

# pCon Software License Terms of EasternGraphics GmbH

(as at 2022-04-01)

**LICENSOR** is EasternGraphics GmbH, Albert-Einstein-Str. 1, 98693 Ilmenau, Germany.  
**YOU** (or **YOUR**) is the user of the Software.

USE OF LICENSOR'S SOFTWARE OR SOFTWARE DEVELOPED OR PROVIDED BY LICENSOR IS PERMITTED ONLY UNDER THESE LICENSE TERMS. IF YOU USE THE SOFTWARE, YOU ACCEPT THESE LICENSE TERMS. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, YOU MUST NOT USE THE SOFTWARE. ANY USE OF THE SOFTWARE WITHOUT ACCEPTANCE OF THESE LICENSE TERMS IS UNLAWFUL AND A VIOLATION OF COPYRIGHT.

## 1. Granting of licenses

### 1.1

EasternGraphics GmbH (hereinafter referred to as "EasternGraphics" or "Licensor") grants you (hereinafter also referred to as "you" or "Licensee") a simple, non-exclusive, non-transferable, non-sublicensable, non-rentable, non-loanable right ("License"), that may be limited in terms of content, time and territory by any further agreements or technical arrangements, to use the Software in accordance with the following provisions.

### 1.2

These License Terms entitle you to use one copy of the Software to which this License applies on as many computers, terminals or workstations as you have purchased or leased licenses for the Software from Licensor.

### 1.3

These License Terms apply to updates of this Software and to any other software of the Licensor that you install or use in connection with this Software, even if this License Agreement is not supplied with or displayed prior to installation.

## 2. Limitation

### 2.1

It is prohibited to

- a) use the software on more computers, terminals or workstations than the number of licenses purchased or leased
- b) to copy the Software, except as permitted by this License;
- c) reverse engineer, analyze, examine, decompile or disassemble the Software;
- d) reproduce, distribute, rent, lease, loan, sell, license or otherwise transfer or make available the Software, in whole or in part, to any third party;
- e) remove, alter or make illegible any indications of owners, right holders, authors and trademarks in and on the Software;
- f) use any equipment, device, software, information or other means in connection with the Software that is designed or capable of
- g) circumventing, damaging or removing any copy protection established by the Licensor for such Software; or
- h) modify the code or the user interface of the Software.

### 2.2

The authorization to translate the code forms for the purpose of establishing the interoperability of an independently created computer program shall remain unaffected, provided that the conditions specified in Section 69 e of the German Copyright Act (UrhG) are fulfilled. The information obtained in acts under Section 69 e (1) UrhG must not be used or disclosed to third parties for purposes other than those specified therein. It is also prohibited to use the information for the production or marketing of a programme with the same or substantially similar form of expression or for any other acts infringing copyright.

### 2.3

Licensees who receive the license or the software free of charge are prohibited from providing services to third parties using the software, in addition to the restrictions set out in section 2.1 of this License Agreement.

## 3. Copyright

### 3.1

Ownership and copyright in the Software and in all copies of the Software shall remain with EasternGraphics.

### 3.2

The software is protected by copyright laws, international treaties and other intellectual property laws and agreements against unauthorized use of any kind.

## 4 Defects of quality and title

These License Terms exclusively regulate the rights of use of the users. The transfer of the software is not the subject of these License Terms. Therefore, no liability for defects in the software and no liability for damages arising from and in connection with the use of the software is assumed within the scope of these License Terms and by granting the license. Liability for material defects is part of the contracts regarding the software itself.

EasternGraphics warrants that the software is free from any third party rights which may impair or preclude the use intended for the software by EasternGraphics.

## 5. Liability

### 5.1

The use of the software in a jurisdiction other than that of the Federal Republic of Germany is, with regard to legal issues, at the user's own risk and responsibility.

### 5.2

Within the scope of the granting of the License, EasternGraphics shall be liable for personal injury, for damage caused intentionally or by gross negligence and for damage caused by the breach of essential obligations arising from these License Terms in accordance with the statutory provisions. In all other respects EasternGraphics' liability is excluded. In the event of a breach of an essential contractual obligation, the liability of EasternGraphics shall be limited to the foreseeable damage typical for the contract. An essential contractual obligation is an obligation the fulfillment of which enables the proper performance of the contract in the first place and on the observance of which the contractual partner may regularly rely. Insofar as the liability of EasternGraphics is excluded or limited, this shall also apply to the personal liability of employees and workers of EasternGraphics as well as to third parties acting on behalf of EasternGraphics.

### 5.3

EasternGraphics shall not be liable for the loss or theft of the software or any license key belonging to the software.

In particular, EasternGraphics is not obliged to replace deleted, damaged or lost software or the license key belonging to it.

## 6. General

### 6.1

EasternGraphics may amend these License Terms at any time. The amendments will take effect with the next license you purchase or with each renewal of the license you lease.

### 6.2

These License Terms are governed by the laws of the Federal Republic of Germany, even if you use the software outside the Federal Republic of Germany. All disputes arising out of or in connection with these License Terms shall be governed by and resolved in accordance with the laws and before the ordinary courts of the Federal Republic of Germany. The place of jurisdiction is Erfurt (Germany). This also applies to users who are not domiciled in the Federal Republic of Germany.