

NOTE TO USER

With commencement of the use of the software “Visual Rules“ by download, installation or other use, you accept the offer to conclude a license agreement, which is set forth in the following license conditions. Please therefore read the following license conditions carefully and please confirm this to us before you declare your acceptance hereto by beginning the use.

LICENSE CONDITIONS

Visual Rules

§ 1

Parties

1. With provision of the registration key the company Innovations Softwaretechnologie GmbH, Ziegelei 7, 88090 Immenstaad, www.innovations.de
- hereinafter referred to as “**Licensor**” -
offers the respective user
- hereinafter referred to as “**Licensee**” -
to enter into a license contract with the conditions set forth in the following.
2. With commencement of the use of the software “Visual Rules” by download, installation or by any other way the Licensee accepts the offer to conclude the license contract under the conditions set forth in the following.

§ 2

Subject matter

1. Subject matter of this contract is the provision of software named “Visual Rules” – hereinafter referred to as “Software” – to be used by the Licensee.
2. The Software consists of the program code and the documentation.
3. The program code means the translation of the programming language, which derives from the source code, into programs, which could be executed by computers, including the appropriate material such as data, tutorials etc. Documentation means the user handbook and any other information material in electronic version or printed form.
4. This license contract does not constitute any rights with respect to the source code or the use of the source code. These rights remain solely with the Licensor.
5. The Software contains software elements of Eclipse.org (<http://www.eclipse.org>), of Apache Software Foundation (<http://www.apache.org>), Sun Microsystems Inc. (<http://www.sun.com/cddl>), the open source software ANTLR 2 (<http://www.antlr.org>), ANTLR 3 (<http://www.antlr.org>) and opencv (<http://opencv.sourceforge.net>). The Licensor is entitled to transfer the aforementioned software elements in connection with the Software. With respect to the software elements the license conditions of Eclipse, Apache (also for opencv), Sun Microsystems Inc. and ANTLR have to be observed in addition. These license conditions, which are applicable in addition, are available under the indicated Internet addresses. The Licensee expressly agrees that these additional license conditions will be included in this contract.

§ 3
Delivery

The Licensee obtains the possession of the Software and/or documentation through download from the website of the Licensor.

§ 4
Payment

1. The use of the Software and the documentation for non-commercial purposes – hereinafter referred to as “Non-Commercial Use” – is free of charge, as long as the Licensor does not revoke this authorization. Non-commercial purposes in this sense mean a use, which takes place solely in the private domain and without any intention of profit making.
2. A Non-Commercial Use shall include the use for other purposes, if the Licensor expressly declares in writing or in any electronic form, that such use – with or without time limit – shall be free of charge.
3. The use of the Software and documentation in all other cases than those stipulated in para 1 and 2 – hereinafter referred to as “Commercial Use” – shall be paid. The Commercial Use is only allowed after full payment. The amount of the respective owed payment results from the respective valid price list of the Licensor for the single components of the Software.
4. In case of unauthorized use of the Software the Licensee shall pay the Licensor, as penalty, a compensation for such use in the amount of twice the payment, which has to be paid for the Commercial Use. Any additional claims for damages of the Licensor remain unaffected.

§ 5
License

1. Software and documentation are provided to the Licensee for use for the term of the contract. As far as tangible goods, such as data carriers, written documentation etc. are provided to the Licensee, he does not acquire any ownership hereof, but only the rights of a borrower.
2. For the term of this contract the Licensee is provided with the non-exclusive and non-transferable right to use the Software and documentation in connection with the respective purpose of the use. The term of the license for Non-Commercial Use (section 4 para 1) is indefinite in time until revocation of the license. With respect to Commercial Use (section 4 para 3) the term of the license is subject to the respective applicable price list of the Licensor and in the cases stipulated under section 4 para 2 the term is subject to the respective express authorization.

Any and all additional rights in the Software and documentation, in particular all rights to publish, copy, modify, translate and any other rights of exploitation shall remain with the Licensor.

3. In connection with the Commercial Use of the Software the Licensee is entitled to produce back-up copies as far as this is in accordance with the common usage and the respective copy is necessary to use the Software in accordance with the contract. The production of copies in connection with any other use is only allowed if this is expressly authorized in writing or electronic form.
4. After termination of the contract the Licensee is obliged to erase the Software, including any back-up copies, immediately and completely at the previous location and to return the tangible goods, which were provided to him on loan under para 1, to the Licensor at the

Licensor's place of business. The costs accrued in this respect shall be borne by the Licensee.

