



iQ-Automator

Terms and Conditions

Support Document

April 27, 2018



CONTENT

1	PREAMBLE	3
2	LICENSE GRANT	3
3	PERMITTED USES	3
3.1	INSTALLATION.....	3
3.2	EVALUATION USE.....	3
3.3	SERVER DEPLOYMENT	3
3.4	BACKUP AND ARCHIVAL COPIES	3
3.5	PUBLISHING.....	3
4	PROHIBITED USES	3
4.1	REVERSE ENGINEERING.....	3
4.2	TRANSFER TO A 3 RD PARTY	4
5	PROPRIETARY RIGHTS	4
6	TERM AND TERMINATION	4
6.1	TERM.....	4
6.2	TERMINATION	4
7	PAYMENT	4
8	UPGRADES, UPDATES AND FIXES	4
8.1	UPGRADE.....	4
8.2	UPDATE	5
8.3	FIX.....	5
9	SUPPORT	5
9.1	BUG NOTIFICATION	5
9.2	FEATURE REQUEST	5
10	LIABILITY	5
11	WARRANTY	6
11.1	INTELLECTUAL PROPERTY	6
11.2	NO-WARRANTY	6
11.3	PRIOR INSPECTION	6
12	NO REFUNDS	6
13	INDEMNIFICATION	6
14	GOVERNING LAW, JURISDICTION	6
15	SEVERABILITY	7



1 PREAMBLE

This Agreement governs the relationship between Licensee, a Business Entity, (hereinafter: Licensee) and Image Engineering GmbH & Co. KG, a duly registered company in whose principal place of business is Im Gleisdreieck 5, 50169 Kerpen-Horrem, Germany (hereinafter: Image Engineering). This Agreement sets the terms, rights, restrictions and obligations on using iQ-Automator (hereinafter: The Software) created and owned by Image Engineering, as detailed herein.

2 LICENSE GRANT

Image Engineering hereby grants Licensee a limited, non-assignable and non-sub licensable, perpetual, commercial, non-exclusive license, all with accordance with the terms set forth and other legal restrictions set forth in 3rd party software used while running The Software.

3 PERMITTED USES

3.1 INSTALLATION

Licensee may install and use the number of copies of The Software that Licensee has purchased or has been granted a license. If The Software is protected by Dongle, Licensee may install unlimited number of copies of The Software but only use The Software on the hardware with the attached Dongle according to clause 1 "Preamble".

3.2 EVALUATION USE

If Licensee has ordered an evaluation license, Licensee may use The Software only for evaluation purposes and only during the applicable evaluation period. Any other use of The Software or beyond the applicable evaluation period is strictly prohibited.

3.3 SERVER DEPLOYMENT

Licensee may install one copy of The Software on an internal file server for purposes of downloading and installing The Software on licensed computers within the same internal network.

3.4 BACKUP AND ARCHIVAL COPIES

Licensee may make copies of The Software solely for backup or archival purposes. Licensee agrees to maintain records of the location and use of each copy, in whole or in part. Each copy of The Software is copyrighted but unpublished by Image Engineering. Licensee agrees to reproduce and apply the copyright notice and proprietary notice of Image Engineering to all copies made hereunder, in whole or in part and in any form, of The Software.

3.5 PUBLISHING

Licensee may use and publish the output of The Software to 3rd parties.

4 PROHIBITED USES

4.1 REVERSE ENGINEERING

Licensee is not permitted to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for The Software (except to the extent applicable laws specifically prohibit such restriction).



4.2 TRANSFER TO A 3RD PARTY

Licensee is not permitted to rent, lease or redistribute The Software. Licensee may not provide or otherwise make available The Software or any copy in whole or in part, whether modified or unmodified, to any person other than employees of Licensee without the prior express written consent of Image Engineering.

5 PROPRIETARY RIGHTS

Licensee is not permitted to alter to remove or to circumvent the intellectual property right notices on the software product including the documentation, particularly the copyright notices or trademarks.

Licensee recognizes that Image Engineering regards The Software as its proprietary information and as confidential trade secrets of great value. Licensee further agrees to treat the Licensed Programs with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of The Software.

6 TERM AND TERMINATION

6.1 TERM

This License Agreement is effective upon installation of The Software and will continue in force until terminated.

6.2 TERMINATION

- a) Licensee Right of Termination: Licensee may terminate the Agreement at any time by destroying all copies of The Software.
- b) Image Engineering Right of Termination: Image Engineering may terminate this Agreement if Licensee violates any of the terms and conditions of this Agreement and fails to correct such violation within ten (10) days after express written notice thereof from Image Engineering.
- c) Effect of Termination: In the event of termination, Licensee will immediately discontinue use of The Software. Within one (1) month after termination of this Agreement, Licensee will furnish a certificate to Image Engineering which certifies that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of The Software have been destroyed.

7 PAYMENT

In consideration of the License granted under clause 2 "License Grant", Licensee shall pay Image Engineering a fee, via any mean which Image Engineering may deem adequate. Failure to perform payment shall construe as material breach of this Agreement. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due.

