

## **License Terms Agreement for Software**

Be sure to carefully read and understand all of the rights and restrictions described in this Software License Terms Agreement (“Agreement”). This Agreement includes three (3) Parts:

- 1) the Software License Terms Agreement
- 2) General Provisions for both the Software License Terms
- 3) a Limited Warranty for the SOFTWARE

This Agreement is a legal agreement between You (either an individual or a single legal entity who will be referred to in this Agreement as “You” and “Your”) and CAB. The applicable CAB Device, is called the “Hardware Device” in this Agreement. “SOFTWARE” means the software supplied by CAB for use with the applicable Hardware Device and includes any associated media (including copies), printed materials and any “online” or electronic documentation or authorized upgrades or supplements from CAB for such software. This Agreement grants You license rights ONLY if the SOFTWARE is genuine CAB-SOFTWARE.

AS DESCRIBED BELOW, YOUR INSTALLATION OF THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION STANDARD COMPUTER INFORMATION LIKE YOUR TCP/IP ADDRESS OVER THE INTERNET.

Reviewing and Retaining the Agreement: Whether You download the SOFTWARE from an authorized web site or You receive it with the Hardware Device, the SOFTWARE will not set up on the Workstation Computer unless or until You agree to this Agreement

Your Agreement. BY CLICKING THE “ACCEPT” OPTION, BY USING THE HARDWARE DEVICE, OR BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU HAVE AGREED TO BE BOUND BY THIS AGREEMENT. Your click of the “accept” option is a symbol of Your signature and Your assent to all parts of this Agreement. If You do not want to agree, do not take any of the above actions.

### **Part 1: SOFTWARE LICENSE and TERMS**

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

GENERAL LICENSE TERMS FOR THE SOFTWARE. This Agreement grants You the following rights:

SOFTWARE INSTALLATION AND USE. Except as otherwise expressly provided in this Agreement, You may only install, use, access, run, or otherwise interact with (“Run”) one copy of the SOFTWARE on a single computer, such as a workstation, terminal, or other digital electronic device (“Workstation Computer”), or Virtual machines for use with the applicable Hardware Device.

**NO CONCURRENT USE.** The SOFTWARE may not be installed, accessed, displayed, run, shared or used concurrently on or from different Computers.

**OPERATING SYSTEM UPGRADES.** The SOFTWARE may contain operating systems components' software upgrades required for proper operation of the SOFTWARE. Any such operating systems' software upgrades are licensed to You under the terms and conditions of the operating system software license or a separate end user license agreement provided with such upgrades, not this Agreement.

**LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**RENTAL.** You may not rent or lease or lend the SOFTWARE.

**SOFTWARE TRANSFER.** You may permanently transfer all of Your rights under this Agreement provided that You retain no copies of the SOFTWARE, You transfer all of the SOFTWARE (including all component parts, the media and printed materials, any upgrades, this Agreement and, if applicable, the Certificate of Authenticity), and the recipient agrees to this Agreement. If the SOFTWARE portion is an upgrade, any transfer must include all prior versions of the SOFTWARE.

**CANCELLATION.** Without prejudice to any other rights, CAB may cancel Your rights under this Agreement if You fail to comply with its terms and conditions. In such event, You must destroy all copies of the SOFTWARE and all of its component parts.

**TRADEMARKS.** This Agreement does not grant You any rights in connection with any trademarks or service marks of CAB or its suppliers.

**SUPPORT SERVICES.** CAB may provide You with support services related to the SOFTWARE and/or Hardware Device ("Support Services"). Use of Support Services is governed by the CAB policies and programs described in the user manual, in "online" documentation, and/or other CAB-provided materials. Any supplemental SOFTWARE code provided to You as a part of Support Services shall be considered part of the SOFTWARE and subject to the terms of this Agreement, except that the Limited Warranty does not apply to Support Services or that supplemental code. With respect to technical information You provide to CAB as part of the Support Services, CAB may use such information for its business purposes, including for product support and development. CAB will not utilize such technical information in a form that personally identifies You.

**RESERVATION OF RIGHTS.** cab technologies retains ownership and all rights to the SOFTWARE and all copies of the SOFTWARE. Any rights not expressly granted are reserved to CAB.

**COPYRIGHT.** All title and intellectual property rights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by CAB or its suppliers. All title and intellectual property rights in and to the content which is not contained in the SOFTWARE but may be accessed through use of the SOFTWARE is the product of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content. Use of any on-line services which may be accessed through the SOFTWARE may be governed by the respective terms of use relating to

such services. If this SOFTWARE contains documentation which is provided only in electronic form, You may print one copy of such electronic documentation. You may not copy the non-electronic materials accompanying the Hardware Device and SOFTWARE. All rights not specifically granted under this Agreement are reserved by CAB and its suppliers.

**EXPORT RESTRICTIONS.** You acknowledge that the SOFTWARE licensed under this Agreement is subject to exports. You agree to comply with all applicable international and national laws that apply to the SOFTWARE.