§ 6

Duties of the Licensee

1. The Licensor herewith points out that it is not possible under the state of the art to create computer-software which is completely free from defects. In this regard the Licensee is not allowed to use the Software and/or the programs, which have been generated herefrom, in areas in which there could be a risk for life, corporate integrity or health if the operation of the Software is not permanently free from defects. This applies in particular to the area of nuclear power facilities, weapon systems, navigation and communication systems for the aircraft, instruments in hospitals, which are used to keep life alive and to other comparable danger areas.
2. Without prior written or electronic authorization of the Licensor the Licensee is not allowed to modify the Software and/or to expand the Software. In particular he is not allowed to develop the Software back, to decompile the Software, to disassemble the Software or to transform the Software in any other way into a generally readable form. He is also not allowed to translate the Software or documentation, to create derivated works hereof and to delete any copyright notices, trademarks, serial numbers or any other notes, which are used for program identification of the Software and/or documentation.
3. Without prior written or electronic authorization of the Licensor, the Licensee is not allowed to copy Software or documentation as far as it is not expressly authorized to the Licensee under section 5 para 3 or by separate authorization of the Licensor. The forbidden copies include also the reproduction of the Software or documentation in extracts and the production of a print-out on a printer and the transfer from one computer to another computer or to any other receiver terminal.
4. Without prior written or electronic authorization by the Licensor, the Licensee is not allowed to transfer Software and/or documentation to third parties or to make it otherwise accessible to third parties. This also applies to possible copies.
5. The Licensee is obliged to prevent any unauthorized access of third parties to Software and/or documentation by adequate precautions. Original data carriers and/or installation archives and any back-up copies have to be stored at a place, which is secured against the access of third parties. The Licensee shall impose expressly on his employees the duty to observe the compliance with the conditions of this contract in connection with the use of the Software and/or documentation.
6. Unless otherwise expressly agreed, the right to use the Software is restricted to one single license for a particular computer. Without an expressly additional agreement the use of the Software on more than one computer is not allowed.

§ 7

National Legislation

1. As far as the Software contains encryption techniques there could be restrictions under the relevant national legislation with respect to import, the possession, the use and/or the reexport in other countries. A liability of the Licensor that such restrictions do not exist is excluded.
2. The Licensee will examine whether there are any restrictions under national law. The Licensee also bears the costs to remove any restrictions such as customs duties, taxes and the like.

§ 8 Warranty

1. With respect to the use by the Licensee under section 4 para 1 and 2, for which no payment is charged, the Licensor is only liable for defects of the Software and documentation if he has fraudulently concealed those defects.
2. In case of use for which payment is charged the Licensor warrants that the function of the Software complies with the program description stipulated in the documentation. However, also with respect to this case, the Licensor reserves the right to technical changes of the Software which do not cause any reduced value.
3. Specifications in the documents and/or statements in promotional materials, which refer to possibilities of expanding the Software and/or components of the Software and/or accessories of the Software, only express the expectation of the technical development and no conclusions can be drawn herefrom with respect to the conditions of the Software at the time of its provision.
4. The Licensor does not assume any warranty that the Software complies with the requirements of the Licensee or is compatible with the programs of the Licensee.
5. The Licensee is obliged to examine the Software before its use whether there are any recognizable defects and to promptly, but the latest within four weeks after recognizability, inform the Licensor about recognizable defects in electronic or written form and with comprehensible and specific information. If the Licensee refrains to do the written or electronic notice of defect, the Software is regarded as accepted with the defect.
6. In case a defect of the Software appears after the commencement of the use, the regulation of para 5 applies respectively.
7. The Licensor fulfills his warranty by delivering a new version of the Software, which does not have the defect, within a reasonable time (hereinafter referred to as "rectification"). If the Licensor fails to rectify the defects although he has tried it several times, the Licensee may withdraw from the license contract or reduce the price for the performance. Any additional claims for defects, which do not require any fault, are excluded. For defects based on negligence, the restrictions of liability set forth under section 9 apply.
8. The warranty claims of the Licensee are subjects to a limitation period of twelve months after the delivery of the Software, provided that the defects have not been fraudulently concealed.

