



License Conditions

The following license conditions apply to the use of the software in the equipment, or to the use of the software in and/or supplied with the equipment of **LAP of America Laser Applications, L.L.C.**, a Florida limited liability company (hereinafter referred to as “**Program**”):

- (1) In these license conditions, the following terms shall be interpreted as indicated:
 - (a) “Licensor” means LAP of America Laser Applications, L.L.C.
 - (b) “licensor” means any party that grants a license to LAP/the Licensor to use or license/sublicense the Program.
 - (c) “Third-Party Software” means software other than the Program that has been delivered together with the Program and/or the Equipment of LAP.
 - (d) “User” means i) a contractual partner of LAP to whom the use of the Program is granted by these license conditions and/or ii) a person or entity to which the use of the Program has been granted by means of sublicensing (end user) by authorized users as described under i) according to these license conditions.
 - (e) “Pass on the Program”: any means of transferring the Program to a third party other than User, including but not limited to by handing out a copy of the Program, granting access or use in any way to the Program, granting the possibility to download the Program, etc.
 - (f) “Procurement risk” means assumption of all risks of potential loss or damages to a product in the process of providing the product until the delivery to the customer, especially the risk for the fulfilment of demands, supply and performance risks and the risk during transportation as well as storage risks etc.
- (2) **LAP of America Laser Applications, L.L.C.** (hereinafter referred to as “**Licensor**” or “**LAP**”) or its licensors exclusively shall have all rights of use to the Program.



- (3) The Licensor shall grant the User the non-exclusive right to use and copy the Program provided in the object code if the respective copy is required to use the Program. A required copy includes in particular the installation of the Program from the original data carrier to the mass storage device of LAP's hardware product used as well as the loading of the Program into its random access memory. Furthermore, the User may use the Program only to the extent stipulated in the contract.
- (4) The User may make a copy for backup purposes. However, in principle only one single backup copy may be made and kept. This backup copy must be identified as backup copy of the Program provided.
- (5) The User shall be obliged to prevent unauthorised access to the Program by third parties by taking appropriate precautionary measures. Original data carriers supplied and the backup copies must be kept in a secure location protected from unauthorised access by third parties. The User shall specifically instruct its employees to comply with the foregoing contractual conditions and the provisions of the United States Copyright Law.
- (6) Unless otherwise permitted under paragraph (4) above, the User may not make any further copies, and this shall also include the printing of the Program code.
- (7) The User may only modify and extend the Program, if this is expressly permitted by law or is agreed contractually with LAP as Licensor. The Licensor draws attention to the fact that even minor modifications can result in significant, unforeseeable faults in the running of the Program and other Third-party software. The User is therefore specifically warned against making any unauthorised modifications to the Program; the User shall bear the risk alone.
- (8) If it is legally admissible to decompile the Program, before decompiling the Program, the User shall request the Licensor in writing, setting an appropriate time limit, to provide the information and documents required to achieve interoperability. Only after expiration of the time limit without result the User shall have the right to decompile. Before calling in a third party, the User shall provide the Licensor with a written statement from the third party that this third party gives an undertaking directly to the Licensor to comply with the stipulations in § 4 to § 7.



- (9) The User shall in principle only have the rights to third-party software supplied which are required to use it together with the Program. This shall not in principle include any right to adapt or Pass on the Program. The use of third-party software shall furthermore be governed exclusively by the licence conditions / conditions of use of the respective licensor which shall be provided by the licensor on behalf of the licensor.
- (10) The User may use the Program on any LAP hardware available to the User. If the User, however, changes the hardware, the User must delete the Program from the hardware hitherto used.
- (11) The User may make the Program available to a third party only if the User waives its own use of the Program uniformly, completely and finally, and the Program is only to be used on LAP hardware. By passing on the Program, the old User's right to use the Program shall expire. The Program may not be rented.
- (12) The written consent of the Licensor shall in any case be required to Pass on the Program. The Licensor shall give its consent if the User submits a written declaration by the new User stating that the new User gives an undertaking to the Licensor to comply with the conditions agreed for using and passing on the Program, and if the User warrants to the Licensor in writing that the User shall Pass on all the original copies of the Program to the third party, and that it has deleted all copies the User has made itself, subject to paragraph (4) hereto. The Licensor can refuse its consent if the use of the Program by the new User conflicts with its legitimate interests.
- (13) The User may not make the Program available to third parties if there are reasonable grounds to suspect that the third party will violate the contractual conditions, in particular will make unauthorised copies. This shall also apply to the User's employees.
- (14) The User shall be obliged in any case, if the Program is passed on, to notify the Licensor immediately of its intention to Pass on the Program and to inform the Licensor of the name and full address of the buyer in writing.
- (15) The liability of the Licensor shall be unlimited for damages caused with intent or by gross negligence of legal representatives or executives of the Licensor



and for personal injury i.e. for injury to life, limb or health, where a guarantee or Procurement risk is given. Furthermore, the following shall apply:

