



License Conditions of LAP Laser Applications Asia Pacific Pte. Ltd.

Status May 2017

The following licence 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 Laser Applications Asia Pacific Pte. Ltd.** (hereinafter referred to as "**Program**"):

1. **LAP Laser Applications Asia Pacific Pte. Ltd.** (hereinafter referred to as "**Licensor**" or "**LAP**") or its licensors exclusively shall have all rights of use to the Program.
2. The Licensor shall grant to 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 applicable agreement under which the Program has been provided or supplied by LAP to the user.
3. The user may make a copy for backup purposes. However, only one single backup copy may be made and kept. This backup copy must be identified as backup copy of the Program provided.
4. 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 Copyright Act (Chapter 63) of Singapore.
5. The user may not make any further copies, and this shall also include the printing of the program code.
6. The user may only adapt, modify and extend the Program, if this is expressly permitted by law or is agreed contractually with LAP as Licensor. The user acknowledges that even minor modifications can result in significant, unforeseeable faults in the running of the Program and other software. The user is therefore specifically warned against making any unauthorised modifications to the Program. In the event that the user modifies the Program, the user shall bear all risks arising therefrom alone and any warranties given by the Licensor in respect of the Program shall be void.
7. If it is a legal requirement that the user be allowed to decompile the Program, the following shall apply: before decompiling the Program, the user shall send a written request to the Licensor setting an appropriate time limit for the Licensor to provide the information and documents required to achieve interoperability. Only after the expiry of the time limit without any requests being met by the user, shall the user have the right to decompile the Program.
8. The user shall only have the rights to third-party software supplied which are required in order to use it together with the Program. This shall not 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 may be provided by the Licensor on behalf of the licensor.
9. 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 software from the hardware hitherto used.
10. 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 or otherwise sub-licensed to any third party.
11. 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 software, 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. The Licensor can refuse its consent if the use of the Program by the new user conflicts with its legitimate interests.
12. The user may not make the Program available to third parties if there are reasonable grounds to suspect that the third party may violate the contractual conditions, in particular will make unauthorised copies. This shall also apply to the user's employees.
13. 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.
14. The liability of the Licensor shall be limited to the extent permitted by the applicable laws. Furthermore, the following shall apply:
 - In no event shall the Licensor, under any circumstance, be liable to anyone for indirect, incidental, special, consequential or exemplary damages of any kind, including, but not limited to, any lost profits, goodwill, business and/or savings, however caused, whether for breach or repudiation of contract, tort, breach of warranty, negligence, or otherwise, whether or not the Licensor was advised of the possibility of such loss or damages.
 - 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 Licensee 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.
 - The liability of the Licensor shall be limited to a maximum liability coverage of SGD 500,000.00, unless otherwise prescribed by the applicable laws.
 - The above stipulations on the limitation of liability shall also apply for the benefit of the Licensor's employees.
15. If a third party makes justified claims due to the violation of intellectual property rights by the contract software, LAP shall be liable to the Licensee as follows, whereby the provisions stipulated in para. 14 shall not be affected:
 - LAP shall first at its option attempt, at LAP's expense, either to obtain a right of use for the deliveries in question or modify the licensed software while complying with the characteristics agreed under the contract so that the intellectual property right is not infringed, or exchange the software. If LAP is unable to do so due to reasonable conditions, the Licensee shall be entitled to its legal rights which shall be limited by the stipulations in para. (14).
 - The Licensee shall, in the event of infringement of intellectual property rights by the licensed software, 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 Licensee stops using the software for the purposes of minimising or mitigating damage or other good cause, the Licensee shall be obliged to advise the third party that cessation of use is not deemed to be an acknowledgement of an intellectual property right infringement.
 - If an appeal is filed by third parties against the Licensee for infringement of intellectual property rights resulting from the use of the contractual software licensed by LAP, the Licensee undertakes to notify LAP immediately and to give LAP the opportunity to participate in any legal action. The Licensee must support LAP in every way in conducting such legal action. The Licensee must not take any action which could impair LAP's legal position.

The Licensee's claims shall be excluded if the Licensee is responsible for infringement of an intellectual property right. The Licensee's claims shall also be excluded if the infringement of the intellectual property right is due to the Licensee's special instructions, an application which LAP could not foresee or is caused by the software being modified by the Licensee, or used with products LAP did not deliver.
16. Claims by the Licensee for damages arising from this contractual relationship may only be asserted within a period of one year from the date that the right to claim damages accrues. 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.
17. These Licence Conditions are governed exclusively by the law of the Singapore, without regard to principles of conflict of laws and in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the Licensee hereby submits to the non-exclusive jurisdiction of the courts of Singapore.
18. Place of performance is, unless otherwise agreed between the parties, the location of the Licensor's registered office.

Singapore, May 2017

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