

Additional Conditions for the Licencing of Software Products from TRACTO-TECHNIK GmbH & Co. KG

1. Area of Application

The additional conditions below regarding the licencing of software products from TRACTO-TECHNIK GmbH & Co. KG - henceforth called only "TT" or "Licencer" apply to the licencing of software products which **are supplementary to the general terms of sales and delivery of TT**. In addition, the terms of sales and delivery of TT respectively apply.

2. Licence

The software is licenced, not sold. TT grants to the licensee a non-exclusive right of use to the software with no temporal or territorial restrictions. The relevant documentation is authoritative regarding the composition of the software. The agreed utilisation of the software is based on the functionality and product descriptions. The right of use is restricted to the following utilisations:

- 2.1** The licensee is authorised to install the software and to use it as agreed and to take backup copies in conformity with the guidelines of the usual system security policies in his organisation.
- 2.2** In accordance with Clause 7 of the general terms of sale and delivery, the licensee has to inform TT in writing immediately of the occurrence of any (software) fault and to allow TT an appropriate time-period in which to correct it. A fault only exists if the software features deviate considerably from the description in the documentation or if the software can not be utilised as agreed.

3. Reverse Engineering

The licensee is not authorised in any way using whatever means to carry out any reverse engineering of the computer programme to previous stages of development e.g. source code, reverse analysis, regression development, decompiling or disassembling.

4. Transfer to Third-Parties

It is not admissible to make the software available or accessible to third parties.

5. Installation and Maintenance

The licensee is responsible for the installation of the software. TT will only undertake the installation when this has been expressly agreed. It is incumbent on the licensee in every case to make available the necessary system requirements for a smooth installation procedure.

6. Liability

Supplementary to the liability clauses in the general terms of sale and delivery, TT does not assume any liability if the licensee could have prevented the onset of a defect though his deployment of reasonable programme and data security measures. **The licensee has the obligation** to test the software for lack of faults and applicability before he starts to utilise it operationally.

(Lennestadt 01/07)