

By downloading or using the software offered by **VISIONcloud**, Proprietor Sascha Schmidt, Güstrower Straße 12b, 17192 Waren in Germany, the Licensee accepts the following terms and conditions of this Licence Agreement. If the licensee does not accept the following terms and conditions, he must remove the software from his systems immediately and completely. The software also includes all the operating instructions, assistance and other documentation.

1. **VISIONcloud** hereby grants the Licensee the non-exclusive and non-transferable right to install and activate the software on workstations, to use it together with his own software, to distribute the software as an integral part of the Licensee's own software without reference to **VISIONcloud**'s copyright, and to make copies of this, insofar as these copies are necessary for the purposes of this Licence.

The Licensee shall not have the right to transfer the right of use to third parties without **VISIONcloud**'s consent or to grant sub-licences. He shall not have the right to inspect the source code of the software and shall not make any attempt to decompile the software or otherwise to obtain knowledge about how it functions. The Licensee recognises the full scope of **VISIONcloud**'s rights in respect of the software. The Licensee shall have no other rights apart from those explicitly granted in this Licence Agreement.

2. In case of violation of any of the above terms and conditions, the Licensee shall be obliged to pay a contractual penalty amounting to 5,000.00 €. The right to demand higher compensation shall not be affected hereby. The Licensee shall have the right to prove a lesser amount of loss or damage.

3. The Licensee shall be obliged to pay a licence fee according to the number of end customers who use the software.

Prices on application.

The Licensee shall be obliged to inform **VISIONcloud** of the number of end customers to whom he has sold the software.

Should the Licensee permit his customer to distribute the software of which JFO is a component, this customer shall also be liable to the payment of a licence fee. The Licensee shall be entitled to pass on this obligation to his customer, but he shall himself stand surety and be directly liable on first demand in respect of this obligation.

4. The Licensee shall not have any right to further-developed versions of the software without additional payment; his claims arising from any deficiencies in the software shall not be affected hereby. **VISIONcloud** shall not be obliged to develop the software further or to provide support. Assistance with installation or use and/or the training of the Licensee's employees shall require a separate agreement.

5. The Licensee is aware that despite thorough testing software may contain errors. He shall not hold **VISIONcloud** liable for any such errors insofar as they are not due to intent or gross negligence, cause physical harm or damage human health, or fall under the Product Liability Act.

6. The software corresponds to the technical state of the art set out on **visioncloud's** homepage. **visioncloud** shall not assume any guarantee that the software meets the requirements of the Licensee or is suitable for the intended purpose. Neither shall any other guarantees be assumed by **visioncloud**.

7. The Licensee hereby undertakes to keep silent about any information concerning the functioning or operation of the software of which he becomes aware as a result of this contractual relationship or through any other use of the software, as well as about any other of **visioncloud's** corporate or business secrets, and to obtain corresponding undertakings from his employees.

8. This Agreement shall come into force at the time of downloading or initial installation of the software on the Licensee's systems. It shall terminate should the Licensee violate his essential obligations arising from this contract or fail to pay the licence fee within 10 days after receiving the invoice.

9. The version of **visioncloud's** General Terms and Conditions that is valid at the time of downloading shall apply. The Licensee hereby declares his acknowledgement of these terms and conditions.

German Law shall apply. Insofar as such an agreement is legally permissible, the place of jurisdiction shall be **visioncloud's** business location. **visioncloud** may also file an action against the Licensee at the Licensee's place of residence.

Any changes or amendments to this contract must be made in writing. This shall also apply to any waiver of the written form requirement.

Should any of the provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The parties hereby undertake to replace the invalid provision with an equivalent valid provision.

10. **visioncloud** shall be entitled to change the provisions of this Licence Agreement without prior notice. This shall explicitly not apply to the scope of the rights granted and the amount of the licence fee. A change to this Licence Agreement shall be deemed to have been accepted if the Licensee does not raise an objection within four weeks after having been able to gain cognizance of it. This is explicitly recognised by the parties as an exception to the clause setting out the written form requirement.