

## **LICENSE AGREEMENT (LA) FOR VISIONX**

To use this license, you must agree to all of the following terms (by either clicking the accept button or installing and using the program).

### **General**

"We," "us," and "our" refers to SIB Visions GmbH. "You" and "your" refers to the individual or entity that has acquired the programs. "Programs" refers to the software product which you have acquired and program documentation. "License" refers to your right to use the programs under the terms of this Agreement. A "VisionX User" is defined as a person who develops applications using VisionX.

We are willing to license the programs to you only upon the condition that you accept all of the terms contained in this Agreement. Read the terms carefully and indicate your acceptance by either selecting the "Accept" button at the bottom of the page to confirm your acceptance, if you are licensing via our online system, or continuing to install the programs if you have received this license agreement during the installation process. If you are not willing to be bound by these terms, select the "Do Not Accept" button or discontinue the installation process.

### **Rights and Limitations**

The right to use the programs under the terms of this LA is granted only when:

1. In case the programs were ordered by company purchase order, the appropriate invoice sent afterwards was paid within 30 days after invoice date.
2. In case the programs were ordered on-line and paid by credit card, no charge-back of the withdrawn amount is initiated.

We grant you a nonexclusive, nontransferable limited license to use the programs yourself or through your employees for: (a) purposes of developing, prototyping and running your applications for your own internal data processing operations; (b) you may use the programs to provide third party demonstrations and training; (c) for use with only one VisionX User or if you have multiple validly licensed copies of the programs, you may use the programs with a corresponding number of VisionX Users. It is explicitly not permitted to offer the programs as Software-as-a-Service - to your partners, customers or suppliers - or to install, distribute or share applications, created with trial versions. You are not permitted to use the programs for any purpose other than as permitted under this Agreement.

Upon 45 days written notice, we may audit your use of the programs. You agree to cooperate with our audit and provide reasonable assistance and access to information. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, we can end your technical support, licenses and/or this agreement. You agree that we shall not be responsible for any of your costs incurred in cooperating with the audit.

Program documentation is either shipped with the programs, or documentation may be accessed online.

You may not modify, adapt, translate or create derivative works based upon the programs. You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the programs except to the extent you may be expressly permitted to reverse engineer or decompile under applicable law.

The programs and any authorized copies that you make are the intellectual property of SIB Visions and its suppliers. The structure, organization and code of the programs are the valuable trade secrets and confidential information of SIB Visions and its suppliers. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the programs and all rights not expressly granted are reserved by SIB Visions and its suppliers.

## **Distribution**

You are not allowed to distribute any part of these (original or altered) programs.

You may not rent, lease, sublicense, assign or transfer your rights in the programs, or authorize all or any portion of the programs to be copied except as may be expressly permitted by this agreement.

## **Warranties**

SIB Visions warrants that it is the owner of the programs, and that it has the right and authority to convey and grant the license(s) herein and to perform this LA.

## **Disclaimer of warranties**

To the maximum extent permitted by applicable law, SIB Visions and its suppliers provide to you the programs, and any (if any) support services related to the programs ("service contract") as is and with all faults; and SIB Visions and its suppliers hereby disclaim with respect to the programs and support services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties or conditions of or related to: title, non-infringement, merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, lack of negligence or lack of workmanlike effort, quiet enjoyment, quiet possession, and correspondence to description.

The entire risk arising out of use or performance of the programs and any support services remains with you.

## **Exclusion of incidental, consequential and certain other damages**

To the maximum extent permitted by applicable law, in no event shall SIB Visions or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the programs or the support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of this LA, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of SIB Visions or any supplier, and even if SIB Visions or any supplier has been advised of the possibility of such damages.

## **Limitation of liability and remedies**

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF SIB VISIONS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS LA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PROGRAMS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## **Applicable Law and Jurisdiction**

This contract is subject to Austrian law, under express preclusion of the United Nations Convention on Contracts for the International Sale of Goods.

In case you are situated in a member state of the European Union or the European Economic Area any disputes arising from this contract, including disputes about its existence or non-existence, shall fall under the exclusive jurisdiction of the commercial courts in Vienna.

In case you are not situated in a member state of the European Union or the European Economic

Area all disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one arbitrator appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.

**In default of payment**

If, for any reason, you fail to pay the invoice with regards to the purchased license within 30 days, extra costs will be charged to you. These costs will be an amount of EUR 10,- administration fee for every week the invoice has not been paid after 30 days and an interest of 20% -of the amount not paid- per year. In addition to these extra costs you will also be charged with the invoice collection fees made by SIB Visions in order to collect the full payment including extra costs in case of default of payment.

In that case the right to use the programs can be terminated by SIB Visions without any right of restitution of license fees.

Vienna, October 2013