

LICENSING CONDITIONS FOR SPAIX SOFTWARE

VSX – Vogel Software GmbH, Hofmühlenstraße 4, D-01187 Dresden (hereinafter referred to as “VSX”) consents to the use of the software by the customer or third parties that have acquired the software in compliance with the requirements of the licensing conditions (hereinafter referred to as “Licensee”) under the following conditions:

§ 1 General provisions

The software is protected by copyrights. As regards the relationship between the parties to the contract, VSX is the sole owner of any copyrights, patent rights, trademarks and all other industrial property rights in the software and in any other items, transferred or made accessible by VSX to the licensee in the context of the contract negotiation and performance. If any rights are the property of third parties, VSX has relevant rights of exploitation.

§ 2 Aircrafts and spacecrafts, nuclear plants

The licensee is aware of the fact that the software must not be used for planning or designing pumps and other components of aircrafts, spacecrafts or nuclear plants. In addition, it is not suitable for any measures and procedures in connection with aircrafts, spacecrafts and nuclear plants.

§ 3 Granting the right of use

(1) VSX grants the licensee a non-exclusive right of use of the software, unlimited in time and transferable to a limited degree. The acquisition of the right of use is subject to the condition precedent that owed remuneration has been paid fully. By that date, the licensee has a preliminary, contractual right of use.

(2) The license is granted as User License, CD Advertising License or Internet Server License. Transfer to third parties is only permitted in compliance with § 7, unless otherwise defined below. Use can be limited in the individual contracts to a certain number of pump data records.

User License

The User License granted shall have the following contents: The software may be used throughout the company. Use is limited to the number of users defined in the contract.

CD Advertising License

The CD Advertising License granted shall have the following contents: The software may be used throughout the company for offer preparation, project handling and ad-

vertising purposes. The transfer of the modules provided for product selection by the customer to third parties is permitted, insofar as it serves to promote the products of the customer and as such third parties are obligated to comply with the present license conditions. Transfer of program modules for data maintenance is excluded. The license is limited to the advertising for a brand or a company name or commercial designation of the customer. Advertising may also be carried out by a dependent company of the customer within the meaning of Section 17 of the German Stock Corporation Act (AktG), if and as long as the dependent company has no production site of its own and distributes the product range of the licensee under the brand and/or the name and/or the commercial designation of the customer. Use by other affiliated companies within the meaning of Section 15 of the German Stock Corporation Act requires a separate agreement. The right of use of the third party is limited to the use of software for product selection within its own company; any further use and the transfer of the software are excluded.

Internet Server License

The Internet Server License granted shall have the following contents: The software may be installed by the licensee as a single Web application on a computer connected to the Internet and be provided for use via the contractually agreed number of Internet domains.

(3) With respect to the CD Advertising License and the Internet Server License, third parties or Internet users are to be informed clearly about the existence of § 2. The product selection of the user shall be reviewed by the licensee for its correctness in the event of an inquiry or order.

§ 4 Copies

The customer may make any copies of the software exclusively for exercising its right of use and for making backup copies. The customer may make copies in the random access memory within the limits of the program execution for the intended purpose. The user manual and other documents handed over by VSX may only be copied for internal corporate purposes.

§ 5 Fault correction by the licensee

After the unsuccessful expiry of a deadline defined by the licensee for fault correction, the licensee may rectify the fault itself, to the extent that the contractually defined use is not modified or extended. This does not result in an obligation of VSX to provide the source code. Section 323

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(2) of the German Civil Code (BGB) shall apply accordingly. It is also not necessary to define a deadline, if fault correction has failed or is unreasonable for the customer. After the end of the warranty and outside the scope of application of a software maintenance agreement, VSX may request an appropriate advance payment before the fault correction.

§ 6 Copyright notes

VSX labels the code of the software, the user interface and the documentation with notes about the copyright of VSX. The licensee may not modify or tamper these notes without the consent of VSX. If the software or documentation is modified or combined, the licensee shall label the code of the software, the user interface and the documentation with notes about the copyright of VSX to an acceptable extent.