§ 9 Liability

1. As far as the Licensee has acquired the license for free-of-charge private use, the Licensor is only liable for intentional damages.
2. This regulation also applies respectively to all other cases, in which the Licensor has allowed the Licensee to use the Software free of charge for a limited or unlimited time.
3. The Licensee is obliged to test the programs, which were generated with the help of the Software – hereinafter referred to as "Standard Codes" –, for possible defects under the generally acknowledged testing methods before he applies the Standard Code. If the Licensee infringes this duty of testing, the Licensor is not liable for those damages, which result from defects of the Standard Codes, unless the Licensee proves, that the defect of the Standard Code would also not have been discovered during an examination under the generally acknowledged testing methods.

4. Any additional liability of the Licensor for damages resulting from negligence is excluded unless in cases of gross negligence or if the damages result from injury of life, body or health.

§ 10

Termination and Revocation

1. The Licensor can revoke the license for Non-Commercial Use, mentioned under section 4 para 1, at any time.
2. The right of revocation applies respectively to the cases stipulated under section 4 para 2, unless the express declaration of authorization states anything to the contrary.
3. In addition to this, the Licensor is only entitled to terminate the license contract for cause. A cause in such sense always exists if the Licensee has infringed his obligations arising from this contract and has not remedied the infringement within a reasonable time set by the Licensor. In cases of gross infringements of the duties, which endanger the purpose of the contract, it is not necessary to set such a time limit. This applies in particular to infringements by the Licensee against his duties under section 6.

§ 11

Third Party Rights

1. The Licensee will inform the Licensor promptly in written or electronic form if third parties assert claims against him due to an infringement of Intellectual Property rights or copyrights caused by the Software.
2. The Licensee is not allowed, without prior written or electronic approval of the Licensor, to make any confessions in infringement proceedings about the Software or to enter into negotiations about a settlement. The Licensor is entitled to take part at such proceedings of the Licensee.
3. If third parties make justified claims of omission on the Licensee due to an infringement of the Intellectual Property rights or copyrights caused by the Software and if it is not possible to modify the Software in such a way that the claims of omission will be eliminated or to procure the right of use with reasonable efforts, the Licensor is entitled to terminate the contract without notice due to frustration of the contract.
4. In case the Licensor is finally not able to ensure the further use of the Software, the Licensee is entitled to stop the payment. The Licensor is not obliged to refund any fees paid until that point of time. Section 5 para 4 applies respectively, provided that the Licensor bears the costs of the return.

§ 12

Advertisement

The Licensor is entitled to put the Licensee on a list of reference which shall be used towards third parties and to publish this list for promotional purposes, provided that there are no important opposing interests of the Licensee in the individual case.

The burden of proof for important opposing interests lies on the Licensee.

§ 13

General Conditions of Sales of the Licensee

General Conditions of Sales of the Licensee which differ from the regulation of this contract will not become part of this contract and do not have any legal effects.

§ 14

Set-off and Right of Retention

The Licensee may only set off those counter-claims against claims of the Licensor, which arise out of the provision of services under this contract, or rest a right of retention hereon, if the counter-claims have become res judicata or have not been contested.

§ 15

Written Form

Alterations to this contract require written or electronic form to be legally valid. This also applies if this form requirement is contracted out; also this case requires for its legal validity the written or electronic form.

§ 16

Place of Performance, Jurisdiction

1. The place of performance for any mutual duties of this contract is the place of business of the Licensor.
2. As far as it is legally allowed to make an agreement about the jurisdiction, the parties agree that the place of business of the Licensor shall have jurisdiction.

§ 17

Applicable Law, Severability Clause

1. This license contract is governed exclusively by the laws of the Federal Republic of Germany. The application of the UN-Convention on Contracts for the International Sale of Goods is excluded.
2. If any provision of this license contract should be or become invalid, the validity of the remaining provision of this contract shall remain unaffected. In this case, the invalid provision or the provision, which became invalid, shall be replaced with a provision, which most nearly reflects the economic intended purpose of the invalid provision and of the provision become invalid in an allowed way.

Innovations Softwaretechnologie GmbH