

Software License Rootsoft at Ospel, hereinafter called Rootsoft

1. GENERAL

- 1.1 The delivery of the software RSLigR the provisions listed in the Software License Agreement. This Software License Agreement is an integral part of the Terms of Rootsoft, as if they contained therein verbatim.
- 1.2 The client acknowledges the applicability of this Software License Agreement and Terms of Root Soft by the mere fact of the commissioning of any manufactured or supplied by Root Soft software.

2. USE

- 2.1 The delivery of the software displays only the non-exclusive right to use the programs. This right is not transferable.
- 2.2 The license is valid when the Rootsoft has received payment from the client and the Software License Agreement signed and authenticated by Rootsoft.
- 2.3 This agreement gives the developer the right:
 - a. The software used for the purpose of this software is developed;
 - b. The software to receive and use by the license associated with the local network dongle or dongle (hardware licensing);
 - c. Software use only in accordance with the terms and provisions of Article 2.4 of this license;
 - d. Services arising from the warranty of Rootsoft and during a period of one half a year to receive
 - e. During the warranty renewed versions of the software to receive Rootsoft. Under this license agreement are new versions of the software enhancements and modifications of the software means.
- 2.4 In this License, the term "use", the meaning and content:
 - a. Use all or a portion of the software to load, copy or transmit into or within the system so the system instructions contained in the software process;
 - b. Copying all or a portion of the software is permitted provided that the use meets Rule 2.3b;
 - c. Storing all or a portion of the software in the system or another storage unit or disk;
 - d. Use but not copy the documentation and instructional materials and other media associated with the software.
- 2.5 This agreement applies only when the software is used in conjunction with licensing hardware, which software by Soft Root, in consultation, has been released.

3. OWNERSHIP

- 3.1 Rootsoft retains the copyright of its designed or realised designs, software, sketches and calculations, even if this client places an order.
- 3.2 The techniques and processes developed by Rootsoft and processed in the software are considered intellectual property of Rootsoft and basically will not be made available to the client.
- 3.3 Rootsoft reserves the right to programs and components to construct such that, even in the re-releases, the operation of the licensed hardware is guaranteed. With the breakdown of the licensed hardware can sponsor, produced by the defective license hardware, count on a replacement fee of the then current replacement rate, provided the client with any further provisions of this Software License Agreement and Terms of Rootsoft has met.
- 3.4 The Client declares no efforts will make to the name of Rootsoft or any other trademark in the software introduced to remove.
- 3.5 The Client undertakes supplied designs, computer programs, system and program descriptions, documentation, drawings, sketches and calculations just to use for personal use and not in any way whatsoever, whether for remuneration or not, to third parties available to, or in any other manner act or omission to act, so that third parties have access.

4. LIABILITY / WARRANTY

- 4.1 The software is provided "as is" Rootsoft assumes no liability for damage caused by improper use or operation of software.
- 4.2 The presence of errors (bugs) in software functionality of the software will not impede client never give the right software partly or wholly to reject. Rootsoft's liability will never go soft, then to try in the next version of the software to correct these errors.
- 4.3 During the first half year of the license will be errors in the software functionality of the software at no cost to hinder the licensee will be restored.

- 4.4 Additions and changes to software will be in concert at the then applicable thereto reimbursement by Rootsoft realised.
- 4.5 If the software is used in combination with incorrect or defective hardware, the customer can not claim to any guarantee.
- 4.6 The Client shall indemnify Rootsoft all claims of third parties for product liability due to a defect in a product or system by the Client to a third party and that partly consisted of Rootsoft supplied software or other materials.
- 4.7 If Rootsoft to fulfil its obligation to license hardware warranty replaces, the old hardware license by the client to return to Rootsoft.
- 4.8 Client is responsible for using the latest version. Rootsoft assumes no liability whatsoever if not the latest version is working.

5. COPYRIGHT VIOLATIONS

- 5.1 Rootsoft will take action against anyone who in any way infringes on its copyright or copyrights of third parties, its intellectual property and / or ideas, as expressed in the Rootsoft supplied software and related documentation. In this context, Rootsoft data file to be determined by a notary and / or district court, from which data can be seen, concerning Rootsoft least as regards her property.

6. TERMINATION

- 6.1 The licensing agreement is concluded for an indefinite period and can party with immediate effect and without judicial intervention through registered post be terminated, without prejudice to other parties due rights under this License Agreement or otherwise, if:
 - a. Parties any obligation under this agreement does not comply with the exception of force majeure;
 - b. A party to bankruptcy, is declared bankrupt, is liquidated, in receivership is condition and / or enforceable if attachment orders to be placed on any property.
- 6.2 Upon termination of this license using Rule 6.1 A member will either party all costs arising from the termination of this license agreement, to reimburse the other party.
- 6.3 Within fourteen days after termination of this license is the license client hardware, which it received from Rootsoft to return or destroy if this is agreed.

7. PAYMENT

- 7.1 Upon delivery of a license, through delivery or reprogramming of the licensed hardware, is a payment within 14 days after billing, unless otherwise agreed in writing by the parties.
- 7.2 Upon conclusion of the maintenance agreement, the period specified in Article 7.1 also are used.

8. FINAL PROVISION

- 8.1 If the client only for him under a contract with Rootsoft obligation not exact compliance, Rootsoft entitled to fulfil all obligations towards the client to suspend and even all agreements with the Principal in whole or in part as dissolved without the any notice of default and / or judicial intervention is required, while retaining its right to compensation. Which the client owes Rootsoft is due, immediately due and payable.

By installing the client declares to be aware of the contents of this license and agree. Also, it acknowledged that conditions have read.