

General Software License

Simplify Technologies GmbH, Steinbuehlerstr. 15, D-35578 Wetzlar, Germany (hereinafter referred to as the "licensor") grants the licensee the right to use the respective software (hereinafter referred to as the "software") in accordance with the terms and conditions set out below. By using, acquiring or embedding the software into a system, the licensee agrees to the terms and the conditions of this license.

Definitions: The software can be:

"Executable programs" denotes software, which can be directly executed on a respective target hardware, possibly using a run-time environment, or which is used directly as a part of an executable program (run-time library). This includes the software which is directly implemented in the systems of the licensor ("embedded software").

"Source code" denotes software in the form where it can be read and processed by a human. Typically source code cannot be executed directly but needs appropriate compilation or interpretation to become executable software (which means executable programs or parts of executable programs).

"Test version" denotes software, which is provided to licensee for testing purposes.

"Example software" denotes software, which is provided to licensee for example and instruction purposes to help licensee to start development with respect to the products of the licensor.

"Purchased software" denotes software, for which the license is obtained separately from other products and services of the licensor in return for the payment of an agreed price, or which is provided together and as a part of a product sold by the licensor.

1. Intellectual property rights and scope of license

a) The licensor is the owner of all intellectual property rights and all other rights over the software as set out in sections 69 a ss. of the German Copyright Law (UrhG) and international treaty provisions, and the sole holder of the right of disposition of the software. The protection thereby granted to the licensor is hereby expressly accepted by the licensee.

b) For software provided without cost the following provisions apply: The software is provided "as-is". There is no guarantee of any properties of the software.

c) For purchased software the following provisions apply: The licensee shall be given all documentation and items required for realization of this contract and adequate documentation of the software. The software and documentation get delivered on a data carrier or via remote data transmission, printed documentation may or may not be provided.

d) The licensor retains all rights not expressly granted to the licensee, in particular all rights of ownership of all intellectual property rights in the software, the know-how and the user documentation. The licensee may not transfer the software to any third party unless expressly permitted under the terms of this license.

2. Rights granted

Licensee is hereby granted the following rights:

a) Licensee is granted a non-exclusive, right to use the software. This right is non-time-limited, except for the case of "test versions" where it is time-limited to 30 day commencing from the point of time of delivery of the software licensed.

b) The software may not be used for the following security-related applications: applications in aeronautics, space, military and in nuclear technology, applications dealing with ionizing radiation, lasers or maser radiation, applications to influence the movement of vehicles, applications in traffic security systems (e.g. airbags, break control systems), applications in life-support systems, especially those in medical applications, applications in which dangerous substances would or might be released into the environment in the event of failure.

c) For purchased source code the following provisions apply:

c1) Licensee may use the software on a single computer or within a network comprising up to 5 users at the location of his organization.
c2) The software or parts of the software may be translated by licensee using any development tool into an executable form and included in licensee's products in this executable form as long as the software thus employed is a fixed component of those products and is sold together with the products as long as the products do not constitute a development tool for display applications of third parties and the software does not become a component of a development tool.
c3) Licensee is entitled to modify the source code of the software. The licensor shall retain all rights over any such modified source code. Modified source code shall be considered as software covered by this license.

Licensee is obliged to inform licensor of any intention to modify or improve the software. A sample copy of all modifications made is to be sent to the licensor free of charge before product completion.

c4) Transfer to any third party of the software or any part of the software in source code or in a linkable object format is hereby expressly prohibited.

d) Für example software the following provisions apply:

d1) Licensee may use the software on a single computer or within a network comprising up to 5 users at the location of his organization, exclusively in conjunction with the products of the licensor.
d2) If the example software consists of source code, the example software or parts of it may be translated by licensee using any development tool into an executable form and included in licensee's products in this executable form as long as the software thus employed is a fixed component of those products and

is sold together with the products as long as the products do not constitute a development tool for display applications of third parties and the software does not become a component of a development tool and provided that the example software is used in conjunction with licensors products. If the software is a test version, there is no right to sell the software even in conjunction with the licensors products.

