



## Order Form License Agreement

We,

**Full name of company:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**Country/Postcode/Town:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Tel.:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E- mail:** \_\_\_\_\_

as LICENSEE, hereinafter referred to as "LICENSEE", hereby order the following Licenses from

**EVVA Sicherheitstechnologie GmbH**  
**Wienerbergstraße 59–65, 1120 Vienna**  
**FN 120755 g (HG Wien)**  
**UID: ATU 65126268**

as the LICENSOR, hereinafter referred to as "LICENSOR".

The LICENSOR has developed a software product (hereinafter referred to as the "PRODUCT" according to Item 1.3. of the General Licensing Conditions). The LICENSEE intends to purchase a data carrier and one or several licenses according to the conditions of use stated in the conditions of the License Agreement (Order Form), and the General Licensing Conditions of the LICENSOR.

The rights granted to the LICENSEE are non-exclusive and are not transferable. The LICENSEE expressly recognises the applicability of the General Licensing Conditions and the General Terms of Business of the LICENSOR, and confirms that he has received these. Invoicing will be (subject to any differing Agreement) at the most favourable price according to the LICENSOR's price list unless anything to the contrary is stated in writing. Deviations of any kind, particularly from the LICENSOR's General Licensing Conditions, require the written confirmation of the LICENSOR in order to be effective.

**PRODUCT / NAME OF PROGRAM:** \_\_\_\_\_ **EVVA SATELLIT** \_\_\_\_\_

Modules to be enabled:

- |  |                                 |   |
|--|---------------------------------|---|
| <input type="checkbox"/> <b>Module 1</b>               | Satellit Administration         | <b>Key administration<br/>key and cylinder<br/>administration</b>   |
| <input type="checkbox"/> <b>Module 2</b>               | Satellit Administration         |   |
| <input type="checkbox"/> <b>System No.:</b> _____      | Applies to module 1 and 2       | <b>LockChart files</b>  |
| <input type="checkbox"/> <b>Upgrade Lic.No.:</b> _____ | Applies to module 1 and 2       | <b>Upgrade of versions 3.62 to 4.0</b>  |
| <input type="checkbox"/> <b>Module 3</b>               | Satellit Planer                 | <b>Recording of locking systems</b>   |
| <input type="checkbox"/> <b>Module 4</b>               | Module 2+ module 3              | <b>Combined package<br/>Creation of offers / Supply<br/>Contract<br/>for use in locations which are<br/>not networked</b><br>(Please cross where applicable.) |
| <input type="checkbox"/> <b>Module 6</b>               | Satellit Planer                 |   |
| <input type="checkbox"/> <b>Extra license</b>          | Applies to module 1 to module 6 |   |

\_\_\_\_\_  
LICENSEE (company)

\_\_\_\_\_  
quotation number (reference)

The access code and/or data carrier necessary for the installation of the software will be dispatched immediately on receipt of this License order (Fax: +43-(0)1- 812 20 - 71). The contractual relationship comes into effect with the dispatch of the access code and/or data carrier. The LICENSOR reserves the right to refuse to conclude the Contract without stating any reason.

The purchaser of the License (hereinafter referred to as the LICENSEE) acknowledges that all use and provision of the LICENSED MATERIAL (Definition: see 1.2) is solely according to the following General Licensing Conditions, which are explicitly accepted in the context of the purchase of the License, by the first use of the PROGRAM, or by breaking the seal. In addition, any supplementary provisions in the Licensing Agreement, and also in the General terms of Business of the Evva-Werk Spezialerzeugung von Zylinder- und Sicherheitsschlössern Gesellschaft m.b.H. & Co. KG (hereinafter referred to as the LICENSOR), apply. The General Licensing Conditions apply to all Agreements in association with the use of the software or comparable products of the LICENSOR, if these are part of the supply of a complete system, or other parts of an Agreement. General Terms of Business of the LICENSEE, outline contracts, or references to these do not apply without the explicit consent of the LICENSOR.

