

The provisions of this General Licensing agreement are the legally binding basis for the licensing of software solutions by OrangeApps GmbH and apply to natural and legal persons (hereinafter called "licensee").

By placing an order, the licensee accepts the terms of this General Licensing agreement as valid.

1 DEFINITIONS

1.1 Components

- 1 A software component is a unit with assured interfaces and can be used independently or incorporated into software programs.

1.2 Solutions

- 1 A Solution is a software program that integrates multiple components into a standalone software. Solutions are typically used by end users, integrators and IT managers.

1.3 Installation, operating system

- 1 An operating system is a necessary condition for the operation of the installed software. Examples of operating systems are Windows XP, Windows 7 or Windows 8, and the specific operating systems for industrial robots.
- 2 An installation of an operating system is running on one or more physical or virtual machines.
- 3 The operation of the licensed software on one installation of an operating system counts as one (1) installation.

1.4 License types, Throughput

- 1 The license type determines the type of use of the software. Examples of types of licenses are license per installation and license by throughput. The measure of the use of software can be bound to a throughput.
- 2 The use of the software can be bound to a place or an object. Example is the use of software on a computer with a unique serial number.

1.5 Development License

- 1 A development license is required for each workplace of a developer.
- 2 A development license may be limited in time.

1.6 Runtime License

- 1 A runtime license is required for production use. The rights of usage and the price of the license will depend on the license type listed in the invoice document.
- 2 A runtime license may be limited in time.

1.7 Test License (runtime license for Test System)

- 1 A trial license is for the use of software designed to test environments to verify the integration and compliance with the necessary requirements of the customer.
- 2 A trial license may be limited in time.

1.8 Evaluation License

- 1 An evaluation license allows the verification of the functionality of the software to be licensed.
- 2 An evaluation license may be limited in time.

2 CONTRACT

2.1 Scope of License

- 1 Orange Apps GmbH grants the licensee under the terms of this agreement a non-exclusive, non-transferable right to use the licensed software for their own use. No other use of the licensed

software is allowed as provided for in this agreement, unless the Orange Apps GmbH has expressly authorized in writing.

- 2 The licensed software may only be used by the licensee authorized persons and authorized persons associated with the licensee's end-user.
- 3 The sale or any other, not in the scope of the license provided use of the licensed software is expressly prohibited.
- 4 The maximum number of copies that may be used by the licensee is limited by the number of purchased licenses in accordance with the invoice document issued by the Orange Apps GmbH.
- 5 The licensed software is limited to a specific operating system such as Windows, Mac OS / X, and Linux. This restriction is listed with the exact name of the licensed software in the invoice document.

2.2 Private Use

- 1 The use of the licensed software and - depending on the license type - the integration of the licensed software into licensee's applications for the licensee's own use is permitted within the scope of the license purchased.

3 LICENSE USAGE

3.1 Runtime License

- 1 A runtime license without time limitation gives the licensee the right to use the licensed software on one (1) operating system installation indefinitely.
- 2 A fixed term runtime license gives the licensee the right to use the licensed software on one (1) operating system installation until the end of the term. The expiration of the term is clear from the invoice document or the license documentation.
- 3 The right of use from the acquisition of a runtime license entitles the licensee to a corresponding throughput. The throughput acquired in conjunction with the run-time license is shown on the invoice. In case no throughput is defined in the invoice document, the licensed software may be used with an unlimited throughput.

3.2 Trial License

- 1 A trial license without time limitation gives the licensee the right to use the licensed software on one (1) operating system installation indefinitely.
- 2 A fixed term trial license gives the licensee the right to use the licensed software on one (1) operating system installation until the end of the term. The expiration of the term is clear from the invoice or license documentation.
- 3 The right of use from the acquisition of a trial license entitles the licensee to a corresponding throughput. The throughput acquired in conjunction with the run-time license is shown on the invoice. In case no throughput is defined in the invoice document, the licensed software may be used with an unlimited throughput.

