

User license agreement

for ZG-View usage

Below are the terms and conditions of use of the licensed programs by you (hereafter referred to as "Licensee"). By installing the licensed program "ZG-View" you agree to be bound by these terms and conditions. Therefore, please read the following text completely and accurately.

1. Scope of the License

Copyrights

The Licensee may reproduce the licensed programs as far as the respective duplication is necessary for the use of the program or according to this contract. The Licensee may reproduce the licensed programs as far as the respective duplication is necessary for the use of the program or according to this contract. In addition, the Licensee may create a backup copy, of which, however, only one may be created and is to be marked as such. Further duplications, which include the output of the program code on a printer, may not be made by the Licensee.

Use, multiple use and use in the network

The Licensee may use the licensed programs on any hardware available to him. If he changes the hardware, he has to delete the licensed programs from the previously used hardware. The Licensee may not store, stock or use the licensed programs on more than one hardware (multi-processor or multi-user environment) at the same time. If the licensed program is to be used on more workstations (multi-processor or multi-user environment) at the same time, he must acquire a corresponding number of licenses.

Resale, rental and lending, sublicenses

The user may not transfer the licensed programs to third parties, either for a consideration or free of charge, for a limited period of time or permanently, and may not grant sublicenses. The user may not transfer the licensed programs to third parties, either for a consideration or free of charge, for a limited period of time or permanently, and may not grant sublicenses.

2. Monitoring the contractual use of the licensed programs

The Licensee must take appropriate measures to ensure that the licensed programs are used only in accordance with the terms of this contract.

3. Warranty

The Licensee is aware of the essential features of the licensed programs. He bears the risk of meeting his requirements and expressly acknowledges that, because of the necessary coordination between the contract system

environment, the operator, the enrollment and the licensing programs, the licensors cannot ensure trouble-free use of the licensed programs, and that it is not possible in the prior art to create computer programs so that they work flawlessly in all applications and combinations.

Defects in title

The Licensor warrants that he has the right to grant licenses to the licensed programs under the terms of this Agreement and that Licensee's use of the licensed programs does not infringe the rights of third parties.

Material Defects

The Licensor warrants that the licensed programs may be used on the Contract System Environment and that they perform the functions stated in their descriptions. The Licensor makes no guarantee that the licensed programs are completely error free, but if it fails within 6 months of their delivery, he will, at his option, replace the data carrier of the licensed programs with a copy free of this defect, the defect otherwise eliminate or suggest ways of avoiding the effects of the defect, provided that

- * the licensed programs have always been used in accordance with the instructions / descriptions,
- * the licensed programs have not been altered, edited, developed or linked with other programs,
- * the alleged defect is reproducible by the licensor,
- * the Licensee has carried out the tracking of the operating system to the releases and versions required by the licensor, and
- * the contract environment is sufficiently configured.

The licensor may require the Licensee to prove deficiencies based on its version of the licensed programs.

No warranty

The licensor does not guarantee that errors, malfunctions or damage are due to improper installation, operation, use of unsuitable means of organization and data carriers, abnormal operating conditions and transport damage. If the Licensor determines that any suspected defects in the licensed programs are not covered by the warranty, in particular that they are due to input errors or improper use of the licensed programs, it may be entitled to reasonable compensation for the personnel and computer time spent investigating the suspected defects to settle any related charges and the Licensee has to pay them.

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Final regulation of the warranty

The warranty regulation made here is final. The Licensor makes no other warranty or guarantee, express or implied, with respect to the license programs, including any warranties as to the suitability of the licensed programs for any particular purpose.

4. Liability for damages

The licensor is only liable for intent or gross negligence. The Licensee has to prove intent and/or gross negligence. In the context of product liability, the licensor is liable only insofar as this is mandatory by law. The liability for all claims is - as far as permissible - limited to the fee. The Licensor is not liable for any errors or damages resulting from any errors in the operating system or development tools. The licensor is also not liable for damages that occur in connection with or as a result of the work results achieved with the licensed programs. The Licensee and its employees remain responsible for verifying the input of the data and the results obtained with the licensed programs. To the extent permitted by law, Licensor shall not be liable for consequential or indirect damages, financial losses, lost profits, expected but unrealized savings, damages arising out of third-party claims against the Licensee and, in particular, for damages to recorded data and the expense of recovering lost data.

5. Property Rights

The licensor retains ownership of the license programs or all intellectual property rights to them. The Licensee receives in the context of this license only a right to use the conditions of this contract, which is conditional on the payment of the fee.

6. Protection of licensed programs

The Licensee must retain the original data carriers with the licensed programs and backup copies to a location secured against unauthorized access by third parties and fulfill their obligations under this contract by taking appropriate measures against their employees and other persons who have been granted with the consent of the Licensee or Licensee ensure access to the licensed programs under this Agreement.

7. General provisions

Prohibition of the assignment of rights

Licensee's rights under this Agreement are not transferable.

Jurisdiction

Jurisdiction is Graz (Austria).

Applicable law

This contract is subject to Austrian substantive law excluding the UN Sales Convention.

Consumers within the meaning of the Consumer Protection Act

For sale to consumers within the meaning of the Consumer Protection Act, the above provisions only apply to the extent that the Consumer Protection Act does not mandate other provisions.

Severability clause

Should individual provisions of this contract be or become ineffective, this shall not affect the validity of the remaining provisions of this contract. Such ineffective provisions shall be replaced by those which come closest to the economic objectives pursued by the parties.

Graz, July 2019

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