

NOTE

Please read the following license agreement thoroughly. If you install or use I.R.I.S. software, you agree with all terms of this agreement. If you disagree with this agreement, you may not install and not use the software.

Preamble

Licensee (hereinafter referred to as "LN") received one or more I.R.I.S. software product(s) (hereinafter called "software"), with regard to that, he enters into this agreement with I.R.I.S. AG, Heussstraße 23, 52078 Aachen, Germany, and is obliged to observe the following terms.

§ 1 - Subject matter of this agreement

1.1 The software is owned by I.R.I.S. .. and is protected by German copyright laws, international treaty provisions and other applicable national laws. The software is to be treated as copyrighted material.

1.2 LR.LS. shall provide a single copy of the software in machine-readable form (object program) to LN on a data medium, together with the accompanying material.

§ 2 - Grant of Licence

2.1 LR.LS. grants a non-exclusive, non-transferable right to use one copy of the software on one computer at a time .. If LN has acquired multiple licences he may use as many copies of the software as he has licences.

2.2 It is not allowed to copy the software, except for installing one copy to use and for backup purposes.

2.3 LN may neither decompile or disassemble the software nor patch, modify or change the software nor transfer, distribute, hire out or lease the software to a third party.

§ 3 - Warranty

3.1 The parties to the contract agree that it is not possible to develop EDP programs which are free from defects under all conditions of application. However, LR.LS. does not warrant that the use of the software will be uninterrupted or that the use will be error free ..

3.2 LR.LS. warrants that the software does not contain defects, which eliminate or considerably reduce their suitability for the purpose in the operating instructions, which outline the software's capabilities.

3.3 The warranty obligation shall terminate upon expiration of the warranty time limit. This shall be one (1) year, for non-merchants two (2) years from receipt. 3-4 In order not to forfeit claims, LN is obliged to notify I.R.I.S. immediately in writing in respect of any defects, which appear, and to describe *the* defects. Furthermore, he must make available to I.R.I.S. verifiable documents regarding how and in what way the defect occurred, he must cooperate in localizing the defect and finally, he must support [I.R.I.S. .. to a reasonable extent in curing the defect.

3.5 The warranty does not cover defects caused by deviations from the operating conditions provided for the program and detailed in the capabilities' description. In particular, no warranty is made for errors and disturbances, which are caused through operating mistakes or the EDP system. LN is obliged to follow operating instructions of the software.

§ 4 - Limitation of liability

4.1 LR.LS. will be only liable for damages caused by intent or gross negligence. In case of slight negligence I.R.I.S. will be liable solely in case of the violation of essential contractual duties. LR.I.S.'s liability is restricted to the typical damage that can reasonably be foreseen at the time of signing the agreement. All claims for consequential damages are excluded.

4.2 The foregoing provisions apply to all kinds of damage claims except in case of breach of cardinal duties, hurt of life, body or health.

4.3 Any claims of damage by the LN on the basis of the product liability law remain unaffected.

4-4 LN is obliged to protect data suitable and regularly. In the event that data are lost, he must ensure that the data can be reconstructed without unreasonable expenditure,

§ 5- Contractual penalty

5.1 For each case of culpable, substantial infringement of this agreement, LN submits to a contractual penalty in the amount of 50.000 EUR. This does not affect the assertion of damage claims suffered by I.R.I.S. ..

§ 6 - Termination

6.1 LN can terminate this agreement at any time by irreversible deinstallation and destroying the software under surrender of use under. I.R.I.S. is entitled to terminate this agreement if LN fails to comply with its terms and conditions. LN then shall irreversibly deinstall and destroy the software,

§ 7- General

7.1 Insofar as this licensing agreement does not contain any other rulings, the General Terms and Conditions of Business of LR.LS. apply as a supplement in its actual valid version. These terms will be sent to you on request.

7.2 The agreement is subject to German law excluding the United Nations Convention on Contracts for the International Sales of Goods .. Court of arbitration is the court, in whose jurisdiction the seat of I.R.I.S. is located ..

7.3 The invalidity or ineffectiveness of one of the provisions of this agreement does not result in the invalidity or ineffectiveness of the entire agreement. Rather, the contracting parties undertake to replace such a provision by one, which fulfils the economic purpose of the agreement run the same way.

7.4 Modifications and additions to the agreement must be made in writing and expressly marked as such.

I.R.I.S. ENDUSER LICENSE AGREEMENT
(EULA) Release i.1-11/2010