**STORAGE/NETWORK USE.** You may store or install a copy of the SOFTWARE on a storage device, such as a network server, used only to Run the SOFTWARE on Your other Computers over an internal network; however, You must acquire and dedicate a license for each separate Computer on which the SOFTWARE is Run from the storage device, and each such Computer must use an applicable Hardware Device in conjunction with the SOFTWARE.

**BACK-UP COPY.** After installation of one copy of the SOFTWARE pursuant to this Agreement, You may keep the original media on which the SOFTWARE was provided solely for backup or archival purposes.

**LANGUAGE VERSION SELECTION.** CAB may have elected to provide You with a selection of language versions for one or more of the CAB SOFTWARE licensed under this Agreement.

## **Part 2: GENERAL PROVISIONS**

**APPLICABLE LAW.** If you acquired the SOFTWARE and Hardware Device in the European Union, Iceland, Norway or Switzerland, the law of the country in which you acquired the SOFTWARE and Hardware Device applies. Otherwise, this agreement is governed by the law in France.

**ACTIVATION.** You need your purchase of the SOFTWARE and Hardware Device not register, so that the warranty is valid, but you are required to activate the SOFTWARE. Only authentic computer can activate the software. You may properly follow the installation procedure according to Software user guide. Cab is not liable if the online activation does not take place, nor if delays may arise.

**QUESTIONS.** Should You have any questions concerning this agreement, or if You desire to contact CAB for any reason, please contact your vendor first and if the can't happen visit [www.cab.de](http://www.cab.de).

**DISCLAIMER OF WARRANTIES.** Except for express warranties stated in the Limited Warranty and except for any implied warranties that exist under applicable law and that cannot be disclaimed, YOU AGREE THAT THE SOFTWARE, HARDWARE DEVICE AND ANY SUPPORT SERVICES ARE: (1) PROVIDED AS IS AND WITH ALL FAULTS, AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; and (2) that CAB and its suppliers, affiliates, and agents MAKE NO, AND DISCLAIM ALL OTHER WARRANTIES OF EVERY NATURE, INCLUDING BUT NOT LIMITED TO: ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PURPOSE OR OF SYSTEM INTEGRATION, OR CREATED BY TRADE USAGE OR COURSE OF DEALING; ALL DUTIES OF REASONABLE WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE, and; ANY (IF ANY) IMPLIED OR SIMILAR OBLIGATIONS REGARDING TRANSMISSION, AVAILABILITY, ACCURACY, FUNCTIONALITY OR LACK OF VIRUSES OR HARMFUL CODE. Also, THERE IS NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, HARDWARE DEVICE OR ANY SUPPORT SERVICE OR AGAINST INFRINGEMENT OR THE LIKE.

**EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE FULL EXTENT ALLOWED BY LAW, CAB AND ITS SUPPLIERS, AFFILIATES AND AGENTS ARE NOT LIABLE FOR ANY:

(i) CONSEQUENTIAL OR INCIDENTAL DAMAGES;

(ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR PRIVACY OR CONFIDENTIALITY, ANY INABILITY TO USE ALL OR PART OF THE HARDWARE DEVICE OR SOFTWARE, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF NEGLIGENCE, GOOD FAITH OR OF WORKMANLIKE EFFORT); OR

(iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SOFTWARE, HARDWARE DEVICE OR SUPPORT SERVICES. THE FOREGOING APPLIES EVEN IF CAB OR ANY SUPPLIER, AFFILIATE OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON.

### **PART 3: LIMITED WARRANTY**

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the following limitation or exclusions may not apply to You.

**A. EXCLUSION OF OTHER DAMAGES. TO THE FULL EXTENT ALLOWED BY LAW, CAB AND ITS SUPPLIERS, AFFILIATES AND AGENTS ARE NOT LIABLE FOR ANY:**

(i) CONSEQUENTIAL OR INCIDENTAL DAMAGES;

(ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR PRIVACY OR CONFIDENTIALITY, ANY INABILITY TO USE ALL OR PART OF THE HARDWARE DEVICE OR SOFTWARE, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF NEGLIGENCE, GOOD FAITH OR OF WORKMANLIKE EFFORT); OR

(iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SOFTWARE OR HARDWARE DEVICE. THE FOREGOING APPLIES EVEN IF CAB OR ANY SUPPLIER, AFFILIATE OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON.

**B. EXCLUSIONS FROM COVERAGE.** This Limited Warranty shall not apply and CAB has no liability under this Limited Warranty if the SOFTWARE or Hardware Device:

- is used for commercial purposes (including rental or lease) or purposes beyond the scope of the SOFTWARE license;

- is modified or tampered with;

- is damaged by Acts of God, power surge, misuse, abuse, negligence, accident, wear and tear, mishandling, misapplication, or other causes unrelated to defects in the Hardware Device or the SOFTWARE;

- is damaged by programs, data, viruses, or files, or during shipments or transmissions;

- is not used in accordance with the accompanying documentation and use instructions; or

- is repaired, modified or altered by other than a CAB authorized repair center and the unauthorized center causes or contributes to any defect or damage.

This Limited Warranty does not include any warranty regarding legal rights or abilities, such as any warranty regarding title, quiet enjoyment or lack of infringement.