

# License Terms

With following License Terms Schindler & Schill GmbH, Im Gewerbepark D33, 93059 Regensburg (hereinafter called „Licensor“) regulates the rights for using **“GerberLogix”** (hereinafter called „Software“) for customers and other parties entitled to use (hereinafter called „Licensee“).

The [German version of these terms of license](#) shall be applicable as the only and original version of these terms of license. The english version shall only be regarded as a translation-service from licensor for licensee.

## I. General regulations

- (1) The following conditions apply for the grant of use of the software.
- (2) All the information entered for the contract can be saved by the licensor.
- (3) If the licensee assigns a sublicense, he is obliged to bring the contract in accordance with the following requirements. He is not allowed to proceed against the following license conditions. Furthermore, the licensee has to obtain a written confirmation of the licensor, because a right of use can only be transferred with his approval.
- (4) If copyright necessities will be avoided, the consequences of §§ 97 ff UrhG will be triggered.
- (5) The Software is protected by copyright laws and international copyright contracts as well as any other laws and agreements of intellectual property.

## II. Object of contract

- (1) Depending on the individual agreement with the licensor, the licensee is granted either a paid („licensed version“) version of the software or a free („freeware version“) one. As far as the following regulations do not differentiate between both of these types of license, the regulations apply equally for both types of license.
- (2) With the freeware version you are just allowed to use the software for private use.
- (3) The licensed version you can also use for commercial usage.
- (4) When you chose a licensed version of the software, the licensor makes the software available to the licensee for the period of the agreement for payment of the fee agreed to.
- (5) When you chose a freeware version the software, the licensor grants the licensee the free use of the freeware version for an unlimited period.
- (6) The acquired right of use is a non-exclusive one.
- (7) With the unique assignment of the software § 362 I BGB occurs.
- (8) Installation and individual adaption is not a part of the contract.

## III. Obligations of licensor and licensee

- (1) The licensor is obliged to leave the right to use the software on a non-exclusive way in compliance with following limitations.
- (2) According to the licensed version a clearing code is required. This one is coupled with an individual ID on the licensee's personal computer. This ID is generated during the registration process and transferred to the Licensor. The ID is used by the licensor

exclusively for generating the corresponding clearance code and not passed on.

- (3) With the uniquely supply of the software download, the licensor is no more obliged to send the clearing codes a second time.
- (4) If the licensee changes his personal computer, the licensor is obliged to transfer the software to the new computer for a small fee.
- (5) In this case, the licensee is obliged to make the former software unusable or even to delete it.
- (6) The licensee has the obligation to inform the licensor immediately after the expiration of 8 days after ordering and payment for the software if he has not received the clearance code.
- (7) The licensee is just allowed to use the software on one single personal computer at the same time.

#### **IV. Changes and Updates**

- (1) The licensor is not obligated to offer updates, service or installation measures („Support“) for the software. But such support service can be specially negotiated and agreed to between the parties of the agreement.
- (2) The licensee's defect claims remain unaffected by this regulation.

#### **V. Content of the License Rights**

- (1) With the purchase of the software, the licensor grants the licensee the non-exclusive right to use the Software as well as the documentation for internal purposes on a single personal computer at the same time.
- (2) In case of acquiring the freeware version, the licensee purchases the additional right to copy, publish and process the Software, in the respectively current freeware version, free of charge.
- (3) Renting is not allowed
- (4) The Software may also be distributed, processed and copied in the respectively current freeware version free of charge by any hard- and software producers or dealers including shareware distributors, CD ROM producers and magazine publishers for inclusion in magazine CDs, as well as any offers of software/hardware and services. In these cases no remuneration exceeding the normal compensation for freeware programs and collections for the hardware (CD Rom) may be claimed.
- (5) In case of copying, promoting and/or publishing the respectively current freeware version, it is to be noted in connection with the publishing that the software is a freeware program and that copying, promoting and/or publishing the Software for money is expressly forbidden.
- (6) In case of copying, promoting and/or publishing the respectively current freeware version it is always to be pointed out that it is a product of Schindler & Schill GmbH., according to § 13 S. 1 UrhG.
- (7) Any other rights to use remain to the licensor and especially any other utilization, modification, decompilation or disassembliation of the software is forbidden.
- (8) It is not allowed to delete the ancestry proof or the copy protection or any other protection.
- (9) The Licensee is allowed to make a single security copy for security purposes

