

HILSCHER SOFTWARE LICENSE AGREEMENT FOR CFX TOOLKIT

1. Copyright

This software program (the "Software") is protected under German and international copyright law as well as under international laws and regulations governing commerce and the protection of intellectual property. The Software is provided under a license and is not available for sale. Hilscher retains all ownership rights thereto, including all intellectual property rights. You are granted a non-exclusive license. The images, photographs, and text of the printed materials accompanying it (user manual, accompanying text, documentation, etc.) are protected under copyright and are the property of Hilscher.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so.

2. Disclaimer

Using the Software for military purposes, or utilizing it in applications or systems in which potential Software malfunctions might, as far as it is humanly possible to determine, cause or entail bodily injury or injuries leading to death, is prohibited. If you use the Software in such an environment, you do so at your own risk. The Software is not designed, intended, or licensed for use in

dangerous environments that demand fail-safe control mechanisms. Use of the Software is strictly prohibited in the fields of design, construction, maintenance, or operation of nuclear facilities and of air traffic control or air communications systems, as well as the field of life support or weapons systems. Hilscher disclaims any and all liability for damage or losses resulting from such use of the Software in violation of this provision.

3. Warranty / Liability

The Software was produced and tested by Hilscher with care and is provided to you purely as is. Hilscher cannot make any warranty that the Software is functional or free of errors with regard to all conditions and cases arising in the application thereof, or for the results of work produced when the Software is used by the user. Hilscher cannot guarantee that the Software will meet your requirements, that you will enjoy uninterrupted use thereof, or that the Software is free of errors and defects.

Hilscher makes no further representations or warranties and grants no further provisions or conditions (whether express or implied, arising from a business relationship or customary practice, or derived from statutory, common-law, or other laws and regulations) with regard to the Software's merchantability, freedom from defects in title, suitability for integration or usability for particular purposes, unless such representations, warranties, and/or provisions are stipulated under applicable law and cannot be restricted.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

In all cases of contractual or non-contractual liability, Hilscher shall pay damages only within the following limits:

- a) The liability of the rights holder is limited to intent and gross negligence (§ 521 German Civil Code).
- b) If the law provides for a warranty of the licensor in case of malicious concealment of defects, the statutory provisions shall apply (523, 524 German Civil Code).