



1. The subject matter of this Agreement shall be the copyright and the scope of use of computer SOFTWARE recorded on data carriers (CD-Rom), the description of the program, the operating instructions and any other written material connected with the same.
Schilling Marking Systems alerts to the fact that according to the state of technology it is impossible to generate computer software to work without fault in any application and combination. The subject matter of this Agreement shall therefore include SOFTWARE only which is applicable in principle according to the program description and the operating instructions.
The Licencee shall be responsible for the suitability for integration of any SOFTWARE supplied into other applications and combinations. Any setting-up and programming costs shall be paid by the Licencee. These costs shall be separately invoiced.
2. For the term of this Agreement, Schilling Marking Systems agrees to grant to the Licencee a simple, non-exclusive and personal LICENCE for the use of the attached copy of Schilling Marking Systems SOFTWARE on one machine/computer only (i.e. only referring to one single central processing unit (CPU) and in one location only). Should this single machine/computer be a multi-user system, this right of use shall apply to all users of such a system.
Licencees shall be allowed to transfer the SOFTWARE physically (i.e. stored on a data carrier) from one computer/machine to another computer/machine, provided that only one single computer/machine is used at any given point in time. Any additional use shall not be permitted.
3. The Licencee agrees to desist from the following:
 - a) to transfer the SOFTWARE or any written material connected with the same to any third party or to make the same accessible to any third party without the prior written permission by Schilling Marking Systems.
 - b) to transmit the SOFTWARE from a computer/machine through a network or a data communications channel to any other computer/machine.
 - c) to modify, translate, retro-develop, decompile or deassemble the SOFTWARE without the prior written permission of Schilling Marking Systems.
 - d) to compile any works derived from the SOFTWARE or to duplicate any written material, to translate, modify or compile works derived from any written material.
4. With the purchase of the product, the Licencee shall only acquire property rights in the data carrier as such on which the SOFTWARE is recorded, but no rights in the SOFTWARE as such. Any publication, duplication, processing and utilisation rights in the SOFTWARE shall remain the exclusive property of Schilling Marking Systems.
5. The SOFTWARE and any written material connected therewith shall be subject to copyright. Should the SOFTWARE not be write protected, the production of one single back-up copy shall be allowed to the Licencee. The Licencee agrees to include on such back-up copy a reference to the copyright of Schilling Marking Systems or to incorporate it in the same.
Any reference to a copyright incorporated in a back-up copy and any registered numbers included in the same shall not be removed. It is expressly forbidden to fully or partially copy or otherwise duplicate the SOFTWARE and any written material in its original or modified form or in any form whatsoever mixed with other software or incorporated in any other software.
6. Any right to use the SOFTWARE shall only be transferred to third parties subject to the prior written agreement by Schilling Marking Systems and in compliance with the provisions of this Agreement only. Transfer of the SOFTWARE by way of a gift, rental or leasing shall be expressly forbidden.
7. This Agreement shall have an unlimited term. The Licencee's right to use the SOFTWARE shall expire automatically without notice should any provision of this Agreement be infringed. On termination of the usufructuary right, the Licencee agrees to destroy the original disk and any copies of the SOFTWARE including any modified copies and any written material.
8. Schilling Marking Systems points out that the Licencee shall be liable for any loss based on copyright infringement caused to Schilling Marking Systems by an infringement of the conditions of this Agreement on the part of the Licencee.
9. Schilling Marking Systems shall be entitled to provide updates of the SOFTWARE at their sole discretion. Schilling Marking Systems shall not be held to make available any updates of their SOFTWARE to licencees not having returned a signed copy of their SOFTWARE Licence Agreement to Schilling Marking Systems.
 - a) Schilling Marking Systems guarantees to the original Licencee that at the time of transfer any data carriers on which the SOFTWARE is recorded and any hardware supplied together with the SOFTWARE is free from faulty materials when used subject to normal operating conditions and maintenance.
 - b) Should the SOFTWARE or any data carrier supplied with the same be faulty, the recipient may demand a replacement during a period of warranty of one month after delivery. In this case the disk, any back-up copy and the written material, accompanied by one copy of the invoice/receipt shall be returned to Schilling Marking Systems.
 - c) Schilling Marking Systems shall not be responsible for any reasons stated in para. 1 above for the SOFTWARE being faultless. In particular, Schilling Marking Systems shall not guarantee the SOFTWARE meeting the requirements and being suitable for the purposes of the purchaser or in combination with other selected software. The purchaser shall be responsible for the correct selection and any consequences due to the application of the SOFTWARE and any intended or achieved results. The same shall apply to any written material accompanying the SOFTWARE.
 - d) Schilling Marking Systems shall not be liable for any losses or damages caused intentionally or by gross negligence on the part of Schilling Marking Systems. In a business context, any liability for gross negligence shall furthermore be excluded. Liability for any characteristics assured by Schilling Marking Systems shall be unaffected by the above. Any liability for consequential damages not included in an express assurance shall be null and void. Should you have any queries regarding this SOFTWARE Licence Agreement or want to contact Schilling Marking Systems, please write to:

Schilling Marking Systems GmbH, Föhrenstr. 47, D-78532 Tuttlingen, Germany, Tel.: +49 (0)7461-9472-0, Fax: +49 (0)7461-9472-20, eMail: info@marking-systems.de, www.marking-systems.de

Edition 09/04

ANSWER CARD referring to the Licence Agreement:

Serial No. of SOFTWARE: _____ (see CD)

I agree to the conditions of the SOFTWARE Licence Agreement in hand.

Place and Date: _____ Signature: _____

To



In Grubenaecker 1
D-78532 Tuttlingen
Germany

Company:
Name:
Address: