

# Standard Aimtec Company Conditions

## License conditions for the SappyWMS

Defined according to § 46 and following of the 121/2000 law.

### **1 Preamble/Preliminary provisions**

- 1.1 These conditions regulate the use of the Documentation and Programs (further referred as licensed products) delivered by author on the base of the Contract and defined in its supplement (further Supplement).
- 1.2 Either of the parties of the contract must not transfer the rights and obligations arising under the contract to third parties.

### **2 Grant of the Licence**

- 2.1 Contractor grants to the customer on the payment all of the amounts due according to Contract the non-transferable licence for the use of the licensed products for its own business use. The grant is given for the products listed in the Supplement and used under next conditions specified in Supplement.
- 2.2 Customer is not allowed to use the programs, delivered as the bundle, separately or to connect it to other programs in different way as specified in Supplement.
- 2.3 Customer is allowed to produce such copies only, which are needed to load and store the programs into the memory of the computer same as for its display, running and transfer and the backup copies of the program.
- 2.4 Customer is not allowed to decompile, transform, modify the program or to change it in other manner, unless it is not requested by law
- 2.5 Not any other properties are granted to the customer, mainly in the meaning of the §15 and §16 of the 121/2000 law, referring to distribution, hire and renting neither §48 of the 121/2000 law referring to the grant of the licence to the third party.

### **3 Price of the Licence**

- 3.1 The price for the use of the licence of the licensed products according to paragraph 2 is specified in the Supplement.

### **4 Guarantee**

- 4.1 Licensed product guarantee is 6 months from the date of delivery.

### **5 Protection of rights/Termination/Remedies**

- 5.1 Customer permits the access to his systems and provides the requested cooperation to the contractor to allow the check of the intellectual property rights adherence.
- 5.2 In the case of the repeating violation of licence granted according to the paragraph 2 by the customer and the redress is not established upon reasonable time following the written notice, then contractor is entitled to cancel the contract immediately and to claim the penalty in the amount of the tenfold of the actual licence price of the scope of the grant breach.
- 5.3 Contractor guaranties, that the licensed product does not infringe any other patents, copyrights or trademarks, when used according to general operational conditions, in non-modified form, not linked to other products, which are not covered under this grant. The customer is indemnified against any claims for damages by a third party, on the grounds of such infringement if immediately reported. Contractor will replace the licensed products by modified non-infringing version.