

LICENSE AGREEMENT

for MdynamiX software products

LICENSE AGREEMENT

Please read this carefully before installing and using the software.

A: PROPERTY OF LICENSOR

You may obtain a copy of this software product either by downloading it remotely from our server or by copying it from an authorised diskette, cd-rom or other media ('hard media'). The copyright, database rights and any other intellectual property rights in the programs and data which constitute this software product ('the software'), together with any hard media on which they were supplied to you, are and remain the property of the licensor ('the licensor') MdynamiX AG. You are licensed to use them only if you accept all the terms and conditions set out below. The licensor is:

MdynamiX is a limited liability company (Aktiengesellschaft) under German law registered in Germany.

Registration number: HRB 18774 (Amtsgericht Memmingen)

Registered office: Junkersstraße 4, Shelter 16, D 87734 Benningen

B: LICENCE TO BE GRANTED

The licensor is proposing to grant you one of three forms of license in respect of the software. Details of each form of license are set out in clause 2.1 below. The form of license that is proposed to be granted to you is set out in the schedule of license information ('the schedule') already provided to you. If you have not received the schedule from the licensor at the date hereof or if any details within the schedule are incorrect then you should follow the 'license rejection procedures' set out at paragraph d below and immediately contact the licensor or a licensed reseller.

C: LICENCE ACCEPTANCE PROCEDURE

By clicking on the checkbox which follows this license agreement (being marked 'I accept the agreement' and then by clicking on the 'Next' button - which is activated only after the first checkbox has been selected), you indicate acceptance of this license agreement and the limited warranty and limitation of liability set out in this license agreement. Such acceptance is either on your own behalf or on behalf of any corporate entity which employs you or which you represent ('corporate licensee'). In this license agreement, 'you' includes both the reader and any corporate licensee.

D: LICENCE REJECTION PROCEDURE

You should therefore read this license agreement carefully before clicking on the acceptance buttons. If you do not accept these terms and conditions, you should click on the 'Cancel' button.

E: OTHER AGREEMENTS

If your use of these programs and data is pursuant to an executed license agreement, such agreement shall apply instead of the following terms and conditions.

LICENCE AGREEMENT AND LIMITED WARRANTY

1 Ownership of Software and Copies

The Software and related documentation are copyrighted works of authorship, and are also protected under applicable database laws. The licensor retains ownership of the Software and all subsequent copies of the Software, regardless of the form in which the copies may exist. This license is not a sale of the original Software or any copies.

2 Licence

2.1 The Licensor grants you one of the following forms of license (as set out in the Schedule):

2.1.1 Lease Licence:

(a) Duration - this license shall continue for a period stated in the Individual License Schedule but under no circumstance more than 12 months from the date of your acceptance of these terms and conditions ("the Acceptance Date") and, provided that you have paid all applicable renewal fees, from year to year hereafter unless terminated in accordance with any provision of clause 11 below or any other clause of this Agreement;

(b) Support and Maintenance - subject to clause 5.1, the support and maintenance service referred to in clause 5 below is included in the Annual Licence without any further charge.

2.1.2 Paid Up Licence:

(a) Duration - this license shall continue for a period of 20 years from the Acceptance Date unless terminated in accordance with any provision of clause 11 below or any other clause of this Agreement;

(b) Support and Maintenance - subject to clause 5.1, the support and maintenance service referred to in clause 5 below is not included in the Paid Up Licence. To obtain such service there is an additional charge of 20% of the Paid Up Licence current list price per year (Maintenance Fee).

2.1.3 Demonstration Licence:

(a) Duration - this license shall continue for a period of 3 month from the Acceptance Date unless terminated in accordance with any provision of clause 11 below or any other clause of this Agreement or until such license is converted into an Annual Licence or a Paid Up Licence;

(b) Support and Maintenance - the support and maintenance service referred to in clause 5 below is not available to holders of a Demonstration Licence. However, the Licensor may, at its sole discretion, provide you with reasonable access to first level support which term shall include simple diagnostics and application of non-complex remedial action.

2.2 In consideration of your agreement to these terms and conditions, the Licensor grants to you a limited, non-exclusive license (the form of which is specified in the Schedule) to use the Software in accordance with clause 2.3 below.

