

General license terms for the use of the "weinor 3D Designer" software

1. Scope of application, recognition

- 1.1. These license terms shall be supplementally applicable to the general terms of payment and delivery of weinor GmbH & Co. KG and exclusively for the delivery to entrepreneurs pursuant to § 14 BGB.
- 1.2. The procurer of the weinor 3D Designer software (hereinafter referred to as "Customer") agrees to the effectiveness of the following license terms with the first use of the assigned weinor 3D Designer software.

2. Object of license

The object of the license is the software provided by weinor including the user documentation, manuals etc. The source code and the associated documents are not object of the license.

3. Duplication rights and access protection

- 3.1. The weinor 3D Designer software including user documentation, manuals etc. as well as any demo versions are protected by the German Copyright Law and by international rules on propriety rights.
- 3.2. The customer shall be permitted to copy the software, however, only to the extent that the duplication is necessary for the use of the software by the customer. Necessary duplication shall include the parallel installation of the software on the hardware used by the customer.
- 3.3. The customer shall be obliged to prevent unauthorised third parties from gaining access to the software or to the access data and thus to avert the possibility to download the software to the portals which provide the software.

4. Warranty and liability

Supplemental to the general rules on warranty and liability for software, the follow applies:

- 4.1. weinor 3D Designer is a pure drawing module.
- 4.2. weinor guarantees neither the correct application of mathematical algorithms, nor the correctness of calculated results. In no case shall weinor be held responsible or liable for direct or indirect damage resulting from the use of the software or from decisions based on calculations of the software.
- 4.3. weinor 3D Designer is not a construction program, thus any warranty for the configuration shall be excluded.

5. Duty of care, duplication protection

- 5.1. The customer shall keep the the original data carrier delivered in a safe location protected against unauthorised access by third parties and shall explicitly instruct his staff to adhere to these contractual stipulations as well as the copyright rules thereof. Passing on to third parties is prohibited.
- 5.2. In the scope of using the software, the customer shall agree to adhere to all pertinent statutory regulations, in particular those relating to the copyright law.

6. Fees and period of use

- 6.1. The use of weinor 3D Designer is free of charge until 31.12.2014. Afterwards, we reserve the right to introduce license fees.
- 6.2. The use of the software is restricted to six months.
- 6.3. weinor 3D Designer may only be used within the duration of the business relations and will be blocked at the end of this period.

7. Infringement of license terms

The procured license is subject to the conditions of compliance specified in paragraph 1 to paragraph 6 of the stipulated license rules, this means that it shall expire in the case of infringement.

8. Final provisions

- 8.1. The license agreement shall be subject exclusively to the law of the Federal Republic of Germany with the exclusion of the UN convention on contract for the international sale of goods (CISG).

- 8.2. If a current or future provision of the concluded contract should prove to be wholly or partially ineffective/ void or unfeasible for reasons other than stipulated in §§ 305-310 BGB, this shall not affect the validity of the remaining

provisions of this contract. The same shall apply if any deficiency is established after the conclusion of the contract. The parties will then replace the ineffective / void / unfeasible provision or rectifiable deficiency by an effective provision, which comes as closely as possible to the legal and economic content of the ineffective/void/unfeasible provisions and total content and intent of the contract. The provisions of § 139 BGB (separability) shall be explicitly excluded.

8.3. Place of jurisdiction is Cologne.

With the installation of the weinor 3D Designer software, the user agrees to accept the terms of the license.