

## ColorGATE Conditions of Use and Licensing Agreement

The terms of this Agreement governing the use of the software program „ColorGATE Digital Output Solutions“ (hereinafter referred to 'Software') by you, the end user, also referred to hereinafter as “Licensee”. The Licensee acquires, assuming a full and final payment of the license fee, the software by downloading or by provision of a data carrier, first without right of use from ColorGATE Digital Output Solutions GmbH, Große Düwelstrasse 1, 30171 Hannover (hereinafter referred to as "Licensor"). The Licensee is expressly advised that he may only use the Software, if he enters into this Software Licensing Agreement with the Licensor as part of a mandatory online registration.

### 1. Object of agreement

1.1 The Licensor grants with the online registration, the Licensee the simple, non-exclusive, non-transferable, perpetual right to use the Software in machine-readable form (object code) and accompanying materials. The Software contains a user manual in the form of an online help, as far as applications are not self-explanatory. Any further documentation of the Software is not contracted.

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1.3 Not included are additional services such as installation, integration, parameterization and adaptation of the Software to the requirements of the Licensee.

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### 2. Scope of Use, Licensing Procedure

2.1 The granting of the license entitles the Licensee to install and operate the Software at a screen workplace (single place application) at one location, unless a multi-host license is agreed. The Software may not be used per remote communication.

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### 3. Warranty

3.1 Claims due to faults in the Software must be asserted against the dealer. For the rest the statutory provisions apply.

3.2 The obligations of the Licensee for commercial examinations and complaints shall remain unaffected by this.

3.3 The period of limitation is 12 months.

### 4. Transmission, Virtualization

4.1 The Licensee is not permitted to lease the Software and the accompanying material for the purpose of acquisition.

4.2 Incidentally, the Licensee is only entitled to pass on the Software and the accompanying material, insofar as he

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- c) this written declaration of agreement is sent to the Licensor and
- d) the Licensee has handed over the Software and the accompanying material to the recipient without retaining any copies.

4.3 The virtualized operation or virtualization (e.g. installation on virtual hosts) is not permitted. If the Licensee uses illegal the Software in virtualized operation, environment or through virtualization, the right of use eliminates immediately. The Licensor may terminate extraordinarily and with immediate effect the Licensing Agreement.

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(e) GLL GUI Layout Lib

Copyright (c) 1999 - 2015, [www.akapplications.com](http://www.akapplications.com), A. Kapust, uses the GUILayoutLib'

(f) JSMN minimalistic JSON parser

Copyright (c) 2010 Serge A. Zaitsev

The license terms can found in the file "JSMN\_LICENSE" of the program installation folder.

## 8. Patent rights of third parties

8.1 At the time of the conclusion of the contract the Licensor has checked that the license product is free from rights of third parties, which limit or exclude a use corresponding with the scope as laid down in the contract.

8.2 The Licensee shall not remove existing markings, citations of patent rights or references to ownership of the Licensor in the Software and in the hardware, but if applicable take them over into created copies.

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8.5 The Licensee may only use the software for his own purposes, if nothing else has been expressly agreed. The use at the same time of a program on several computers requires a special contractual agreement.

8.6 The Licensee may only create copies of the program handed over to him or of parts of this program for the purposes of backup. Copying of documents which have been handed over such as documentation, operating instructions, etc. is only permitted with the prior written consent of the Licensor.

8.7 The Licensee is only liable to the Licensor for all damages, which ensue from the violation of the above-mentioned obligations of the Licensee.

## 9. Liability

9.1 Claims for damages and expenses of the Licensee (hereinafter referred to as claims for damages), no matter for what legal reason, in particular due to a violation of obligations from the contractual obligations and due to indirect damages and non-permitted act are excluded.

9.2 This shall not apply insofar as there is an obligation for liability, e.g. according to the product liability act, in cases of wilful intent, gross negligence, due to injury to life, body or damage to health, due to the violation of essential contractual obligations. The claim for damages for the violation of essential contractual obligations is, however, limited in

maximum to the license fee to the contractual-typical, foreseeable damage, insofar as there is no intention or gross negligence exists or no liability due to injury to life, body or damage to health. A change to the burden of proof to the disadvantage of the Licensee is not connected with the existing regulations.

9.3 Insofar as the Licensee is entitled to claim for damages in accordance with this number 7, these shall become statute-barred with expiry of the statutory period of limitation valid for claims from defect of quality.

## 10. Assignment of rights

10.1 The Licensee may only assign rights from the contract to third parties with the prior consent of the Licensor.

10.2 The Licensor is entitled to assign all obligations for which he is responsible and all rights to which he is entitled from the contracts to third parties. He shall ensure that there are no disadvantages ensuing from this for the Licensee.

10.3 The Licensor is further entitled to commission third parties and have obligation fulfilled by these. In this case, the Licensor will continue to guarantee as a contractual partner the proper fulfilment of his contractual obligation towards the Licensee, and the Licensee shall accept the service rendered as a service of the Licensor.

10.4 A change in the contractual partner on the part of the Licensor is permitted. For the case of the assumption of all obligations by a third party the Licensee has an extraordinary right to termination. The right to termination must be exercised within four weeks after the transfer of the contractual partner has been announced. After this the contractual relationship shall be continued with the third party.

## 11. Confidentiality, duty to exercise care, duty to provide information

11.1 Both contractual partners undertake mutually to keep secret any know-how and operational secrets, which they may learn about each other in the execution of this contract and all know-how, which is not generally known, from third parties and to commit their employees correspondingly.

11.2 The Licensee shall store the delivered original data medium in a place secure from unauthorized access by third parties and expressly inform his employees concerning the observation of existing contractual provisions as well as the provisions of the copyright.

11.3 The Licensee undertakes in the case of the further sale of the Software to inform the Licensor in writing of the name and the full address of the Buyer.

11.4 The Licensee undertakes to inform the Licensor in writing of the removal of a copy protection or a similar protection routine from the program code. The Licensee has to give an exact as possible account of the disturbance in the use of the program required for such a permissible change in program. The obligation to describe covers a detailed presentation of the symptoms of the disturbance, which have occurred, of the presumed cause of the disturbance, as well as in particular a detailed description of the change in program which was carried out.

11.5 The Licensee is obliged to apply for registration with truthful, precise, current and complete contact information as well as to keep his data on his account up to date and right continuously. This information shall include in particular Company Name, Company Address, Contact Name, Company Phone and E-Mail Address. Truthful provided contact information is a prerequisite for the right of use in accordance with the provisions of this software license agreement.

## 12. Place of performance, venue

12.1 Place of performance for all contractual services is the registered seat in Hanover.

12.2 The venue of Hanover shall be deemed agreed towards commercial Licensees (according to the HGB (German Commercial Code)).

## 13. Applicable law

13.1 The export of Software of the Licensor in non-EU-countries requires the written consent of the Licensor.

13.2 German material law shall apply for the legal relationships in connection with this contract under exclusion of the agreement of the United Nations on contracts relating to the international sale of goods (CISG).

## 14. General contractual provisions

14.1 Oral collateral agreements have not been reached by the contractual parties. Subse-

quent supplements or changes to the closed agreements must be made in writing. An oral renunciation to the written form is excluded.

14.2 The remaining provisions of the contract shall also remain binding in the case of individual provisions being legally invalid. This shall not apply in the case that still observing the contract would mean an unreasonable hardship for one party.

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