2.3 As a purchaser of the Software, you may, subject to the following conditions:

2.3.1 provide the Software for usage by an employee of the Corporate Licensee, the Corporate Licensee's majority-owned subsidiaries, any parent company having a majority-owned interest in the Corporate Licensee, and such parent's majority-owned subsidiaries;

2.3.2 copy the Software for use on any computer system that is detailed in the Schedule and which is owned, leased and/or controlled by you or any member of your corporate group, which expression includes the Corporate Licensee, the Corporate Licensee's majority-owned subsidiaries, any parent company having a majority-owned interest in the Corporate Licensee, and such parent's majority-owned subsidiaries;

2.3.3 load the Software into and use it only on the number of computers and at the locations specified in the Schedule and which are under your control; and

2.3.4 copy the Software for back-up and archival purposes and make up to two copies of the documentation (if any) accompanying the Software, provided that the original and each copy is kept in your possession and that your installation and use of the Software does not exceed any restrictions contained in the Schedule.

2.3.5 provide the Software for usage by a "Company External Users" that are all other Users of the Software who use the computer capacity of the Licensee without having an employment relationship with the Corporate Licensee, the Corporate Licensee's majority-owned subsidiaries, any parent company having a majority-owned interest in the Corporate Licensee, and such parent's majority-owned subsidiaries. For these Users, separate provisions in addition to these General Terms and Conditions shall apply which are provided in the Individual License Schedule.

3 Licence Restrictions

You may not nor permit others to:

3.1 load the Software into a number of computers which is in excess of the number specified in the Schedule. If you wish to transfer the Software from one location to another, you must contact the Licensor. The Software held on hard drives at the current location must be erased and a new license agreement issued by the Licensor before a software license key is provided to you. Please note that an administration charge (currently Euro € 300) may be charged to you in respect of such transfer;

3.2 sub-license, sell, assign, rent, pledge, lease, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without the prior written consent of the Licensor;

3.3 translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software except as permitted by law;

3.4 make copies of the Software, in whole or part, except for back-up or archival purposes as permitted in this license;

3.5 use any back-up copy of the Software for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective;

3.6 copy (except as provided by this Agreement), adapt, modify, delete or translate the written materials accompanying the Software;

3.7 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software.

4 Undertakings

You undertake to:

4.1 ensure that, prior to use of the Software, all such users/parties are notified of this license and the terms of this Agreement;

4.3 hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Software confidential and not at any time, during this license or after its expiry, disclose the same, whether directly or indirectly, to any third party without the Licensor's consent.

5 Support and Maintenance

5.1 The provisions of this clause 5 shall only apply where you have purchased the Software directly from the Licensor and not from a licensed reseller. If you have purchased the Software from a licensed reseller then you should immediately contact such person or entity to ensure that you are clear as to what (if any) support and maintenance services will be provided to you.

5.2 For the avoidance of doubt and subject to clause 2.1.3(b) above, the provision of support and maintenance services shall not be given to holders of Demonstration Licences.

5.3 If you hold a Paid Up Licence the Licensor shall only provide to you the services referred to in clause 5.4 below if all support and maintenance fees referred to clause 5.6 have been paid.

5.4 Subject to the terms of this clause 5, with effect from the Acceptance Date the Licensor shall provide such category of support and maintenance as detailed in the Schedule. This generally includes, telephone, email hotline support as well as software upgrades.

5.5 The support and maintenance referred to in clause 5.4 above shall not include the diagnosis and rectification of any fault arising from:-

5.5.1 the improper use operation or neglect of the Software;

5.5.2 the modification of the Software or its merger (in whole or in part) with any other software;

5.5.3 the use of the Software on equipment other than that recommended by the Licensor;

5.5.4 the failure by you to implement new releases of the Software or recommendations in respect of or solutions to faults previously advised by the Licensor;

5.5.5 any repair adjustment alteration or modification of the Software by any person other than the Licensor without the Licensor's prior written consent; or

5.5.6 the use of the Software for a purpose for which it was not designed.

5.6 Any support and maintenance agreed to be provided by the Licensor that is not covered by these terms and conditions shall be charged to you at the Licensor's then current rates. All such charges shall be levied by the Licensor monthly in arrears and shall be payable by you (together with any value added tax or other applicable tax levied thereon) within 30 days of invoice date.

