

DRCA 1 SOFTWARE – LICENCE AGREEMENT

1 Subject

Upon accepting this agreement, the licensee obtains the non-transferable, non-exclusive right to use the DRCA 1 software, hereinafter referred to as the 'program'. Doepke Schaltgeräte GmbH explicitly states that errors in the program cannot be ruled out at the current stage of technology. The subject matter of this agreement is a program which is fundamentally usable within the meaning of the program description (on a data carrier). Therefore, neither Doepke Schaltgeräte GmbH nor any other natural person who was involved in the program creation, production or sale of this product can be held liable to the licensee for damages, either directly or indirectly, in particular for special or consequential damages of any kind that result from defective use of this product or a violation of this warranty.

2 Property rights/scope of use

All copyrights to the program are held by Doepke Schaltgeräte GmbH. It is not permitted to reverse engineer, decompile or disassemble the program (where such a restriction is not excluded by law); to sub-licence, lease or hire out the program; to sell or modify parts or all of the program, or to sell non-original files of the program. Should the program contain programs or parts of programs from other manufacturers or providers, this is contractually regulated. The licensee undertakes to use the program exclusively for their own purposes. It is not permitted to pass the program on to third parties. Unauthorised appropriation by third parties must be prevented. The right to use the program and to process and reproduce the program results is granted exclusively to the licensee. Any other use that goes beyond this scope is not permitted.

3 Warranty and liability

The program has been tested and its functionality verified under conditions of proper use. If a data carrier is faulty, the licensee may request a replacement during the warranty period of six months. They should send the faulty data carrier back to Doepke Schaltgeräte GmbH. Doepke Schaltgeräte GmbH accepts no responsibility for ensuring that the program functions satisfy the requirements of the licensee.

The licensee is responsible for the selection, installation and use, as well as for the results intended in connection with this. The licensee has the right to extraordinary termination of the agreement if the program is not fundamentally usable within the meaning of the program description and the program fault cannot be remedied by Doepke Schaltgeräte GmbH within an appropriate period of time.

The licensee must report the fault to Doepke Schaltgeräte GmbH and agrees to allow remedying of the fault within an appropriate grace period. If it is not possible for Doepke Schaltgeräte GmbH to establish a usable program within the meaning of the program description within an appropriate period of time, Doepke Schaltgeräte GmbH also reserves the right to extraordinary termination of the agreement. The liability of Doepke Schaltgeräte GmbH for damage is excluded unless the damage was caused by intent or gross negligence.

Liability towards merchants for gross negligence is excluded. Doepke Schaltgeräte GmbH shall not be held liable for lost profit or loss of savings, and shall be indemnified by the licensee from claims of third parties.

The licensee himself/herself is responsible for the type and scope of the data backups and releases Doepke Schaltgeräte GmbH from liability for any data losses that occur.

4 Software management

Extensions to the program may be made as required. The licensee may take on an updated and/or extended program. The details shall be regulated by separate agreement.

5 Start, duration and termination

The licence takes effect upon delivery. The period of use is unlimited.

6 Licence fees

The licence fees are included in the purchase price.

7 Contractual penalties and recourse claims

In the event of infringement, in particular infringement of the provisions under 1. and 2. of this license agreement, Doepke Schaltgeräte GmbH reserves the right to make a claim for recourse.

8 Other provisions

Should a provision of this agreement, or a part thereof, be or become ineffective, this shall not affect the validity of all other contractual agreements. Invalid provisions shall be replaced with those that come as close as possible to the intent of the invalid provisions in economic terms in a legally valid manner. The place of jurisdiction and fulfilment is the registered office of Doepke Schaltgeräte GmbH. Changes and supplements to this agreement must be made in writing. This also applies to any verbal agreements.

By installing the program, the licensee acknowledges this agreement.