## **General Licensing Conditions**

### **I Definition of terms**

#### **1.1 Program**

Within the meaning of this Agreement, the contractual parties understand PROGRAM to mean the computer program developed by the LICENSOR, which is the subject of this License. Software from third party suppliers, which is supplied with this PROGRAM, in particular Open Source Software, is independent of the PROGRAM and is subject to separate licensing conditions.

#### **1.2 Licensed Material**

The LICENSED MATERIAL includes the PROGRAM according to the definition in the particular License Agreement, and any documentation thereof. The documentation consists of that relevant for the licensed modules of the PROGRAM

#### **1.3 Product**

Insofar as the PRODUCT is referred to in the following, this is understood to mean the LICENSED MATERIAL in addition to all rights, trademarks, designs, patents, industrial designs, copyrights, marks or other protective rights of whatever form which are associated with the LICENSED MATERIAL, as well as the associated know-how.

#### **1.4 Update**

UPDATE is understood to mean amended/improved versions of the PROGRAM. Slight UPDATES will be designated as MINOR RELEASES and expressed as a change to the version number after the decimal point. MAJOR RELEASES involve an improvement or expansion of the scope of function, which exceeds that of MINOR RELEASES, but whose content is not as extensive as that of an UPGRADE. For MAJOR RELEASES, the version number in front of the decimal point will be changed. It is at the discretion of the PRODUCER to designate an amendment as a MAJOR or MINOR RELEASE, or as an UPGRADE or a PATCH.

#### **1.5 Patches**

PATCHES are small routines, which serve to remedy a fault or to provide an improvement. They change the PROGRAM or the environment of the PROGRAM.

#### **1.6 Upgrade**

An UPGRADE is a PROGRAM with an extended scope of function, or with significant improvements.

### **II Subject of the Contract,**

#### **Right of Use**

1. The LICENSOR is the owner of all rights to the PRODUCT. In addition, the LICENSOR owns other protective rights to the PRODUCT or components of the PRODUCT, for example trademarks.
2. Unless otherwise agreed in the following, for the duration of the License Agreement, the LICENSOR grants a non-transferable, non-exclusive right to use the LICENSED MATERIAL to the LICENSEE according to the following conditions in the context of the particular License Agreement. The LICENSEE is not granted any other rights of any legal nature whatsoever to the LICENSED MATERIAL or the PRODUCT.
3. The LICENSED MATERIAL is licensed according to the conditions of the particular License Agreement. In case of doubt, the licensing applies to individual workstations. In case of doubt, a License is granted for one workstation.

4. The PROGRAM will be provided to the LICENSEE as Object Code in normal machine-readable form. So far as this is available, the LICENSOR will provide a description (documentation) of the particular parts of the PROGRAM which are licensed.

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The LICENSOR may also provide any documentation in machine-readable form via the Internet or in a technically equivalent manner.

5. The LICENSEE is entitled to copy and use the documentation provided for the purpose of use according to the contract. In the context of the License Agreement the LICENSEE may make backup copies of the PROGRAM for his own use. Without the express consent of the LICENSOR it is prohibited to rent, loan, lease, sell or to make the LICENSED MATERIAL available with or without charge to third parties as a whole or in part, in any form whatsoever. Companies or persons are deemed not to be third parties if they are commissioned with the direct upkeep of the company, and are subject to a confidentiality agreement e.g. in the context of a service contract with the LICENSEE (so-called MAINTENANCE PERSONNEL). The LICENSEE must ensure that information of whatever kind regarding the LICENSED MATERIAL or the PRODUCT in particular operating or business secrets of the LICENSOR is not communicated by the MAINTENANCE PERSONNEL, and that the said information not retained by the MAINTENANCE PERSONNEL after the termination of this function (i.e. if the aforesaid become third parties within the meaning of this Agreement).