3.3 Evaluation License

- 1 An evaluation license may not be used for development, for testing purposes, the productive use or any purpose other than the evaluation. It is free and valid for 30 days after download. Dates or results generated with an evaluation license are usually marked accordingly (watermark).

3.4 OEM License

- 2 An OEM license is required in the event the licensed software is integrated in a software product of the OEM partner that is used productively by its customers. An OEM license consists of a development license and runtime license.
- 3 The type and price of the development and run-time licenses are defined in the agreement with the OEM partner.
- 4 Copying and distribution of his, advanced with the licensed software, application to end users by the licensee is permitted under the OEM agreement.

3.5 Audit

- 1 Orange Apps GmbH is entitled to conduct a check of the use of the licensed software as part of a formal audit. In case of a formal audit, Orange Apps GmbH is required to notify in writing the licensee at least 5 working days in advance. This audit may be conducted by the Orange Apps GmbH itself or by an authorized representative of the Orange Apps GmbH. In case that a formal audit establishes that the licensee does not hold the correct license(s), he is required to order a correct license within 10 days and to pay all outstanding charges.

4 INTELLECTUAL PROPERTY

4.1 Principle

- 1 Licensee acknowledges and agrees that the licensed software contains valuable trade secrets and confidential information belonging to the property of the Orange Apps GmbH. The licensee declares that it will not operate, sell, copy, grant licenses to use, pass down or otherwise use the licensed software, parts thereof or the license key in any way that is not in conformity with the provisions of this agreement.

4.2 Prohibition of reverse Engineering and/or reverse Translation

- 1 Reverse engineering and/or or reverse translation of the licensed software as well as the attempt to do so is prohibited. The licensee may not authorize or support such activity or allow others to do so.

4.3 Liability of the Licensee

- 1 The licensee is against Orange Apps GmbH liable for all damages directly or indirectly suffered by the Orange Apps GmbH caused by the unauthorized disclosure of trade secrets and confidential information. In addition, the Licensee agrees that Orange Apps GmbH is entitled to prevent the disclosure of trade secrets and confidential information and unauthorized use of the licensed software with all its available resources.

5 WARRANTY AND LIABILITY

5.1 Right to Remedy for Defects

- 1 Orange Apps GmbH confirms that, at the time of licensing, the programs provided are the most recent valid and tested version. If during the use of the unchanged programs on a suitable platform considerable defects appear within thirty (30) days after receipt of payment of the license fee for the first use of the licensed software, the licensee has the right to require a patch.

- 2 Further payments of license fees explicitly do not extend or restart the period fixed for the right for remedy.

5.2 Return Policy

- 1 If the program contains unacceptable defects, especially if it is not capable of performing fundamental tasks, features and benefits to meet, as they promised or provided for the correct use, Licensee may return the program, associated hardware and documentation for a refund of the license fee. In case of a return, he must confirm in writing that he has deleted all copies of the program and ceased to use the program. Orange Apps GmbH is entitled to investigate this issue locally.
- 2 The right of return expires three (3) months after the receipt of the license fee for the first use of the licensed software.
- 3 Further payments of license fees explicitly do not extend or restart the period fixed for the right for return.

5.3 Indemnity in Software Modifications

- 1 Orange Apps GmbH is not responsible for the enforcement of all claims for patent and intellectual property rights, which arise from a modified or mixed with other software components version of the licensed software.
- 2 The licensee holds harmless Orange Apps GmbH for damages and liability arising from the amendment or mixing of the licensed software with other software components.

5.4 Limitation of Liability

- 1 Orange Apps GmbH is not liable for the results produced with the licensed software.
- 2 Orange Apps GmbH is only liable for intentional or grossly negligent consequential damages caused by the operation of the licensed software containing defects. Indirect, non-typical, incidental or consequential damages arising from use of the software product or the fact that the software product could not be used, especially lost profits, lost savings, any other financial loss of the customer, business interruption, loss of data or similar are not subject to liability of Orange Apps GmbH. The liability of Orange Apps GmbH regarding the software has been settled in this contract.
- 3 The maximum liability of Orange Apps GmbH against the licensee for all claims is limited to the amount of license fees paid by the licensee to Orange Apps GmbH.
- 4 Any other warranty and liability, either explicitly regulated by law or derived from the law, in particular these include merchantability, fitness for a particular purpose, or the assurance that no rights of third parties are violated, is excluded and the licensee explicitly expresses his abandonment hereupon.
- 5 Furthermore, the licensee and the user is responsible for the selection of software and hardware, for installation and use, expected results, data protection and backup.