d3) If the example software consists of source code, Licensee is entitled to modify the source code of the software. The licensor shall retain all rights over any such modified source code. Modified source code shall be considered as software covered by this license. Licensee is obliged to inform licensor of any intention to modify or improve the software. A sample copy of all modifications made is to be sent to the licensor free of charge before product completion.

e) For executable programs the following provisions apply:

e1) If the software is not example software the following applies: Licensee may install use the software on a single computer at the location of his organization. Additionally, licensee may hold up to two backup copies, exclusively for archiving purposes.

e2) Regarding decompilation and reverse engineering, the German Copyright Law (UrhG) and other intellectual property rights apply.

e3) If the software was produced with the .NET framework from Microsoft, the components supplied by Microsoft are governed by the respective "end user license for Microsoft Software", which in this case is also included with the software. The distribution of the components supplied by Microsoft must also comply with the "end user license for Microsoft Software" and may only take place in conjunction with the software governed by this license.

3. License fee

For purchased source code the following provisions apply:

The rights granted by this license are subject to a fee to be paid by licensee in accordance with the relevant invoice issued. License fees are set out in licensor's price lists as are issued from time to time or are based on quotations made on an individual basis. The license is only granted when full payment of the license fee is received by the licensor.

4. Restrictions

a) All intellectual property rights in the software and user documentation are owned by the licensor or the suppliers of the licensor, especially the programs, software, texts, pictures, animations, audio data. All rights not expressly granted under this license shall remain with the licensor or the licensor's suppliers.

b) Licensor retains the right to make modifications to the software at any time.

5. End of license and confidentiality

a) Licensee is entitled at any time to end this software license agreement by completely and finally deleting the software from his computer and/or network and all other systems on which the software is kept.

b) This license shall automatically end, if licensee does not comply with the terms and conditions of the license. In such case, the licensee is obliged to destroy all copies of the software and to return all materials accompanying the product, documentation and know-how which was given in written form to the licensor. Licensee has no right to retain any such materials.

c) For "purchased software" and "example software" the right to sell products which contain the software or parts of the software in executable form shall end as soon as this license ends.

d) Both the licensor and the licensee are obliged to keep secret all information about the other party which was obtained from or became known through executing this license. This includes knowledge about the product and business policies as well as distribution methods, especially all information which was expressly declared confidential or which is by nature classifiable as technical or trade secrets.

e) In the event of collaboration with or involvement of third parties, licensor and licensee hereby undertake to bind such third parties to the obligations set out above.

6. Limited warranty

a) The licensor does not accept any responsibility and shall not be held liable for the results obtained through use of the software, nor does licensor warrant that any particular results be achieved by the software. This also holds for the suitability or usability of the software package for the intended purpose or any other purpose. Economically purposeful usability of the software is at the sole risk of the licensee.

b) For purchased software the following provisions apply:

b1) Licensor warrants that the software substantially conforms to the applicable documentation and that it is free from major defects which would restrict its usability for the purposes licensed. Minor defects are not considered to restrict the ability of the software to be used for the licensed purpose. This warranty does not include or relate to modifications made by the licensee.

b2) If licensee complains about one or more defects, the licensor is entitled to remove these defects at his cost or to deliver an adequate substitute.

b3) Should attempts at rectification of defects not succeed, the licensee shall be entitled, at his discretion, to either pay a reduced license fee or to withdraw from the contract.

c) For software not purchased the following provisions apply: There is no warranted quality or properties of the software. Also the description in the documentation does not warrant certain quality or properties of the software. Licensor does not warrant that the software is free from major defects which would restrict its usability for the purposes licensed.

d) For example software the following provisions apply: There is no warranted quality or properties of the software. Also the description in the documentation does not warrant certain quality or properties of the software.

Licensor does not warrant that the software is free from major defects which would restrict its usability for the purposes licensed.

e) The warranty period is 12 months for commercial customers and juristic persons and 24 months for consumers / end-users, commencing from the point of time of delivery of the software licensed.

