

Dittel System 7000 Software LICENSE AGREEMENT

Under the terms and conditions stated below, Dittel Messtechnik GmbH. (hereinafter "DITTEL") grants the User (hereinafter also called the "LICENSEE") the right to use the above identified software product (hereinafter the "SOFTWARE") and the corresponding documentation for use (hereinafter the "DOCUMENTATION").

DEFINITIONS

a - The term "END USER" shall mean a prospective customer of DITTEL, or of one of its OEM ("Original Equipment Manufacturer") customers or DISTRIBUTORS, to whom copies of the SOFTWARE are offered for use in the regular course of such customers business and not for resale;

b - The term "DISTRIBUTOR" shall mean any person or entity that is authorized by DITTEL to sell and distribute to its OEM customers and END USERS copies of the SOFTWARE which has been supplied by DITTEL.

Whereas:

- the installation of the SOFTWARE, or the opening of the sealed package containing the SOFTWARE, as applicable, or the first use of the SOFTWARE by the User implies the acceptance of the terms and conditions indicated in this license agreement and the undertaking to respect them;
- if the User does not accept the terms of this agreement, he must return SOFTWARE or the unopened package, as applicable, together with all the other items (including written materials, binders or other containers, and hardware parts, if any), or agree upon other measures;
- except for what is expressly specified in this license agreement, DITTEL does not make over any right relevant to the SOFTWARE and the DOCUMENTATION, and preserves all its rights over them unaltered;
- DITTEL's rights on the SOFTWARE and the DOCUMENTATION are exclusive rights, protected by the provisions that regulate Intellectual Property, in particular by the copyright provisions;
- the SOFTWARE is generally distributed together with the relevant processing and/or controlling units, but also separately from them.

it is agreed as follows:

1 - Granting of license for non-exclusive use.

DITTEL grants the LICENSEE the non-exclusive right to use the SOFTWARE and the DOCUMENTATION.
The SOFTWARE is supplied as object program; Dittel will not supply the "source" program.

2 - Duplication of the SOFTWARE

- a - The SOFTWARE and the DOCUMENTATION are subject to copyright.
- b - Any unauthorized duplication or copying of the SOFTWARE (and/or of any single part of it), including the SOFTWARE combined with any other software or contained in any other software, and/or of the DOCUMENTATION, is expressly forbidden, subject to the right to have available a specimen of the DOCUMENTATION in form printed on paper.
- c - The LICENSEE may be held legally responsible for any copyright infringement caused or encouraged by his failure to abide by the terms of this license.
- d - Subject to the restrictions above, and provided the SOFTWARE is not copy-protected, the LICENSEE is allowed to make one copy of the SOFTWARE solely for backup purposes.

3 - Use of the SOFTWARE

The LICENSEE may not modify the SOFTWARE (or any part of it) in any way, or attempt to reconvert it to its original "source" program, or reduce the SOFTWARE to a human-perceivable form.
The LICENSEE may not use unauthorized reproductions of the SOFTWARE and/or DOCUMENTATION in any way, no matter what their origin is.
The LICENSEE is allowed to install and use the Software on a PC-based automation system or a standard Windows PC in order to connect to the Dittel System 7000 or supported hardware.

4 - Transfer conditions

Should the DISTRIBUTOR or OEM customer wish to transfer the SOFTWARE to somebody else, he must transfer, as applicable, the SOFTWARE, the back-up copy, if any, the DOCUMENTATION, the present license agreement and, if necessary, the documents mentioned in clause 6. The present agreement and the documents mentioned in clause 6 shall apply to the transferee.

The END USER is not allowed to transfer the SOFTWARE and/or DOCUMENTATION, in part or whole, under any form to any third parties.

5 - Update of the SOFTWARE

At its discretion, DITTEL may also make available to the LICENSEE updates of the SOFTWARE that shall be subject to the provisions of the present agreement. However, notwithstanding the provision of clause 2.d, and solely in this case, DITTEL grants the LICENSEE a non-exclusive, non-transferable right and license to update all and only the LICENSEE's installed solutions which have already been installed with the previous SOFTWARE version.

6 - Software under copyright and other rights of third parties

In case software, being the object of rights of third parties, is included or associated with the SOFTWARE and DITTEL is bound to said third parties by specific software agreements, DITTEL will transmit, if necessary, these agreements to the LICENSEE, who undertakes to comply with the same agreements as far as applicable to the LICENSEE.

The Dittel System 7000 Software uses software developed by the Apache Software Foundation (log4cxx). Further information is located at www.apache.org. Also the Dittel System 7000 Software uses components from the Qt framework (www.qt.io) and the qtpropertybrowser component from qt-solutions (<https://qt.gitorious.org/qt-solutions>). Modifications to components which require the distribution of modifications due to underlying software licenses are provided, at least on demand.

Notes on copyrights or other intellectual property rights, which are located on or in the SOFTWARE may not be modified, removed or otherwise obscured.

7 - Automatic resolution

Should the LICENSEE fail to comply with one or several of the obligations indicated in clauses 2 (Duplication of the SOFTWARE), 3 (Use of the SOFTWARE), 4 (Transfer conditions), 6 (Software under copyright and other rights of third parties), this agreement will automatically terminate; consequently the LICENSEE must return all the material (particularly the SOFTWARE and the DOCUMENTATION) to DITTEL or destroy it, then inform DITTEL in writing about the operation that has been performed.

8 - Enforceable law

This agreement is governed by the German law.

9 - Disclaimer of warranty

THE SOFTWARE IS PROVIDED "AS IT IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE END-USER OR OEM IS AWARE, THAT HE HAS TO PREPARE A REGULAR BACKUP OF DATA AS PART OF OBLIGATION TO MITIGATE THE DAMAGE AND IN THE EVENT OF A SUSPECTED SOFTWARE FAILURE TO TAKE ALL REASONABLE ADDITIONAL SAFETY MEASURE. THE SOFTWARE HAS BEEN PREPARED WITH DUE CARE AND SKILL. NEVERTHELESS, GIVEN THE CURRENT STATE OF THE ART OF THE COMPLETE EXCLUSION OF SOFTWARE ERRORS IS NOT POSSIBLE.

10 - Disclaimer of liability

IN NO EVENT WILL DITTEL, ITS SUPPLIERS, ITS LICENSORS OR ITS DISTRIBUTORS BE LIABLE TO THE LICENSEE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF MARPOSS, ITS SUPPLIERS, ITS LICENSORS OR ITS DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

11 – Invalid clauses

If one or more provisions of the present agreement are invalid and/or ineffective, e.g. because in contrast with mandatory rules of law, these provisions are to be considered as cancelled, without prejudicing the validity and applicability of the remaining provisions.

Issue date: July 2014