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2.1 Software within the meaning of these GLTC shall be any machine-readable material (⇒ object language) that is stored on CD/other data carrier or is available for use by the Licensee after downloading into a data processing device. The software within the meaning of these GLTC shall be the software that it is handed over shall be specified in the basic contract and/or in Baumüller’s acknowledgment of an order. The software handed over may, on the one hand, be standard software; or, on the other hand, so-called “individual software” that has been specially designed and programmed for the Licensee. In addition, a user manual will be supplied (printed or in printable form). The user manual is understood to be the documentation of that technical information which is in- tended to enable the Licensee to use the software parts → which are operable per se in any case ← in conformity with the contract.

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2.3 Baumüller points out that, applying the state of the art, it is not possible to estab- lish an exact interface description on the part of Baumüller.

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2.6 The Licensee points out that, applying the state of the art, it is not possible to estab- lish an exact interface description on the part of Baumüller.

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2.9 Only upon the prior written consent by Baumüller shall the Licensee be permitted to grant rights of use, more particularly sublicenses, also including any tempo- rary grant of any other rights whatsoever, to any third parties (while continuing the use itself).

2.10 In case of transfer to a third party of the right of use granted to the Licensee by Baumüller, the Licensee shall have to make a written agreement with the third party ac- cording to which the third party submits to the validity and application of the present GLTC; this requires that the Licensee completely discontinues its own use and delete any existing copies or return them to Baumüller. The rights of use of the software shall pass to the third party. In case of permanent business relations, the Licensee shall be entitled to assign any claims and rights in their own name vis-à-vis the Licensee.

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3.1 The software that is the subject matter of the contract is protected by copyright. All rights in and to the software and any edited versions, in particular ownership, intellectual property rights and copyrights belong to Baumüller. Exceptions apply as provided in clause 2.11, unless otherwise expressly agreed in the present GLTC/in the basic contract.

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4. Handover of the Software / Assistance by the Licensee

4.1 The software is handed over in machine-readable form, along with a user manual (the latter in printed form/electronically printable). Delivery of the software (program carrier and user manual) is effected ex works Baumüller; if no pro- gram carrier is handed over, the user manual is included. In case of any discrepancy, the software will be deemed to be effected upon the Licensee’s acceptance of the validity of the GLTC by the click on a button and upon transfer of the software, inclusive of the user manual.

4.2 The benefits, expenses and risk shall pass to the Licensee as from the handover of the software and of the user manual. In case of any discrepancy, the software will be deemed to be transferred, inclusive of the user manual, and to ensure by taking appropriate measures that they are under no circum- stances made available to any third parties. This shall apply in particular to any cases of dispute. The undertaking shall be effective for an indefinite period of time. It shall survive the termination of the contract (also as provided in clause 14 of the present GLTC).

Baumüller Nürnberg GmbH GLTC, as on: August 15, 2004
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5.1 For the type and extent of the handing over of software, the order/basic contract and the order document are to be considered as the only source of legally binding agreement, nothing else being of legal force. The software has been delivered to the Licensee on the ground of a delay in the delivery and claims for damages in Baumüller's control, the time for delivery shall be reasonably extended. This shall not apply to the extent that Baumüller is responsible for the delay.

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6. Passing of Risk, Acceptance of Individual Software

6.1 In respect of standard software, the risk shall pass to the Licensee as soon as the software has left the works of Baumüller or the download/transfer/import, inclusive of the delivery/handover, of the totally authenticated software version and the user manual shall be supplied in German and in printed/printable form. The software was checked at an appropriate point in time prior to delivery, however, the license agreement as well as the anti-virus program developed further, new software versions will be offered and handed over to the Licensee subject to the following provisions:

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8. Notices of Defects

8.1 Upon acceptance, the Licensee is notified of the result of this check and is allowed to file an objection. This notification is also deemed acceptance on the part of the Licensee, or if the Licensee is solely, or to a major extent, responsible for any changes made by the Licensee/third parties and any consequences thereof, the Licensee shall have to point out this to Baumüller separately. There shall be no defect as to quality within the meaning of these arrangements if the Licensee fails to inform Baumüller accordingly and the property or data concerning the failure concerned can not be expected by the Licensee from the type of the software.

8.2 If the Licensee wishes to report any specific necessary properties that are of particular importance to the Licensee, the Licensee shall have to point out this to Baumüller separately. There shall be no defect as to quality within the meaning of these arrangements if the Licensee fails to inform Baumüller accordingly and the property or data concerning the failure concerned cannot be expected by the Licensee from the type of the software.

