

Terms of Software Use

January 2019

Copyrights and exploitation rights

All software products and software documentation contained in our scope of supply are protected by copyright either in our favour in the case of our own proprietary software ("Hauni Software") or in favour of the software supplier from whom we have acquired a licence in the event of software licensed by the software supplier ("Licensed Software").

All copyrights and exploitation rights are our property or the property of the software suppliers.

You will observe the copyrights and exploitation rights and in particular will not delete or alter the copyright notices.

Rights of use

On payment of the agreed purchase price or, if no separate purchase price for the software is agreed, on delivery of the products, we grant you, in respect of Hauni Software or Licensed Software, the non-exclusive, perpetual and non-transferable right to use the software products and their documentation for their intended purpose in accordance with the contract within your company. All rights to use the Licensed Software are subject to the restrictions agreed between the software supplier and us.

The right to use relates to the actual scope of supply in which the software is implemented or to the contractually agreed scope of use of the software.

You are not entitled to pass the software on to third parties. An exception to this provision is the transfer of integrated software when selling complete machines provided that reference is made to our copyrights and exploitation rights or those of the software suppliers.

We are under no obligation to give you the source code for the Hauni Software or, unless explicitly agreed otherwise, to provide you with any updates of the Hauni Software or Licensed Software.

Duplicating and editing rights

Any recompilation, disassembly or similar process designed to obtain the editable source code of the software is prohibited. Any duplication of software and documentation or their use in other applications, even partially, requires our prior written consent.

The making of a backup copy is excluded from this provision, on condition that you provide this with the corresponding copyright notices of the original.

In the event of the sale or other permanent transfer of complete machines including the transfer of integrated software to third parties, you will either hand over the backup copy to the third party or destroy it.

Any editing or altering of the software also requires our prior written consent, unless it has been explicitly released for editing or altering.

Editing or altering the software renders all potential warranty claims against us null and void.

Responsibility for data

You are responsible for the use and protection of the data generated and saved by the software.

Claims in the event of infringements of these provisions

If there is a violation of these provisions we reserve the right to serve notice in respect of the rights of use and to claim damages.

Licence provisions of the software suppliers

Any further provisions issued by our software suppliers will be submitted to you if applicable.

Sodim SAS