6. The LICENSEE may not grant sub-Licenses. Neither may the LICENSEE grant rights to the LICENSED MATERIAL in any form whatsoever to third parties.

7. The granting of a License to the PRODUCT does not confer any rights to the use of the LICENSED MATERIAL, or constitute a legal relationship on any legal grounds whatsoever, over and above those in the context of this License Agreement. 8. The Object Code may not be disassembled. It is also prohibited to reconstruct or to emulate parts of the Object Code, the program or database logic, or parts of the PRODUCT, the password, the structures (also of the database), or parts of the PRODUCT such as routines, program logic etc in any form whatsoever. Processing or amendment to the PRODUCT in any form whatsoever is prohibited. The LICENSEE has no claim to the structure, storage mechanisms, passwords or interfaces being made known to him, even after termination of the License Agreement.

9. The transfer of the License to third parties in the course of total or individual legal succession can only be made after the receipt of prior explicit written permission by the LICENSOR. The division of the License or Licenses is not possible, even if these are granted for several workstations.

10. The License only applies for such time as all copyright information or other information regarding the protective rights of the LICENSOR or LICENSOR's remains on in the LICENSED MATERIAL, and an indication of all rights of the LICENSOR to the PROGRAM, or the results obtained by the use of the PROGRAM is affixed to it. This also applies to information concerning the LICENSOR, which is not explicitly designated as copyright by means of a copyright mark or other indication.

11. Use of the PROGRAM for other products i.e. in the field of locking systems etc. which do not originate from the LICENSOR, or from companies with which he is directly or indirectly associated on the grounds of any level of holding whatsoever, is prohibited unless there is Agreement to the contrary.

### **III Locking rights, orders, data backups etc**

1. The LICENSEE confirms that he has access to sufficient know-how for the use of the LICENSED MATERIAL. The LICENSEE shall ensure that only persons with appropriate specialist knowledge work with the PROGRAM. He is aware that incorrect use (according to the scope of the LICENSED MATERIAL) can have serious consequences. The LICENSEE is also aware that access by unauthorised persons (particularly in areas in which orders are transacted, or locking rights are allocated or amended) can cause problems which include unauthorised access or denial of authorised entry or access. The LICENSEE must therefore take special care to safeguard the access data and protect it against access by third parties. The LICENSEE must ensure that no misuse of the LICENSED MATERIAL of any kind can occur. The LICENSEE must indemnify the LICENSOR with regard to all negative consequences resulting from the incorrect or unauthorised use or utilisation of the LICENSED MATERIAL, regardless of who is at fault. The LICENSOR or the companies, to which orders or queries etc are addressed or communicated, are not obliged to verify in any way whatsoever the authority of the orders, the delivery address, or other details.

2. All use of the LICENSED MATERIAL for evaluations which contravene statutory regulation (e.g. the Data Protection Act) is prohibited. In general, all recorded data may only be used within the context of what is legally permissible.

3. For orders, the word of the LICENSEE or the legal entity stated in the order remains binding to the LICENSOR, or the company to which the order is communicated or passed on, for a period of at least six weeks. The acceptance of an offer of conclusion of contract is constituted by the actual acceptance by the

LICENSOR (or the particular company). If not otherwise agreed, the particular valid General Conditions of Business and, the LICENSOR's catalogue prices apply to the order. The contracting partner is aware that the supply by the LICENSOR is solely in accordance with his General Conditions of Business, and that any contractual provisions, templates, purchasing conditions etc of the LICENSEE (or contractual partner) do not apply.

4. The LICENSEE is obliged to perform daily data backups on a medium suitable for the secure storage and retrieval (e.g. DAT streamer) and to print out the contents of the database and store this separately.

