TQ-Systems Product Software License Agreement Version 1.0.2

The software is classified as product-specific software and bound
to the use with the TQ-Systems GmbH product.

The software is, at licensor's full discretion, provided in machine-readable
form (binary or object code) and/or source code form.

§1 Scope of Use and Usage Period

1. The rights to the TQ-Systems GmbH (TQ) software - in particular the copyright and additional industrial property rights - shall remain exclusively with TQ even if the software has been modified by you or your company.
   You are prohibited from using this Software in any way other than as described in the following provisions of this Agreement.
2. The ordinary, non-exclusive right to use the Software shall only apply in direct connection with the product.
   Product means that parts of the software has been developed by TQ or a company affiliated with TQ.
   You are prohibited from using the software developed by us on any other product (e.g. from third parties).
   Any transfer to third parties is bound by the provisions of this Agreement.
3. You may not distribute the software or a modified version of the software to third parties in source code format.
4. Any use of the software that goes beyond the scope of the previous provisions requires our written consent.
5. We reserve the right to assert claims for damages.
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8. If you transfer your rights to the Software to any third party, you must destroy any untransferred copies of the Software.

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1. We expressly point out that it is not possible according to the state of the art to develop more complex software in such a way that an error-free function is guaranteed under all application conditions. We therefore only guarantee that the delivered software is suitable for contractual use in accordance with the description created or accepted by us.
2. In the event of major, significant and reproducible deviations of the software functionality from the product description or specification, we are entitled, at our discretion, either to refund the purchase price paid by you or to carry out subsequent performance in the form of a new delivery or repair of the product, within a reasonable period of time. If, within the framework of the supplementary performance chosen by us, we are unable to eliminate the considerable deviations in the functionality of the software that have occurred within a reasonable period by providing a defect-free update or upgrade of the software or to circumvent them in such a way that you are able to use the software

in accordance with the contract, you may claim a reduction in the agreed remuneration or withdraw from the contract. Any further claims are excluded to the extent permitted by law.

3. We do not warrant for minor deviations in the functionality of the software from the product description or specification.
4. The warranty period is one (1) year, unless longer periods are required by law. It begins with the acceptance of the software by you or - if a formal acceptance is not planned or does not take place - at the latest two (2) weeks after delivery or actual transfer.
5. We do not warrant or assume any liability beyond the scope of use described in paragraph 1 with respect to the proper selection, application and use of the Software.
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1. A written notice (printed or digitally) has to be provided with the product which contains either a literal copy of this document or an Uniform Resource Locator (URL) to a literal copy of this document or a written EULA approved by TQ.
2. TQ may revise this License from time to time.
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