

Licensing terms

Daniel Dengler und Andreas Zeitler GbR
For the "PanicAR Framework" product

§ 1 Subject of these terms

(1) Daniel Dengler und Andreas Zeitler GbR (hereafter "Licensor"), headquartered in Regensburg, is the exclusive owner of usage rights for the developer software and the standard "PanicAR Framework" software product as well as rights for the usage of required, individually generated API keys (license keys)(hereafter collectively referred to as "license material"). The GbR company transfers usage rights (licenses) to the licensee for the license material in accordance with the following provisions.

(2) The licensee has acknowledged the validity of these licensing terms before conclusion of the contract and before downloading the license key required for usage. No later than the actual usage of the license key, the license terms are acknowledged as binding. The licensing terms also apply to the parties *in personam*. Licenses can only be acquired upon payment.

(3) The rules contained in these licensing terms have priority over all differing or supplementary rules of the licensee, especially the licensee's general terms & conditions, purchasing terms, orders, or other documents. The licensor hereby expressly disregards rules that contradict these licensing terms.

§ 2 Usage rights (licenses)

(1) The license consists of the non-exclusive (simple) and perpetual usage right to license material, in particular the "PanicAR Framework" software. An individual license key will be provided for each "PanicAR Framework" license, which allows the "PanicAR Framework" software to be used for programming, further development, and distribution of a single, specified app.

(2) The licensee is permitted to reproduce the "PanicAR Framework" as often as required, regardless of the number of developers, work stations, or computers. However, the usage of a "PanicAR Framework" license, which must be activated with the individual license key, is limited to a single, specified app. That is, it is possible to program one specified app for each "PanicAR Framework" license.

(3) In addition, the licensee can store or install a copy of "PanicAR Framework" on a central storage device, such as a network server, if this copy is used to run the program via an internal network or on other computers of the licensee. The licensee is also permitted to include license material or the usage of results obtained with the license material in online media that allow third-party access.

(4) The software on which the license key is based, may only be used by the licensee to activate "PanicAR Framework." Further usage of the license key, especially reproduction, distribution, or granting of public access is not permitted.

(5) Delivered printed license materials may be reproduced only with the written permission of the licensor. If the licensee would like additional copies of printed license materials, they can be obtained from the licensor for a fee.

(6) In addition, appropriate contractual usage includes the production of backup copies of delivered programs, including the license key and the data contained therein.

§ 3 Protection of delivered license materials

(1) All exclusive rights to license materials are retained by the licensor, pursuant the licensing of usage rights in §2 of this contract.

(2) In particular, the licensee may not permanently or temporarily duplicate, translate, edit or otherwise alter, distribute, rent, reproduce, or decompile the software on which the license key is based. The exceptions of §§69d and eUrhG remain in place.

(3) The licensee agrees not to modify proprietary notices contained in the license material, including copyright notices as well as other legal reservations that protect the licensor.

(4) Within the framework of a separately concluded support contract, the licensee may use updates to the license material in accordance with the contract or choose not to use them.

§ 4 Delivery by download

(1) The licensee will receive the license material following conclusion of the associated contract either by e-mail delivery, or he will receive a link via e-mail to a website where the license material can be downloaded.

(2) The time of delivery is determined by the license contract or by a separate individual agreement.

(3) Installation of the programs will be completed by the licensee.

(4) License material updates will be offered to the licensee, provided the licensee has concluded the necessary support contract. If the licensee takes advantage of the offer, delivery will take place as described in Sect. 1.

(5) The licensor retains ownership of the license material until complete payment for the license material. In addition, the granting of usage rights takes place under the provision of complete and on-time payment.

§ 5 Responsibilities of the licensee and terms of use

(1) The licensee is obliged to maintain a functional and sufficiently scaled hardware and software environment for deploying "PanicAR Framework." This is the sole responsibility of the licensee.

(2) Terms of use, which are coordinated with the license material delivered to the licensee, correspond to the requirements of an iOS development environment (as prescribed by Apple) and consist of the following: an Intel-based Mac with Mac OS X (10.5.x); the necessary development software (XCode and iOS SDK); and membership or access to the "iOS Developer Program" (premium service via Apple). An Apple iPhone 3GS or Apple iPhone 4 is required for hardware testing.

(3) Upon usage of license material without adherence to the terms of use, in accordance with §5(1), any possible existing legal obligations regarding warranty become inapplicable. In such a case, the licensor will make appropriate efforts to provide fee-based support. Support service will however only accept errors that can be identified upon usage of license material under the terms of use provided in the product information.

(4) The licensee is obliged to take appropriate precautions in case the "PanicAR Framework" software does not entirely or partially work properly. Such precautions especially include appropriate and regular data backups as well as regular examination of data processing results.

§ 6 Protected rights of third parties

(1) If claims against the licensee of violation of commercial proprietary rights or copyright through appropriate contractual usage of the license material are made or anticipated, the licensor reserves the right to modify or replace the license material at his own cost, provided

this is reasonable for the licensee. If a replacement or workaround solution or the acquisition of a usage license is not possible through reasonable efforts, the licensee may exit the contract or reduce the purchase price.

(2) In accordance with §6(1), the licensee does not have a claim, if a rights violation is based on usage of material or data from the licensor or if the license material does not correspond to the original, unmodified version delivered by the licensor or if the terms of use provided in the product information have not been adhered to.

§ 7 Confidentiality, data protection

(1) Both parties are mutually obligated to maintain confidentiality in perpetuity in terms of third parties, regarding expertise and operational secrets – as well as any information that is not generally common knowledge – learned from each other during the implementation of this contract.

(2) The contractual partners shall adhere to legal guidelines regarding data protection.

(3) The contractual partners will obligate their respective employees accordingly as well as inform third parties required for contract fulfillment of these obligations.

§ 8 Supplementary agreements

(1) All modifications and supplements to this contract must be in written form. Supplementary verbal agreements do not exist.

(2) The laws of the Federal Republic of Germany apply under exclusion of private international law and the United Nations CISG.

(3) Offsets by the licensee with claims on the licensor are excluded, provided the issue is not undisputed or legally determined claims of the licensee or claims resulting from the same contractual relationship.

(4) Should individual provisions of the contract be or become invalid, the validity of the remaining provisions shall remain in effect. The parties will make every effort to replace the invalid contract provision with an arrangement that most closely fulfills the intended purpose of the invalid provision.

(5) Exclusive court of jurisdiction for disputes associated with these licensing terms is the Nürnberg District Court, Copyright Court, provided the licensee is a registered trader, legal entity of public law, or public fund – or has no general court of jurisdiction in Germany.

Status of licensing terms: July 4, 2011