

NON-EXCLUSIVE LICENSE AGREEMENT

Entered into on the date specified below between

Licensor: CompC
hhhhh
hhngh, 232323
Germany
XX123456
(“Licensor”)

and

Licensee: SloopTools GmbH
Winzerweg 15A
Eisenstadt, 7000
Austria
XX123456
(“Licensee”)

as follows:

- (i) **Software:** AddOn: WinCC OA Notifier
Included in Invoice #258
(„Licensed Software“)
- (ii) **Duration:** Subscription limited to 1 year after purchase
(“Term”)
- (iii) **Geographical Scope:** European Union **(“Territory”)**
- (iv) **Remuneration:** Subscription € 100.00 per Year/License **(“License Fee”)**
- (v) **Transfer of the License:** Permitted
- (vi) **Right to sublicense:** Permitted
- (vii) **Maintenance and Support:** None

The Terms of this License Agreement are specified hereafter and these Terms form an integral part of this License Agreement.

Date: 2018-04-29

With the creation of the License Agreement the Licensor agrees with the terms.
LICENSOR

With the payment the Licensee agrees with the terms of this License Agreement,
LICENSEE

TERMS OF THE LICENSE AGREEMENT

Licensed Software

1. Licensor hereby grants Licensee a non-exclusive license in and to the Licensed Software, for the duration, scope and further conditions specified above and subject to the conditions herein.
2. Licensee has the right to use the Licensed Software in executable format for its own use. Licensee has the right to make copies of the Licensed Software in executable form only to the extent necessary for the use pursuant to this License Agreement, for backup or archive purposes. Licensee agrees to maintain records of the location and use of each such copy. Licensee agrees to reproduce and apply any copyright notice of Licensor to all copies of the Licensed Software made hereunder.
3. Licensee shall pay, upon delivery of the Licensed Software (or, as the case may be, in regular intervals), the License Fee set forth above.
4. Licensor shall use its best efforts to deliver the Licensed Software promptly after conclusion of the License Agreement. Unless specified and agreed otherwise, the Licensed Software will be made available via download through the platform "Slooptools".

Ownership, Intellectual Property Rights

5. The Licensed Software is the property of Licensor and Licensor holds any and all intellectual property rights in and to the Licensed Software (including, without limitation, the source code and any documentation, but not including any open-source elements or the like, in which Licensor claims no rights).
6. Licensee recognizes that Licensor regards the Licensed Software as its proprietary information and trade secret and agrees not provide or divulge the Licensed Software (in whole or in part) to any third party, unless otherwise specified herein or as agreed upon in writing by Licensor. Licensee will treat the Licensed Software with utmost care and at least the same degree of care with which Licensee treats its own confidential information, in no event less than is reasonably required.
7. Licensee undertakes not to challenge the validity and/or scope of any of these intellectual property rights of Licensor.
8. Decompilation and Reverse-Engineering of the Licensed Software are not permissible, unless the purpose thereof is limited to the elimination of errors by Licensee. Circumvention of any security measures (including, without limitation, copy protection) by Licensee is not permissible. Violation thereof entitles Licensor to terminate the License Agreement for cause.

Term, Termination

9. The term of license shall be as specified above. In the term of a subscription modelled License Agreement the License Agreement will automatically be extended for another year if there is no notice given from the other party three (3) months prior. All other License Agreements terms have not regular termination.
10. The right to terminate the License Agreement for cause remains unaffected.
11. In the event of a termination, Licensee will immediately discontinue use of the Licensed Software and/or copies thereof (if any). Licensee will furnish to Licensor a written certificate which certifies with respect to the Licensed Software that, through its best efforts and to the best of Licensee's knowledge, the original and all copies (if any) have been deleted and/or destroyed in whole or in part.

Warranty

12. Licensor licenses and Licensee accepts the Licensed Software "as is". Licensor provides no warranties as to the function or use of the Licensed Software, whether express, implied or statutory, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Licensor does not warrant that the functions contained in the Licensed Software will meet Licensee's requirements or expectations or that the operation of the Licensed Software will be uninterrupted or error free.

Limitation of Liability

13. The parties to this License Agreement shall only be liable towards each other for wilful misconduct or gross negligence. In no event shall the parties be liable for indirect, incidental, special or consequential damages, including loss of profits, loss of use, interruption of business or the like.

“SloopTools”

14. The parties hereby acknowledge that the Licensed Software has been offered and provided by Licensor on the platform “SloopTools”, which is operated by SloopTools GmbH (“SloopTools”) an independent marketplace for industrial software-add-ons and in no way associated with any of the parties.

15. The parties have agreed (in the respective “Terms of Use” of SloopTools) that all payments (including, without limitation, the License Fee) will be handled and processed by SloopTools. The parties will not address any claims or rights in connection with this License Agreement towards SloopTools and agree to indemnify and hold harmless SloopTools in connection with any such claim.

Severability

16. Should any provision or provisions of this License Agreement prove to be or become invalid or legally ineffective, the overall validity of the Agreement shall not be affected thereby. Until the parties agree on an amended provision, the invalid or ineffective provision shall be deemed to be replaced with a valid and effective provision accomplishing as far as possible the purpose and intent of the parties.

Governing Law, Jurisdiction

17. This License Agreement shall be governed, construed, performed and enforced in accordance with the laws of the Republic of Austria, excluding its conflict-of-laws provisions. In respect of any dispute arising out of or in connection with this Agreement, the parties agree to submit such dispute to the exclusive jurisdiction of the Vienna Commercial Court (Handelsgericht Wien).

Entire Agreement

18. This License Agreement constitutes the entire agreement and understanding between the parties. Except as otherwise provided herein, this Agreement may not be amended or otherwise modified except in writing, signed on behalf of both parties.