

General Licensing Agreement for i.Com® Mobile Software

General Licensing Agreement for Software Products from Carl Zeiss Vision GmbH, Turnstrasse 27, 73430 Aalen, Germany

i.Com® mobile minimum system requirements: iPad with IOS 7 and Retina Display.
Internal WiFi with Internet connection for updates and connection to ZEISS systems.
i.Com mobile server incl. software.

1. Area of application

This licensing agreement shall be valid for the use of the i.Com® mobile Software. We explicitly reserve the right to make changes and additions. Conflicting licensing agreements shall not be part of this agreement. Furthermore, our General Terms & Conditions of Sale in their respective currently valid versions shall apply.

2. Licensed item

2.1. The licensed item is the i.Com® mobile standard software together with its updates (hereinafter referred to as "software"), which our customers may download from our website.

2.2. The licensee shall ensure that his/her iPad meets the minimum technical requirements for the installation of the i.Com® mobile software, as well as associated updates.

2.3. We emphasize that it is not possible to write software that always works flawlessly in all applications and combinations. Therefore, this license applies to software which can generally be used failure-free as defined by the software description.

3. Copyright

3.1. The software is subject to copyright law. The customer acknowledges that it has no rights in relation to the software over and above those set out in this licensing agreement, rather, that these rights remain assigned to the licensor and/or the respective owner. There is no entitlement to the source code.

3.2. As necessary, certain services and representations of the software may be carried out with the assistance of third-party services. We shall not be responsible for the contents and performance of third parties. If third party services are retained, their General Terms and Conditions shall respectively apply.

4. Rights of use

4.1. Within the scope of these conditions, the customer shall be granted non-exclusive, personal usage rights (license) to the respectively purchased software in the as-ordered version. The customer

is obligated to use the software for his own purposes only.

4.2. The customer shall be allowed to copy the software only insofar as is required for the contractual application of the software. The customer shall therefore be allowed to install the software for use.

4.3. The customer shall not be permitted to copy the software fully or in part. The customer may not commercially redistribute or sub-license the software fully or in part.

4.4. The customer shall not amend, delete or make otherwise unrecognizable copyright annotations, trademarks and other legal reservations, serial numbers and other features.

4.5. The customer shall not change the software. Decompilation of the software is only permitted in accordance with the legal restrictions of section 69e of the German Copyright Act. Further decompilation shall not be permitted.

4.6. The customer shall not be permitted to transfer or give the software to a third party. Moreover, the customer shall not disclose to any other party passwords or login information for the software or databases associated with this software. If third parties are interested in the software, they may contact the licensor directly.

5. Right to annul the license

Both parties shall be entitled to annul this license for cause. An important cause exists for the licensor if the customer violates the terms of use as per section 4 of this license and continues this behavior even after receiving written warning of annulment from the licensor. In the event of annulment, the customer shall delete or destroy all data carriers, including all copies of the software. Upon the licensor's request, the customer shall send the licensor written confirmation of the full deletion or obliteration.

6. Liability for defects

The following shall apply in addition to section 9 of our General Terms & Conditions of Sale:

6.1. Because the customer acquires the software via the Internet, the licensor does not guarantee that the software is free from defects or computer viruses.

6.2. Provided that the software is used as intended, the licensor guarantees that the software shall work as described in the product description. This warranty does not cover defects resulting from changing, damaging, improperly or inappropriately using the software or using it in any way other than the intended use as defined in this licensing agreement. Improper use exists, in particular, if the customer deviates from the described installation process.

6.3. In the event of a warranty or liability claim against the licensor, contributory negligence of the licensee must be taken into consideration if the customer has failed to take precautions through appropriate security measures against external influences, particularly computer viruses or other phenomena, which might jeopardize data or an entire database.

7. General Terms and Conditions of Sale

Furthermore, our General Terms & Conditions of Sale are applicable in their respective currently valid versions. In the event of a contradiction, the terms & conditions of this licensing agreement shall take precedence.

8. Final Provisions

8.1 This agreement is governed exclusively by the laws of the Federal Republic of Germany.

8.2 Place of jurisdiction shall be the location of the licensor.

8.3 If the customer is a merchant, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from this contractual relationship shall be the regional court at the licensor's legal domicile.