6 MAINTENANCE

6.1 Principle

- 1 The license fee includes the right for maintenance services, technical support and the use of new versions of the software for a period of thirty (30) days from the date of receipt of the license fee.
- 2 For selected software a more extensive maintenance service is available. For which software this service is offered is exclusively defined by OrangeApps GmbH and can be seen on the websites of OrangeApps GmbH (www.orangeapps.de).

6.2 Technical Support

- 1 The technical support is about answering questions via electronic mail 8:00 to 16:00 UTC to support@orangeapps.de, Monday through Friday, and is limited to the recording of reported errors, clarifying whether the error was caused by the licensed software and providing assistance in finding workarounds and the delivery of corrected versions of licensed software, provided it caused the error.

- 2 Technical support will be granted if the error on a computer of the Orange Apps GmbH is understandable and if the licensed software was not changed. Training is not included in the maintenance services.
- 3 Support and maintenance services are provided by Orange Apps GmbH to a maximum of two persons authorized by the licensee.

6.3 Extraordinary Termination of Maintenance Performance

- 1 Orange Apps GmbH can at any time interrupt or discontinue the provision of maintenance services, if the licensee does not fulfill its obligations such as payment of the license or maintenance fees or other contractual obligations.

7 PRIVACY

- 1 The Licensee has been informed and upon ordering, EXPLICITLY AUTHORIZES OrangeApps GmbH that personal information such as name, first name, address(es) for billing, installation and delivery, telephone numbers, email addresses, bank details, as well as features to identify the user, information about the beginning and the end, as well as the scope of use might be collected by Orange Apps GmbH and be used, possibly also in transnational communication, for the purposes of order processing and supply improvement.

8 BEGINNING, CHANGE AND TIME

- 1 These general licensing conditions come into effect on April 1st, 2013. They shall apply to all contractual relationships that come into being in accordance with the law as of the date of legal validity.
- 2 OrangeApps GmbH is entitled to amend the general licensing conditions at any time. However, such amendments shall only apply to contractual relationships that come into being after the amendment is implemented.
- 3 The general licensing conditions shall apply in full from the day of legal validity until replaced by updated general licensing conditions.

9 SEVERANCE CLAUSE

- 1 If a provision of this agreement by a court of competent jurisdiction is declared to be invalid, this has no influence on the validity of the remaining agreement.
- 2 Instead of the invalid provision a provision shall apply which comes closest to the meaning of the original provision.

10 COMPONENTS OF THE AGREEMENT

- 1 The issued invoice by Orange Apps GmbH is an integral part of this agreement and specifies the licensed software, the licensed version of the software, the name and location of the licensee and the amount of the license fee.
- 2 These General Terms and Conditions and all documents referred to herein expressly constitute the entire agreement between the licensor and licensee of the subject matter and supersede all prior or contemporaneous agreements, understandings, negotiations and discussions between the parties.

11 Revocation

- 1 If the licensee violates a fundamental provision of this agreement, Orange Apps GmbH has the right to revoke licensee's right to use the licensed software by sole discretion.

12 Other

- 1 The licensee assures when using the software to follow applicable law and all applicable laws, ordinances and regulations.
- 2 Any waiver of strict compliance with this agreement shall be in writing and must be signed by the Orange Apps GmbH. Such a change does not affect other provisions of this agreement.

13 GOVERNING LAW AND JURISDICTION

- 1 This agreement is governed by the law of the Federal Republic of Germany.
- 2 The jurisdiction for lawsuits or actions against the Orange Apps GmbH is exclusively 87435 Kempten, Germany.

Orange Apps GmbH
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