7. Limitation of liability and indemnity obligation

a) Software is inherently complex and may not be completely free of errors. The software is for this reason not suitable for use in products or in a way that might result in damages in the event of software faults. This is especially the case if the software were to be used in safety-related applications such as in medical applications, aerospace and space applications, traffic technology, nuclear and military technology. This is expressly acknowledged by licensee when using the software. The results and possible damages resulting from the use of the software are the sole responsibility of the licensee. The licensee is obliged to verify and secure the fitness of the software for any particular purpose to which it is put.

b) The licensor and the suppliers and agents of the licensor shall not be held liable unless they act intentionally or with gross negligence. Liability claims for whatever legal basis, especially breach of an obligation other than by delay or impossibility, breach of duty during contract negotiations and tort are excluded. This does not hold if liability is mandatory, e. g. according to the German product liability law, in the case of intention or gross negligence, absence of warranted quality, violation of substantial contractual obligations, death or personal injury accountable to the licensor.

c) Liability is in particular excluded for the following damages: Licensor is not liable for loss of data. Licensee agrees to ensure that sufficient backups are made and appropriate data security measures are undertaken. Expressly excluded is the liability for loss of profit, interruption of business, goodwill, loss of business information or other property damages resulting from the use of the software or the fact that it cannot be used. Liability is also expressly excluded for incidental, untypical or consequential damages. This shall hold even if licensor has been advised of the possibility of obtaining such damages. A shift in the burden of proof for the disadvantage of the customer is not obtained with this regulation. Licensor hereby advises licensee to regularly check the results of licensee's work and to secure data on a regular basis.

d) In no case shall licensor's liability for damages exceed the amount paid by licensee for the software out of which such claim arose.

e) The limitation of liability shall also extend to all employees, representatives, agents, and suppliers of the licensor.

f) Licensee shall indemnify and release licensor from and against and defend from any claim, suit or proceedings relating to product liability.

g) Licensee shall be liable for all statements and claims made by licensee for distribution and marketing purposes.

8. Intellectual property rights of third parties

a) Licensor believes that for the Federal Republic of Germany the use of the software according to the license does not affect the intellectual property rights of third parties. If the use of the software nevertheless affects the intellectual property rights of third parties within the Federal Republic of Germany, licensor is liable against such third parties. Licensor does not

warrant that the software is free of intellectual property rights of third parties outside the Federal Republic of Germany. Licensee is obliged to ensure that the software can be legally used outside the Federal Republic of Germany.

b) Licensee shall inform licensor immediately if third parties claim that intellectual property rights have been infringed. Licensor shall pay the cost of any legal action arising from claims in relation to an infringement of intellectual property rights within the Federal Republic of Germany, and shall manage and control the defence or settlement of any such claims. Licensee shall pay the costs of any legal action for cases outside the Federal Republic of Germany.

c) If the use of the software according to this license affects the intellectual property rights of third parties within the Federal Republic of Germany, the licensor, at his sole discretion but with consideration to the licensee's situation, shall decide whether to obtain a license, change the software or replace the software fully or partially, or ends the license.

d) If licensor does not settle the issue of intellectual property rights of third parties within the Federal Republic of Germany, licensee is entitled to withdraw from the license agreement. In the event that the holder of property rights prohibits licensee from exercising the license, payments of all kind made (e.g. compensation payments) shall entitle the licensee to claim or reclaim part of the licensing fee paid under clause 3 above of the license.

e) For software not purchased licensor can only be held liable due to infringement of intellectual property rights of third parties according to the provisions of this license in the case of gross negligence or intent.

9. Miscellaneous

a) Transfer by the licensee of the rights granted under this license is only permissible if the prior written consent of the licensor to the transfer has been obtained.

b) Set-off against the obligation to pay the license fee can only be made by the licensee if he has accounts receivable from the licensor that have been accepted or have been legally validated.

c) If certain issues are not covered in this agreement the licensor's general terms of sale shall apply as far as necessary for resolving the respective issue. Otherwise this license contains all contractual agreements made between the parties. No other oral or written agreements have been made. Modifications and additions to this contract shall only be valid if they have been made in writing.

d) In the event that any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, both parties agree to replace such provision(s) with a valid agreement that will - as far as is possible - achieve or lead to the same economic results as those intended, and that best complies with the overall intent of this contract.

e) Place of performance is the place of business of the licensor.

f) Place of jurisdiction for all issues arising from this license is, as far as is allowed by sec. 38 of the German Civil Code (ZPO), the seat of the licensor. This Agreement is solely governed by the laws of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

Version Date: 16.05.2007