

„Solutions Software“ License Terms

between
the **Licensee**

and

VETTER Industrie GmbH
Carl-Benz-Strasse 45
57299 Burbach / Germany

- hereinafter referred to as **VETTER** -

§1 Subject of the contract

These license terms govern the use of the „Solutions Software“ of Smart**Fork**[®], including VETTER Smart**Fork**[®] Scale, VETTER Smart**Display** and VETTER Smart**Fork**[®] Flash (hereinafter referred to as Solutions Software). They also apply to subsequent versions, updates, extensions, etc. of this Solutions software.

§2 Right of use

1. The Licensee is entitled to use the Solutions Software with the licensed applications in conjunction with the delivered devices (Smart**Fork**[®]). The Licensee is furthermore entitled to make a backup copy of the Solutions Software if this is necessary to secure future use of the Solutions Software. In all other respects, the provisions of the Copyright Act shall apply additionally with regard to the rights of use.
2. For the purpose of the contractual use of the Solutions Software, VETTER grants the Licensee a temporally unlimited, simple, non-sub-licensable right to use the Solutions Software.
3. VETTER updates the Solutions Software at its own discretion or provides new or corrected versions. Updates for troubleshooting are free of charge, potential function extensions may be purchased by the Licensee for a fee.

§3 Obligations to cooperate

1. The Licensee shall use the Solutions Software exclusively in compliance with the applicable operating instructions, particularly with regard to prevailing security standards.
2. The Licensee shall only permit access to the Solutions Software to personnel or operators who have been adequately trained to operate the Smart**Fork**[®] and the Solutions Software. The operation of the Solutions software shall not release the user from observing the usual safety precautions.
3. In its own interest, the Licensee shall operate the Solutions Software in a secure IT system environment. Particular consideration shall be given to the interfaces used (e.g. WLAN network, Bluetooth, connection to ERP, printer, scanner, etc.) in his operational IT security concept.

§4 License fees

The amount of license fees depends on the agreed scope of use and results from the order confirmation of VETTER.

§5 Inadmissible use

1. The Solutions software may only be used in conjunction with and for the operation of the Smart**Fork**[®] described in the respective operating instructions. Any other use is not permitted.
Without the written consent of VETTER, the Licensee is not entitled to make copies of the Solutions Software or the backup files beyond a backup copy, use, rent, sublicense or make available to third parties or pass on the solutions software to third parties without the associated Smart**Fork**[®]. If the Solutions Software is legitimately sold in its entirety, the Licensee must pass on all operating instructions, backup copies, etc. to the buyer and completely delete the Solutions Software and all associated extensions, updates, etc. in his data systems. Any form of unauthorized disclosure, such as rental, lending, or other transfer of individual programs or files or parts of the Solutions Software is prohibited. It is not permitted to modify or interfere with the functionality of the Solutions Software, to reverse engineer, decompile, or disassemble it. Furthermore, the copyright notices of VETTER may not be changed or removed and must also be attached to backup copies made by the Licensor.
2. If the Licensee acts contrary to the terms of this license agreement, VETTER is entitled to immediately terminate the license agreement and to claim for damages.

§6 Warranty

1. VETTER warrants functionality of the Solutions Software in accordance with the respective program description. In addition to the following provisions, the statutory regulations of the German Civil Code (BGB) shall apply with regard to warranty.
2. The warranty period is 12 months from handover of the Solutions Software.
3. The Licensee shall inform VETTER immediately in writing or in text form of any defect that occurs and describe the defect in such detail that VETTER is able to retrace it.
4. If possible, the Licensee shall grant VETTER remote access to the Solutions Software complained of. Otherwise, VETTER may demand that the Licensee makes the Solutions Software complained about available to VETTER.
5. Defects shall be remedied by VETTER by supplementary performance. Only if the supplementary performance has failed for the second time, the Licensee may reduce the scope of the contract. In the event of serious defects, the Licensee shall be entitled to withdraw from the contract. Self-performance and the right to compensation shall be excluded in any case.
6. If the cause of a defect reported by the Licensee is due to circumstances attributable to the Licensee or third parties (such as unheeded operating instructions, use by insufficiently trained personnel, operating errors, interventions by third parties), VETTER shall be entitled to invoice the service rendered to remedy the defect / error.
7. In case the Licensee requests warranty work to be carried out at a location determined by him, any additional working time incurred for this purpose as well as the travel costs shall be charged at the usual hourly rates or lump sums by VETTER.

§7 Freedom from third-party rights

1. VETTER warrants that all performance results provided under this contract shall be free of third-party property rights and that there shall be no other rights that exclude or restrict the Licensee's use in accordance with the contract.
2. If, nevertheless, third parties assert rights, the contracting parties shall inform each other and coordinate the further procedure. VETTER shall, at his own discretion, replace the contested parts of the Solutions Software with faultless parts or subsequently license missing rights. VETTER shall indemnify the Licensee from all possible disadvantages in this context and shall in particular assume all necessary expenses of the Licensee, such as court costs and attorneys' fees incurred, as well as fees or damages court-awarded to third parties due to copyright infringements.

§8 Liability

1. The parties shall be liable for personal injury (life, body, or health) in accordance with the statutory provisions. For other damages, they shall be liable (subject to the next sentence) only in case of intent and gross negligence. For other damages, based on the breach of an essential contractual obligation, they shall be liable in the event of ordinary negligence, limited, however, to foreseeable damages at the time of the breach of contract. Liability under the Product Liability Act shall remain unaffected by the above provisions.
2. The Licensee shall be obliged to use fresh updates or patches for the Solutions Software insofar as they are made available to him. VETTER shall not be liable for data loss. In case the Licensee is partly to blame due to the breach of contractual obligations, in particular the security requirements for the use of the Solutions Software or SmartFork[®] or through changes made to the Solutions Software by him or a third party or due to improper handling or incorrect operation of the Solutions Software, VETTER shall not be liable.

§9 Additional provisions

1. Changes and additions to this contract must be made in writing. This also applies to the amendment or cancellation of this clause. Electronic documents in text form do not meet the written form requirement.
2. Should individual provisions of this contract be invalid, this shall not affect the validity of the remaining provisions. They shall be replaced by effective provisions that best meet the legal and economic objective of the license terms.
3. The place of jurisdiction for all disputes arising from and in connection with these license terms is Burbach.
4. In addition, the law of the Federal Republic of Germany shall apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Burbach, _____

[Location], _____

VETTER Industrie GmbH

Licensee