6 Limited Warranty

6.1 Subject to the limitations and exclusions of liability below, the Licensor warrants that (a) the Hard Media on which the Software is furnished will be free from material defects under normal use; and that (b) the copy of the program in the package will materially conform to the documentation which accompanies the package. The Warranty Period is 90 days from the date of delivery to you.

6.2 The Licensor will also indemnify you for personal injury or death solely and directly caused by any defect in its products or the negligence of its employees.

6.3 The Licensor shall not be liable under the said warranty above if the Software fails to operate in accordance with the said warranty as a result of any modification, variation or addition to the Software not performed by the Licensor or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible.

7 No Other Warranties

The foregoing warranty is made in lieu of any other warranties, representations or guarantees of any kind, either expressed or implied, including, but not limited to, any implied warranties of quality, merchantability, fitness for a particular purpose or ability to achieve a particular result. You assume the entire risk as to the quality and performance of the Software. Should the Software prove defective, you (and not the Licensor nor any licensed reseller) assume the entire cost of all necessary servicing, repair or correction. The Licensor does not warrant that the Software will meet your requirements or that its operation will be uninterrupted or error free.

8 Limitation of Liability

The Licensor's entire liability and your exclusive remedy shall be:

8.1 the replacement of any hard media not meeting the Licensor's 'Limited Warranty' and which is returned to the Licensor together with dated proof of purchase; or

8.2 if, during the Warranty Period, the Licensor is unable to deliver a replacement hard media which is free of material defects, you may terminate this Agreement by returning the Software to the Licensor and any money you paid to the Licensor for the Software will be refunded.

9 Exclusion of Liability

Except in respect of personal injury or death caused directly by the negligence of the Licensor, in no event will the Licensor be liable to you for any damages, including any lost profits, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the use of or inability to use such Software, even if the Licensor has been advised of the possibility of such damages. Nothing in this Agreement limits liability for fraudulent misrepresentation.

10 Your Statutory Rights

This license gives you specific legal rights and you may also have other rights that vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the above limitations and exclusions may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations or exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from this Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business, academic or government use) are not affected.

11 Term

11.1 This license is effective for the period referred to in the Schedule or until otherwise terminated. The Agreement and license granted to use the Software shall automatically terminate if you:

11.1.1 save in respect of a Paid Up License, fail to pay any renewal or other fees in respect of this license or the support and maintenance services;

11.1.2 fail to comply with any provisions of this Agreement;

11.1.3 destroy the copies of the Software in your possession;

11.2 In the event of termination in accordance with clause 11.1 you must (at the Licensor's sole option) return, destroy or delete all copies of the Software from all storage media in your control.

12 Export

You will comply with all applicable laws, rules, and regulations governing export of goods and information, including the laws of the countries in which the Software was created. In particular, you will not export or re-export, directly or indirectly, separately or as a part of a system, the Software or other information relating thereto to any country for which an export license or other approval is required, without first obtaining such license or other approval.

13 General

13.1 You agree that the Licensor shall have the right, after supplying undertakings as to confidentiality, to audit any computer system on which the Software is installed in order to verify compliance with this software license.

13.2 Each party irrevocably agrees that the courts of the country of registration of the Licensor shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Agreement and the place of performance of this Agreement shall be that country and that the laws of that country shall govern such controversy or claim.

13.3 This Agreement constitutes the complete and exclusive statement of the Agreement between the Licensor and you with respect to the subject matter of this Agreement and supercedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

13.4 Any clause in this Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Agreement shall not be affected by that deletion.

13.5 Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice that party's right to take subsequent action.

13.6 This Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without the Licensor's prior written consent.

14 Third Party Terms and Conditions

The Software displays Google Maps Platform content on the understanding that you comply with Google Maps Platform Terms of Service (TOS) located at <https://cloud.google.com/maps-platform/terms>. Google may revise these terms from time to time.

The Licensor will immediately terminate your access to and continued retention of Google content upon notice by Google in the event that you are not in compliance with the Google TOS as applicable or is using the Google content in a manner that is otherwise harmful to the Google content, Google, its licensors, or its users, or any of the foregoing's reputation.

Should you have any questions concerning this Agreement you may contact the MdynamiX office.

To install the software you must accept the terms of this agreement.