- (a) In the case of damages caused with intent or by gross negligence of ordinary vicarious agents of the Licensor, the liability of the Licensor shall be limited to the damages which were typical and foreseeable when the contract was concluded. Furthermore, liability for damages caused by slight negligence shall be excluded unless a material contractual obligation is violated. *“Material contractual obligations”* are obligations that protect the legal positions of the User which are material to the contract and which have to be granted to the User under the contract in terms of subject matter and purpose. Material contractual obligations are also obligations whose fulfilment makes the due performance of the contract possible in the first place, where the User regularly relies on and may rely on compliance with such obligations.
- (b) In the case of violation of a material contractual obligation due to negligence, liability to compensate shall also be limited to typical and foreseeable damage. Apart from this, liability for damages caused by negligence shall be excluded in the case of violation of other obligations.
- (c) In the event of data being lost or destroyed, the Licensor shall be liable under this liability regime only if the Licensor has caused the destruction with intent, gross negligence or as a result of a violation of a material contractual obligation, and the User has at the same time ensured that the destroyed data, which is kept in machine-readable form, can be reconstructed from the data material at reasonable expense.
- (d) The liability of the Licensor for each individual case of damage shall be limited to maximum liability coverage of USD 500,000.00. This shall not apply if LAP is culpable of fraudulent intent, intent or gross negligence, to claims due to injury to life, limb or health and in the case of a claim arising from tort or an express additional guarantee or assumption of a Procurement risk or in cases of different higher liability coverage prescribed by law.
- (e) The above stipulations on the limitation of liability shall also apply for the benefit of the Licensor’s employees.



- (f) The burden of proof shall not be reversed by reason of the above terms and provisions.
- (16) If a third party makes justified claims due to the violation of property rights by the Program, LAP shall be liable to the User as follows, whereby the stipulation of paragraph (15) shall not be affected:
- LAP shall first at its option try at LAP's expense either to obtain a right of use for the deliveries in question or modify the Program while complying with the characteristics agreed under the contract so that the property right is not infringed, or exchange the Program. If LAP cannot do so on reasonable conditions, the User shall be entitled to its legal rights which shall be limited by the stipulations in paragraph (15).
 - The User shall, in the event of infringement of property rights by the Program only be entitled to rights if it gives LAP written notification immediately about the claims asserted by third parties, does not admit any infringement and all defensive measures and settlement negotiations are reserved for LAP.
 - If the User stops using the Program for reasons of damage mitigation or other good cause, the User shall be obliged to advise the third party that cessation of use is not deemed to be an acknowledgement of a property right infringement.
 - If an appeal is filed by third parties against the User for infringement of property rights resulting from the use of the Program licensed by LAP, the User undertakes to notify LAP immediately and to give LAP the opportunity to participate in any legal action. The User must support LAP in every way in conducting such legal action. The User must not take any action which could impair LAP's legal position.

The User's claims shall be excluded if the User is responsible for infringement of a property right. The User's claims shall also be excluded if the infringement of the property right is due to an application which LAP could not foresee or is caused by the Program being modified by the User, or used with products LAP did not deliver, if the infringement of the property rights is based on this.



- (17) Claims by the User for damage from this contractual relationship may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period. This shall not apply, if LAP is culpable of fraudulent intent, intent or gross negligence, to claims due to injury to life, limb or health, and in the case of a claim arising from tort or an express additional guarantee or assumption of a Procurement risk.
- (18) These Licence Conditions are governed exclusively by the law of the State of Florida, United States of America and the courts of the State of Florida shall have exclusive jurisdiction to determine any disputes, which may arise out of, under, or in connection with this Agreement.
- (19) Place of performance and legal venue is the location of the Licensor's registered office.