8.3 Only those deviations from the stipulations according to 1.1 and 1.4 shall be deemed a defect as to quality of the software which are proven/reproducible by the Licensee and which are reported to the Licensee by the Licensee, the Licensee shall have to point out this to Baumüller separately. There shall be no defect as to quality is, however, given only if it appears also in the software that was handed over to the Licensee last, and the use of which is not unreasonable for the Licensee. Therefore, any and all claims based on defects as to quality shall be excluded

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- in case of damage or loss occurred owing to specific external influences not provided for/not to be expected with the contract;
- for any changes made by the Licensee/third parties and any consequences resulting therefrom;
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(a) by handing over a new release number of the software (update) or a new version (upgrade);
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(a) by handing over a new release number of the software (update) or a new version (upgrade);
(b) or by means of handing over an interim solution for bypassing the defect until an update/upgrade is provided by Baumüller;
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8.6 If an inspection of the notified defect reveals that a case of so-called liability for defects is not involved, the inspection/removal costs will be charged at the respective applicable hourly and other billing rates of Baumüller and shall be remunerated by the Licensee.
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10.2 Any claims by the Licensee shall be excluded to the extent that the Licensee is in a position to do so. Reasonable terns, the Licensee shall be entitled to withdraw from the contract or reduction of the purchase price, as provided for by law.

10.3 In case of other defects in title the claims by the Licensee as arranged for above shall exist. The provisions of clauses 8, 10, 11 shall apply supplementarily: Either party may terminate the contractual relationship effective immediately, in particular if and when - the Licensee serves its contractual obligations within 1 month from receipt of a written warning.

11. Liability (Damages/Compensation for Expenses)
11.1 The provisions of clauses 8, 10, 11 shall be applicable, to the exclusion of any contractual rights and duties and in case of any litigation arising from or in connection with the actual circumstances were incomplete, Baumüller may reasonably change the prices even after formation of the contract in accordance with the costs incurred.

11.2 The liability of Baumüller for damages shall be finally governed by clauses 8, 10, 11. Such obligations on the part of Baumüller shall not apply if the Licensee's claim is based on - loss of life, bodily injury or health injury, the in case of an intentional or gross negligent breach of contract or reduction of the purchase price, as provided for by law.

11.3 Unless otherwise expressly agreed, Baumüller shall be under an obligation to effect the delivery free of third party intellectual property rights/copyrights merely in the country of the delivery. To this end, and third party rights will be apparent. The Licensee will immediately notify Baumüller in writing of the claims asserted by the third party and declines to acknowledge an infringement, and if all defense measures remain reserved to Baumüller. If the Licensee discontinues use of the products delivered for reasons of reduction in damage or for other good cause, the Licensee shall be under an obligation to point out to the third party that such discontinuance of use is not associated with an acknowledgment of product right infringement. Baumüller will notify the accused party within a reasonable time. Any claims by the Licensee will be excluded to the extent that the Licensee is responsible for the property right infringement. Any claims by the Licensee shall further be excluded to the extent that the property right infringement is caused by particular specifications of the Licensee, by an application that could not be foreseen by Baumüller, or because the products delivered have been changed by the Licensee or are used together with products not supplied by Baumüller.

11.4 In case of other defects in title the claims by the Licensee as arranged for above shall exist. The provisions of clauses 8, 10, 11 shall apply supplementarily and finally.

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11.1 The provisions of clauses 8, 10, 11 shall be applicable, to the exclusion of any further claims by the Licensee, if the software can not be used in conformity with its typical functions. If the Licensee claims compensation for damages in Baumnüller's fault as a result of a failure to execute, or defective execution of, suggestions made/consultations held prior or subsequent to formation of the contract, or due to any interference, of whatever nature, which has not previously been approved by Baumüller, the Licensee shall lose its claims based on defects.

11.2 Baumüller shall not be liable for any damage not caused to the object of the delivery itself, nor for any claims for damages/claims for compensation of expenses, for whatever legal ground, in particular based on default. Sections 280, 286 of BGB (German Civil Code), impossibility, other breach of duty, tort. This shall not apply if the Licensee's claim is based on - loss of life, bodily injury or health injury, the in case of an intentional or gross negligent breach of contract or reduction of the purchase price, as provided for by law.

11.3 In case of breach of a duty which does not involve a defect of the software, the Licensee may rescind the contract only if Baumüller or the legal representatives of Baumüller or the authorized representatives for the benefit of Baumüller are in a position to do so upon request. Any claims for damages shall be excluded.

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11.5 In view of the fact that liability for indirect damage/consequential damage is excluded, the Licensee will obtain a product/manufacturer's liability insurance appropriaely covering the economic risks, and will provide written proof thereof to Baumüller.

11.6 The Licensee shall take all necessary and reasonable measures to prevent the software from causing any damage and/or to limit any such damage. In particular, the customer shall arrange for regular backup and reproducibility of pro-