8 UPGRADES, UPDATES AND FIXES

Image Engineering may provide Licensee, from time to time, with Upgrades, Updates or Fixes, as detailed herein and according to his sole discretion. Licensee hereby warrants keeping The Software up-to-date and installing all relevant updates and fixes, and may, at his sole discretion, purchase upgrades, according to the rates set by Image Engineering. Nothing in this Agreement shall require Image Engineering to provide Updates or Fixes.

8.1 UPGRADE

For the purpose of this license, an Upgrade shall be a material amendment in The Software, which contains new features and or major performance improvements and shall be marked as a new version



number. For example, should Licensee purchase The Software under version 1x.x, an upgrade shall commence under number 2.0.0.

8.2 UPDATE

For the purpose of this license, an update shall be a minor amendment in The Software, which may contain new features or minor improvements and shall be marked as a new sub-version number. For example, should Licensee purchase The Software under version 1.1.x, an upgrade shall commence under number 1.2.0.

8.3 FIX

For the purpose of this license, a fix shall be a minor amendment in The Software, intended to remove bugs or alter minor features which impair The Software's functionality. A fix shall be marked as a new sub-sub-version number. For example, should Licensee purchase The Software under version 1.1.1, an upgrade shall commence under number 1.1.2.

9 SUPPORT

The Software is provided with limited support. Image Engineering shall provide support via electronic mail and on regular business days and hours.

9.1 BUG NOTIFICATION

Licensee may provide Image Engineering of details regarding any bug, defect or failure in The Software promptly and with no delay from such event. Licensee shall comply with Image Engineering's request for information regarding bugs, defects or failures and furnish him with information, screenshots and try to reproduce such bugs, defects or failures.

9.2 FEATURE REQUEST

Licensee may request additional features in The Software, provided, however, that

- a) Licensee shall waive any claim or right in such feature should feature be developed by Image Engineering;
- b) Licensee shall be prohibited from developing the feature, or disclose such feature request, or feature, to any 3rd party directly competing with Image Engineering or any 3rd party which may be, following the development of such feature, in direct competition with Image Engineering;
- c) Licensee warrants that feature does not infringe any 3rd party patent, trademark, trade-secret or any other intellectual property right;
- d) Licensee developed, envisioned or created the feature solely by himself.

10 LIABILITY

The Software is provided under an "AS-IS" basis. Image Engineering shall never, and without any limit, be liable for any damage, cost, expense or any other payment (including, without limitation, incidental, direct, indirect, special or consequential damages, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) incurred by Licensee as a result of Software's actions, failure, bugs and/or any other interaction between The Software and Licensee's end-equipment, computers, other software or any 3rd party, end-equipment, computer or services. Moreover, Image Engineering shall never be liable for any defect in source code written by Licensee when relying on The Software.



11 WARRANTY

Considerable time, effort and expense have gone into the development of The Software, and it has been thoroughly tested and used. However, except as otherwise specifically provided herein, no warranty is made on its accuracy or reliability. It is the responsibility of the Licensee to verify the results obtained from The Software. In the event The Software is found to be defective, Image Engineering's only obligation is to remedy the defect. Image Engineering will in no event have obligations or liabilities for incidental or consequential damages associated with the use of The Software.

11.1 INTELLECTUAL PROPERTY

Image Engineering hereby warrants that The Software does not violate or infringe any 3rd party claims in regards to intellectual property, patents and/or trademarks and that to the best of its knowledge no legal action has been taken against it for any infringement or violation of any 3rd party intellectual property rights.

11.2 NO-WARRANTY

The Software is provided without any warranty. Image Engineering hereby disclaims any warranty that The Software shall be error free, without defects or code which may cause damage to Licensee's computers or to Licensee, and that The Software shall be functional. Licensee shall be solely liable to any damage, defect or loss incurred as a result of operating The Software and undertake the risks contained in running The Software on Licensee's computer system(s).

11.3 PRIOR INSPECTION

Licensee hereby states that he inspected The Software thoroughly and found it satisfactory and adequate to his needs, that it does not interfere with his regular operation and that it does meet the standards and scope of his computer systems and architecture. Licensee found that The Software interacts with his environment and that it does not infringe any of End User License Agreement of any software Licensee may use in performing his services. Licensee hereby waives any claims regarding The Software's incompatibility, performance, results and features, and warrants that he inspected The Software.

12 NO REFUNDS

Licensee warrants that he inspected The Software according to clause 11.3 "Prior Inspection" and that it is adequate to his needs. Accordingly, as The Software is intangible goods, Licensee shall not be, ever, entitled to any refund, rebate, compensation or restitution for any reason whatsoever, even if The Software contains material flaws.

13 INDEMNIFICATION

Licensee hereby warrants to hold Image Engineering harmless and indemnify Image Engineering for any lawsuit brought against it in regards to Licensee's use of The Software in means that violate, breach or otherwise circumvent this license, Image Engineering's intellectual property rights or Image Engineering's title in The Software. Image Engineering shall promptly notify Licensee in case of such legal action and request Licensee's consent prior to any settlement in relation to such lawsuit or claim.

14 GOVERNING LAW, JURISDICTION

Licensee hereby agrees not to initiate class-action lawsuits against Image Engineering in relation to this license and to compensate Image Engineering for any legal fees, cost or attorney fees should any claim brought by Licensee against Image Engineering be denied, in part or in full.



15 SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.