#### **VI. Remuneration**

- (1) The amount of remuneration for the licensed version is set out in the respective agreement between the parties to the agreement at the time of the conclusion of contract.
- (2) The freeware version of the software is made available free of charge.

## **VII. Defect Claims**

- (1) In case of making a licensed version available the licensee's defect claims are governed by the provisions under current law. Claims against businesses and businessmen are limited to one year.
- (2) In case of making a freeware version available all defect claims are excluded due to free availability. Cases of conceal fraudulent are excepted from this exemption.

## **VIII. Liability**

- (1) The licensor of a licensed version is liable in cases of intent and gross negligence. In case of minor negligence the licensor of a licensed version is only liable for the breach of an essential contractual obligation (cardinal duty) as well as for damage from the injury of life, body or health.
- (2) The licensor of a licensed version as well as the licensor of the freeware version is not liable for the lack of economic success, lost profit, indirect damage, damage as a consequence of defects and claims of third parties with the exception of claims from violating the protection rights of third parties.
- (3) The Licensor of a licensed version is only liable for the loss of data and their restoration according to the two preceding paragraphs, if such loss could not have been avoided by reasonable data security measures on the part of Licensee.
- (4) Damage compensation claims for damage from minor negligence are limited with respect to licensed version to the damage sum to be typically expected.
- (5) The licensor's liability in case of a licensed version for damage that is caused by gross negligence or intent on the part of members of the management or the licensor's leading employees, as well as a possible liability on the part of the licensors for granting guarantee, for violating copyrights of third parties and for claims based on the product liability law remain unaffected.
- (6) The liability limitations listed above apply analogously for legal representatives or agents of the licensor.
- (7) The licensor of a freeware version is not liable for damage cause by minor negligence. Be he is liable for damage that he has caused intentionally and/or gross negligently. This limitation does not apply in case of injury to life, limb and health.

## **IX. Termination**

- (1) In case of significant violation of contractual obligations on the part of the licensee the Licensor is entitled to extraordinary termination of the freeware version. Upon receipt of the termination the use rights to the software expire.
- (2) Especially a violation of clause II. 2 of this agreement legitimates the licensor to extraordinary termination.
- (3) In case of termination, no matter of which side of the agreement, the licensee is immediately obligated to destroy all the original data media and copies of the software

at hand.

(4) Terminations have to be declared in writing.

#### **X. Other Stipulations**

- (1) All changes and amendment of this contract require written form, as well as renouncing the written form itself. There are no oral side agreements.
- (2) The licensor reserves the right to change the Conditions from time to time because of business or legal reasons. In this case, the licensee will be informed about it by e-mail and has to contradict 2 weeks after receiving the e-mail. If within this period no contradiction has been done, the new Terms and Conditions are in force.
- (3) The law of the Federal Republic of Germany shall apply under exclusion of international private law and the UN purchase law.
- (4) Settling of the part of the licensee with claims against the licensor is not allowed, unless undisputed or finally decided claims on the part of the licensees are involved.
- (5) If any one of the stipulations of this contract should be or become invalid, the validity of the other stipulations shall not be affected by it.
- (6) If the licensee is a businessman, a legal person of public law or a special fund under public law, the place of performance will be the licensee's seat of business or residence.
- (7) The licensor reserves the right also to sue at the seat of business of the licensee.
- (8) The German version of these terms of license shall be applicable as the only and original version of these terms of license. The English version shall only be regarded as a translation-service from licensor for licensee.

Schindler and Schill GmbH  
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