§ 7 Transfer to third parties

(1) VSX shall consent to the transfer of the software (as a whole or in part) to a third party under the following conditions:

1. The licensee shall hand over to the third party (if available) the original data carriers, delete all other copies, in particular those stored on data carriers as well as in read-only memories or random access memories, stop the use of the software completely and provide VSX with a written confirmation of the fulfilment of these duties.
2. The third party declares in writing to VSX that it complies with the licensing conditions directly vis-à-vis VSX and
3. There are no important reasons objecting such a transfer, e.g. a competitive situation between VSX and the intended purchaser.

(2) The consent of VSX must be given in writing to become effective.

(3) If a CD Advertising License is granted, § 7 shall not apply.

§ 8 Decompilation

The licensee may only decompile the interface information of software within the limits of Section 69e of the German Copyright Act (UrhG) and only if it has notified VSX in writing of its intention and requested the necessary information with an advance period of at least two weeks. § 13 shall apply to any knowledge and information

supplied to the licensee in the context of decompilation. If any third parties are involved, VSX shall be furnished with a written statement of such a third party that it undertakes, directly vis-à-vis VSX, to comply with the provisions defined in these licensing conditions.

§ 9 Other types of use and objects

(1) All other exploitation actions, in particular leasing, borrowing and distributing in a physical or non-physical form, are not permitted without the prior written consent of VSX.

(2) Contractual items, documents, suggestions, test programs etc. of VSX, furnished to the licensee before or after the conclusion of the contract, are the intellectual property as well as business and trade secrets of VSX and to be treated as confidential pursuant to § 13.

§ 10 Revocation of the right of use

(1) VSX can revoke the licensee's rights of use for an important reason. An important reason exists if the customer does not pay due remuneration or violates its duties under the above-mentioned sections considerably despite a written reminder.

(2) The revocation has to be announced in advance, by indicating the reason and a deadline for the removal of defects (normally two weeks) and can only be declared within two weeks after the end of the deadline. In the cases of § 323 (2) of the German Civil Code (BGB), indication of a deadline can be waived. If VSX is responsible mainly or entirely for the fault, revocation is excluded.

(3) All declarations in this connection must be made in writing to become effective.

§ 11 Duties in the event of absence or termination of the right of use

If the right of use has not accrued or terminates, VSX may request that the licensee returns all items transferred or provides a written assurance that they have been destroyed and, in addition, VSX may request the deletion or destruction of all copies and a written assurance thereof.

§ 12 Liability

(1) VSX shall pay damages or reimburse fruitless expenses, for whatsoever legal reason (e.g. for obligations created by legal transactions and similar obligations, violation of duty and unlawful act) to the following extent:

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- a) The liability in the event of intent and warranty claims is unlimited.
 - b) In the event of gross negligence, VSX shall be liable to the damage typical for such contracts and foreseeable at the conclusion of the contract.
 - c) In the event of a negligent breach of a duty that is so material that the purpose of the contract might be endangered (cardinal duty), VSX shall be liable to the damage typical for such contracts and foreseeable at the conclusion of the contract. Otherwise, the liability for simple negligence shall be excluded.
- (2) VSX has the right to plea for contributory default. In particular, the licensee is responsible for making data backups and for anti-virus protection as well as for operating a firewall in compliance with up to date technology.
- (3) To the extent that the liability of VSX is excluded or limited, this applies also to the personal liability of the employees, agents and servants of VSX.
- (4) In the event of injury to life, body and health and claims under the Product Liability Act, the statutory provisions shall apply.

§ 13 Secrecy, data protection

(1) The licensee undertakes to treat as confidential all items (e.g. software, documents, information) received in connection with software use or made available to it, which are legally protected or contain business or trade secrets, or are labelled as confidential, including beyond the end of the contract, unless they have become public without any breach of the duty to maintain secrecy. The licensee shall safeguard and protect these items in such a manner that access by third parties is impossible.

(2) Only employees and other third parties who require access in order to fulfil their tasks shall be granted access to the contractual items. The licensee shall instruct these people with respect to the need to maintain secrecy regarding these items.

(3) The licensee is obliged to protect the software, including user documentation, from the unauthorized access of third parties through adequate precautions. The licensee shall store the user documentation in a safe place. In addition, the licensee shall inform its employees and assistants, who use the software in compliance with the present licensing conditions, emphatically that they have to comply with the present licensing conditions and the provisions of the Copyright Act.

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