

# Vision ID Engineering GmbH

## General Software License Agreement

General Software License Agreement of Vision ID Engineering GmbH, Am Rottwerk 34, 94060 Pocking, Germany, further referred to as Vision ID. Valid from April 25, 2012, all previous "General Software License Agreements" are no longer valid.

NOTE: This is an unauthorized translation of the original text in German language. Only the original text is legally binding.

NOTE: A separate Software License Agreement exists for Middleware products of Vision ID.

The use of Vision ID software by natural and legal persons (hereinafter "licensee") is carried out exclusively on the following terms. By installing the software, the licensee accepts the regulations stated below as binding. As a result, the following license contract between Vision ID and the licensee comes into effect:

### §1 Subject of The Agreement

Subject of this agreement are a computer program recorded onto a data carrier or transferred via electronic data communication, the user manual, plus all other accompanying written or electronic material. The subject of this agreement overall will be subsequently referred to as "software". As it is common understanding that today software cannot be created in a way that it works without errors in all combinations and applications, the subject of this agreement is therefore a software that is generally usable in the sense of the program description.

### §2 Extent of Use

During the term of this agreement, Vision ID grants the simple, non-exclusive right (subsequently referred to as "license") to use the accompanying Vision ID software on a single computer. The license includes a license file personalized to the licensee, and an activation. The activation is done by either using a hardware key called "license stick" (the software can be used on multiple computers in succession, but never on more than one computer at a time) or by entering a key depending on the license file and the computer (the software can only be used on a single computer). If the program shall be used on multiple computers at a time, the licensee has to purchase an additional license for each additional computer ("multiple licenses").

For OEM licenses, please refer to the separate license agreement enclosed with the software in printed and/or electronic form.

### §3 Prerequisites of Use

If the software is not operated in Demo mode (without license file, limited functionality), the software can be used legally only if it is unlocked using the licensee's personal unlock code and activated using the corresponding "license stick" or activation key. If no "license stick" is used, a future activation on a different computer of the licensee is possible if the licensee sends in the appropriate written declaration.

In case of site licenses the licensee has to nominate a single contact person by whom all technical assistance requests will be handled.

### §4 Updates & Support

For 6 weeks starting with the date of purchase, the licensee has claim to technical assistance ("support") to the customary extent by phone, fax, or email. The licensee is also entitled to receive and use new versions of the licensed software as soon as they are made available by Vision ID ("updates") during that period. Updates will be created and released by Vision ID at their own discretion. Products other than the licensed software or new products are not considered to be new versions.

The licensee can renew his claim to updates & support periodically for the next 12 months before the previous period of updates & support expired. After expiration of updates & support, a renewal is only possible by means of a refresh which is more expensive.

The claim to updates & support cannot be transferred to third parties. For prices and conditions please refer to the latest pricelist.

### §5 Prohibited Use

Without written permission of Vision ID the licensee is not allowed to:

- a) Use, store, copy, modify, adapt, merge, translate, or transfer copies of the Software or documentation except as provided in this Agreement;
- b) Use any back-up or archival copies of the Software (or allow anyone else to use such copies) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective;
- c) Disassemble, decompile or "unlock", reverse translate, or in any manner decode the Software and especially manipulate the license file and activation mechanism for any reason except as permitted by Article 6 of the EU Software Directive (91/250/EEC);
- d) Remove or change copyright messages; or
- e) Sublicense, lease, rent, or resell the licensed software.

### §6 Acquired Rights

With the purchase, the licensee attains the property of possible data carriers like diskettes or CDs, but not the property of the software itself. Vision ID remains exclusive holder of all rights not explicitly stated in §2. All publication rights, duplication rights, modification rights, and exploitation rights are reserved to Vision ID.

## **§7 Compensation**

The licensee is liable to Vision ID for each and every damage that Vision ID sustains due to a violation of these license regulations. Each single violation of this license agreement results in a claim for compensation of Vision ID. This does not affect further claims of Vision ID.

## **§8 Duration of the agreement**

The agreement is concluded for an undefined period of time.

By violating the provisions about copyright and other restrictions according to this agreement, the licensee is no longer entitled to use Vision ID's Software and its accompanying items. In this case the licensee is obligated to resend original discs and all copies of data carriers and to erase completely and ultimately all data from the licensee's computer established by means of Vision ID's Software.

The observance of this agreement is conditional for the legal use of the Software and its accompanying items. In case of intentional violation of any obligation stipulated in this agreement by the licensee, Vision ID is entitled to terminate this agreement extraordinarily and immediately.

## **§9 Warranty and Liability**

Provided that Vision ID is the supplier and seller of the data carriers on which the software is recorded, Vision ID is liable to the licensee for that the data carriers are fault-free in material under normal operating conditions at the time of the handing over. If the licensee received the software by means of electronic data transfer, Vision ID cannot guarantee the fault-free transfer of the data.

If the data carriers are defective, the purchaser can request a replacement within 6 months after delivery. If such a defect cannot be fixed by replacement within a reasonable time, the licensee can choose to demand either price reduction or cancellation of the contract. A reasonable time frame is at least 8 weeks.

The licensee is also entitled to cancel the contract, if the software is not basically usable as defined in §1 of this agreement. Any further liability of Vision ID concerning software integrity is excluded. Vision ID is especially not liable for the software not fulfilling the requirements and applications of the purchaser or not working together with the hardware combination and additional software chosen by the purchaser.

A liability of Vision ID for damages to the licensee is excluded. Exempt are hereby damages caused by intention or gross negligence of Vision ID. If the licensee is a merchant, liability for gross negligence is also excluded. Consequential damages are also excluded from liability. If, in individual cases, Vision ID assured a special feature, the liability for this assurance does not include consequential damages that are not covered by the assurance.

## **§10 Miscellaneous Agreements**

This Agreement constitutes the entire understanding of the subject matter between the parties. Subsidiary agreements have not been concluded.

Supplements and amendments of this Agreement must be made in writing; a waiver of the requirement of the written form must also be made in writing.

If any stipulation of this Agreement should be or become invalid, in whole or in part, this shall not affect the validity of the remaining stipulations. The invalid stipulation shall be deemed to be replaced by the parties with a valid regulation which comes as close as possible to the commercially desired purpose originally intended for the ineffective provision; the same shall apply in the case of a lacuna.

This Agreement shall be governed and construed by the laws of the Federal Republic of Germany and the UN Convention on the International Sale of Goods (CISG) shall not apply.

The exclusive place of jurisdiction with respect to all disputes based on or in connection with this Agreement shall be Passau. Vision ID can bring an action against the licensee at his general place of jurisdiction.