

# Software License Agreement

between

K-iS Systemhaus Group  
Numbachstr. 30  
57072 Siegen  
(hereafter referred to as "Licensor")

and

fill in name  
(hereafter referred to as "Licensee")

## § 1 Object of the Contract

1. The software designated as "steadyPRINT" is protected by copyright law.
2. As far as the licensor does not own the software property rights, or parts thereof, he holds the right to permit their transfer to third parties or their use by these.
3. The software will not be sold but rather licensed. By purchasing the software, the licensee is only conferred ownership of the physical medium that was sent, if applicable, secondary packaging as well as accompanying written material.

## § 2 Scope of the License

1. This license allows you to use a copy of the software for the number of (print) servers and computers specified in the license. "Use of the software" means that the software is either loaded into the computer's memory (RAM) or saved onto permanent storage (for example, hard disk, CD-ROM). The number of print servers, computers, groups and users administered by the software is defined as part of the acquired license. Should the specified limit ever be exceeded, the licensee must ensure that appropriate mechanisms or procedures are in place to again comply with the specifications set out in the license.
2. The licensee has the right to make copies of the software; this applies especially to backup copies, as far as this corresponds to customary usage.

## § 3 Product Activation

Should you want to use this software in the long-term, it must be activated by entering the license code for your system sent to you by the licensor.

After changing certain hard and software components, it may be necessary for the licensee to carry out the activation (with the newly-issued license) once again.

As a matter of principal, the transmission of personal data is not necessary for activation. As far as the manufacturer obtains personal data in connection with the activation process, he/she is obliged to refrain from passing on this data to third parties or to use it for advertising purposes.

## § 4 License Limitations

1. Written material accompanying the software is copyrighted and may neither be copied nor disseminated without the consent of the licensor.
2. The right of use for the software can only be transferred to third parties with written consent by the licensor and under the terms of this contract.
3. The licensee is not authorized to pass on the software - or accompanying written material - to third parties or to otherwise make it accessible without prior written consent by the licensor.
4. Exceeding the number of print servers, computers, groups and users defined within the license is prohibited and will lead to both civil and criminal prosecution.

5. The licensee is not authorized to modify, decompile or disassemble the software.
6. The licensee is not authorized to rent out or lease the software product.

## **§ 5 Breach of Contract and Cancellation**

1. The licensor has the right to cancel the licensing contract with immediate effect should the licensee violate a provision of this contract.
2. The licensor shall hold the licensee liable for all damages incurred as a result of a breach of contract by the licensee.

## **§ 6 Changes and Updates**

1. The licensor is authorized, though not obligated, to carry out software updates.
2. The licensor may demand an update fee for such updates.
3. The licensor is not obligated to make available software updates for licensees who have not paid the update fee.
4. It is up to the licensor to determine how these updates will be made available.

## **§ 7 Warranty and Liability**

1. For a period of twelve months beginning with the handover, the licensor guarantees that the software will essentially correspond - with regard to functionality - to the program description included in the accompanying written material,. Should the licensee be a consumer as defined by the German Civil Code, the warranty will be for two years.
2. The licensee is responsible for ensuring that the version-specific system requirements defined by the licensor will be met when deploying the software.
3. The licensor would like to point out that based on the latest technology it is not possible to produce computer software that is entirely free of errors.
4. Should a defect occur, written notification of the defect must be made in which the defect is described in detail, thus making feasible verification of the defect (through the submission of an error message, for example) and excluding the possibility of an operating error (by specifying the working steps, for example).
5. Should the deficiency claim prove to be justified, the licensee will set a reasonable deadline for the licensor to remedy the defect by means of a supplementary performance. The licensor, however, is justified in refusing to remedy the defect if this can only be carried out with disproportionate costs for him.
6. The licensor is entitled to two attempts at implementing a remedy for the defect (or defects directly related to it) within the deadline set by the licensee. After the second failed remedy attempt the licensee can either withdraw from the contract or reduce the license fee paid. Contract withdrawal or license fee reduction can already be exercised after the first remedy attempt if the licensee cannot reasonably be subjected to a second attempt within the deadline set. If a supplemental performance to remedy a defect is refused under the conditions described above, the licensee is entitled to withdraw from the contract or reduce the license fee immediately. A rescission due to insignificant deficits is ruled out.
7. Warranty is ruled out if the defect was caused by improper use by the licensee or by deviating system requirements.
8. Furthermore, warranty is also excluded if the defect is related to the interaction between our software and the software of another provider other than the licensor.
9. Should the licensee assert warranty claims against the licensor, and it becomes apparent that there are either no defects or the defect in question resulted from circumstances that do not obligate the licensor to grant a warranty claim, the licensee, provided that he acted with gross negligence or intent in asserting the claim against the licensor, must reimburse the licensor for any expenses incurred.
10. There is no warranty providing that the software is appropriate for the purposes of the licensee or is compatible with the licensee's software.
11. The supplying of manuals and documentation in addition to the written material/program

description and/or user guide/online help implemented in the software, other than that shipped with the software - or a briefing - will only be due if this has been expressly agreed to between the parties in writing. Delivery of operating instructions in German is permissible if the contractual item has not yet been completely localized for a given market. The same applies if the contractual item is generally only available in a German version.

12. Based on statutory provisions, the licensor shall be liable beyond the one-year warranty - starting at delivery - only in the event of intent and gross negligence. In the event of mild negligence, the licensor is only liable if an obligation (cardinal duty) is infringed, or in the case of default or impossibility of performance. In the case of mild negligence, any liability is limited to those damages that are predictable, plausible or typical. Liability for the absence of warranted quality, for malice, personal damages, and legal defects pursuant to the German Product Liability Act remains unaffected. In case a warranty or liability claim is raised against the licensor, contributory negligence of the licensee has to be adequately considered, especially in the case of an insufficient communication of defects to the licensor or inadequate data security. Inadequate data security is given especially in the case where the licensee has failed to take proper security measures against external exposure, particularly with regard to computer viruses and other such dangers, using state-of-the-art technology to protect individual files or the entire database. This also applies to negligent conduct in dealing with precautionary measures for software.
13. No warranty applies for free or test versions of the software.

## **§ 8 Miscellaneous**

1. The competent court of jurisdiction for all disputes arising from this contract is, where legally permissible, Siegen, Germany.
2. If any one part of this agreement should be - or become - entirely or partly ineffective or unfeasible, this does not affect the validity of the rest of the agreement. The parties agree to replace any legally invalid provision by a legally valid provision that most closely reflects the economic purpose originally intended. Modifications or supplements to this agreement must be made in writing. The same applies to the annulment of this written agreement.