICE-3[®] scan controller.

1.7 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.

1.8 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 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.

2 License fee

The licence for the use of the SP-ICE-3[®] software is bound to the purchase of an SP-ICE-3[®] scan controller (hardware) and therefore does not require a licence fee.

3 Breach of the licence agreement

The Licensor expressly reserves the right to assert claims for damages in the event of culpable violations of Clause 1 Paragraph 2 and Clause 1 Paragraph 3 of this Agreement.

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 work-around, 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 The warranty period is 12 months from the date of provision 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 Other provisions

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

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

7.3 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.

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

7.5 This agreement is governed by German law.

7.6 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.

7.7 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.

7.8 All annexes to this agreement that are named herein are binding and integral parts of this agreement.