

§ 1 License Agreement (End User License Agreement - EULA) Scope & Order of Precedence of Regulations

- (1) All of ACROSS Systems GmbH's (=Licensor; hereinafter called 'ACROSS') business relations that are based on the provision of rights of use to software developed or programmed by ACROSS are subject to the following license conditions.
- (2) The latest version of these license conditions can be viewed and printed out at [ftp://ftp.across.net/legals/license_en.pdf](http://ftp.across.net/legals/license_en.pdf). The latest version of the license conditions as of the date of contract apply.
- (3) ACROSS' General Terms and Conditions (T&C), which can be viewed and printed out at <http://www.across.net/en/terms-of-trade.aspx> always apply in conjunction with these license conditions. If these license conditions do not include certain regulations or fail to address a certain issue in full, ACROSS' General Terms and Conditions (T&C) apply. The latest version of ACROSS' T&C as of the date of contract apply.
- (4) Any terms and regulations of the software license buyer (= Licensee; hereinafter called 'Purchasing Partner') that diverge from ACROSS' T&C and license conditions are hereby expressly rejected; other Purchasing Partner terms and conditions shall neither become the subject matter of this contract if ACROSS fails to expressly reject them.
- (5) All agreements between ACROSS and the Purchasing Partner shall apply in the following order of precedence, with respect to which the respective former document(s) shall take precedence over that/those listed subsequently:
 - * Individual modifications and/or supplements to contractual agreements;
 - * Individual contractual agreements and especially ACROSS' offer;
 - * ACROSS' special conditions (e.g. support, update, and license conditions (End User License Agreement - EULA));
 - * ACROSS' General Terms and Conditions;
 - * System requirements defined by ACROSS;
 - * Standards / DIN standards;
 - * Legal rules.

§ 2 Prices

Software license prices can be obtained from ACROSS or are shown on the relevant offer. All payment particulars are governed by ACROSS' T&C, which can be viewed and printed at <http://www.across.net/en/terms-of-trade.aspx>

§ 3 Scope of Use

- (1) By purchasing this software, ACROSS grants Purchasing Partner the single, non-exclusive, non-transferable, permanent right to use said software in a machine-readable form (object code) and all accompanying material. The accompanying material consists of the program description and the instructions for use. Any additional acquisition of rights to the software is not connected with this user rights concession. ACROSS reserves all rights to distribute, present, demonstrate, operate and publicize the software. The same condition applies to the rights to process and duplicate the software, insofar as no other subsequent agreement is expressly made.
- (2) The granting of the license gives the Purchasing Partner the right to install and use the software. Downloading the trial version of the software will entitle Purchasing Partner to use said trial version free of charge on a computer for a period of 30 days from the date of installation. Any free use of said software above and beyond this period of time is strictly prohibited. This temporary license expires automatically and without requiring any special notice following the expiry of the trial period.
- (3) The right of use granted to the Purchasing Partner is limited to the software program's object code. ACROSS is under no obligation to supply Purchasing Partner with the source code. The Purchasing Partner is prohibited from reengineering (Reverse Engineering), reassembling and to process or change the software's object code in any way whatsoever.
- (4) Any type of duplication of the software stored on the data medium or its accompanying material, particularly the copying on to electromagnetic, optoelectronic or any other type of data medium, is prohibited. The only exception to this condition is the single installation of the software from the original data medium itself to the hard drive and the downloading or printing out of data from the running application. It is also permitted to make a backup copy insofar as this is necessary to safeguard the future use of the software for the intended purpose.
- (5) The right of use to said software is granted only to the Purchasing Partner. This right of use is restricted to the Purchasing Partner's employees and any freelance contractors employed by him to work on the Purchasing Partner projects only. The software may not be used other than within or by the Purchasing Partner's company – irrespective of how it may be accessed. Any such uses by parties other than the Purchasing Partner's company require the acquisition of additional licenses.
- (6) It is not permitted to hand copies of said software over to third parties without ACROSS' prior written consent. This consent shall not be unreasonably withheld, and ACROSS shall be obliged to give its consent if it is made clear that said third-party will use the software in accordance with ACROSS' license conditions and that the Purchasing Partner will no longer be exercising his right of use.
- (7) The right to use the API (or crossAPI: ACROSS' Application Programming Interface) must be purchased/licensed separately. The right of use to the software's API is restricted to the Purchasing Partner and to his legal and physical realm of sovereignty (company network). If the software's crossAPI functions are used to provide access to the software through other applications, the Purchasing Partner shall be required to purchase the same number of client licenses as would be required if the relevant functions were used directly. If, in doing so, the standard number of clients permitted to use the software is exceeded, the Purchasing Partner shall be required to acquire licenses for (an) additional server(s). The software's API may only be accessed through the Internet, proxy server or other applications subject to a special agreement, and may not be possible in some cases. This does not include access to and use of the API using standard ACROSS software components, or for demonstration and development purposes.
- (8) The licensor is expressly excluded from any obligation to fulfill the warranty if any type of changes to the database structure or to the object code of the software have been carried out by the Purchasing Partner. This condition is valid, irrespective of whether the change to the database structure or to the code is only of a minor nature, or whether it constitutes a major modification.
- (9) It is strictly prohibited to gain read or write access to the database in order to bypass or make obsolete the use of clients, servers or ACROSS products in general. The Purchasing Partner undertakes to take out licenses for as many Clients, Servers (or products in general) as would be normally required.
- (10) The Purchasing Partner shall grant ACROSS remote access to the installation in order to fulfil its warranty and license obligations. ACROSS shall give the Purchasing Partner advance and appropriate (i.e. generally by e-mail) notice of any planned remote access and its purpose. ACROSS shall always take the Purchasing Partner's business interests and requirements into account with respect to the timing of such remote access. ACROSS shall only conduct any remote access operations after having obtained the Purchasing Partner's consent.

§ 4 Limitations and Expiry of Right of Use

- (1) The Purchasing Partner may not lease or rent either the software or its accompanying material for commercial purposes.
- (2) The Purchasing Partner's right to use the software and the accompanying material furthermore will expire with immediate effect should the Purchasing Partner breach these use conditions or, in particular, use the software other than within the scope specified under these license conditions.
- (3) Following the expiry of the right of use, the Purchasing Partner must destroy or return all originals and copies, including any possibly changed copies of the software to ACROSS and, upon request, provide ACROSS with a written confirmation of or sworn declaration concerning said destruction in the case of valid doubt. The above restriction does not include a single backup copy retained for the Purchasing Partner's records.

§ 5 Changes to these License Conditions

ACROSS reserves the right to change these license conditions. Purchasing Partner shall be expressly notified of and referred to any changes – by highlighting the relevant passages - made to these Terms and Conditions as part of ACROSS' continuing obligations towards him. Any failure on behalf of Purchasing Partner to notify ACROSS of his rejection of said changes within six weeks of having received notice thereof shall be deemed tacit approval of the same; after which the changed terms and conditions shall henceforth apply to the contractual relationship. If, however, Purchasing Partner notifies ACROSS of his rejection of the same in due time, the agreement shall continue to be governed by the existing license conditions. ACROSS undertakes to make explicit to Purchasing Partner the importance of his response regarding any notifications of changes to these terms and conditions.

§ 6 Severability Clause and Binding Language Version

- (1) The remaining provisions will remain unaffected if one of the provisions included in these license conditions is deemed or becomes invalid, or should a provision be found to contain a void.
- (2) Even if these license conditions are made available in different language versions, only the German version is legally binding.