#### **IV Scope of warranty, liability**

1. The LICENSOR warrants that the unaltered LICENSED MATERIAL, when exclusively used for the agreed purpose, can essentially fulfil the functions of the licensed modules described in the specification sheet at the time of handover. Any warranty and liability by the LICENSOR for use which is not of the usual kind, or not according to the Agreement, is excluded. No claims for warranty/liability will be accepted if changes are made to the LICENSED MATERIAL. 2. The term of warranty is three months from handover. The handover is understood to be, the date of handover of the data carrier or the date on which the PROGRAM is otherwise made available. Warranty in excess of this period is excluded, even if any faults occur after this period.

3. The LICENSEE has a duty of complaint. He must make known any faults to the LICENSOR within five working days of their occurrence, or otherwise his legal rights will be forfeited.

4. In case of fault to the data carrier, there is only claim to the replacement of the aforesaid. There is no other legal redress of any form whatsoever, particularly for the consequences of delay with regard to the PROGRAM or the LICENSED MATERIAL.

5. Claims under warranty are primarily limited to remedy of faults, and in particular are limited to the exchange of the faulty data carrier or the re-working of the PROGRAM. If rectification of the fault is not possible within a reasonable period, the LICENSEE is entitled to demand a reduction in price, or in the case of significant faults, to withdraw from the License contract after stipulating a reasonable period of notice. The responsibility of proving that a fault exists lies with the LICENSEE. There is no retrospective warranty. Cumulative claims on several grounds are excluded. The LICENSOR will not assume liability for any damages which result from a withdrawal by the LICENSEE.

6. Any warranty in excess of the above items in any form whatsoever is excluded. The provisions regarding warranty also apply to retrospective claims, claims for compensation or claims made on any legal basis whatsoever, under which claims for which warranty are usually made, in particular faults due to defects.

7. Claims for compensation and liability of any form, in particular for delay, impossibility of performance, positive breaches of claims, loss of earnings, consequences of faults, restoration costs, procurement of replacement products etc. are explicitly excluded. If however, for whatever reason, the LICENSOR should become liable, this liability is limited to twice the amount of the License fee which was actually paid by the LICENSEE for the LICENSED MATERIAL. Current License payments or maintenance fees shall only be taken into account insofar as they were paid during the last year. Liability for slight negligence is excluded. Liability for damage which occurs later than three months following the handover is also excluded. The LICENSEE must inform the LICENSOR in writing of any faults within five working days of their occurrence, or otherwise his legal rights are forfeited. If the limitation of warranty or liability contravenes mandatory statutory regulations, the warranty and liability obligations of the LICENSOR will be restricted to the legally permissible minimum extent and amount.

8. The provisions of this section also apply to the relationship of the LICENSEE to any contractual partner from which he has acquired the license (RETAILER). Cumulative claims against the LICENSOR and the RETAILER are excluded.

9. The present License conditions apply regardless of any other Agreements, particularly with regard to the use of locking systems produced by the LICENSOR or associated companies. In particular, any defect in the area of the SUBJECT OF THE LICENSE does not constitute an entitlement to withdrawal from any contract concerning any locking systems etc, or to the derivation of any legal consequences with regard to the aforesaid. The present LICENSED MATERIAL is completely independent.

10. The LICENSEE shall fully indemnify the LICENSOR against claims resulting from the use of the LICENSED MATERIAL by the LICENSEE or by third parties with his consent and approval, or because such use has not been prevented by the LICENSEE.

11. The LICENSEE is aware that no liability of whatever form will be assumed by the LICENSOR for the incorrect distribution of locking rights or its consequences, regardless of whether these are caused by software or hardware faults.

12. The security of locking, particularly in the field of locking systems cannot be guaranteed. No warranty or liability of any form will be assumed for this.

13. It should be noted that for particular products (according to their technical design) the barring of an identification medium only becomes effective if this information (which cannot be controlled due to the technical design) is communicated to the locking system. Any response of the system depends on various factors. Therefore no warranty or liability can be assumed for such response.

## **V Information, Updates and Upgrades, extension of the license environment**

1. The LICENSEE has no claim for the provision of PATCHES, UPDATES (MINOR or MAJOR RELEASES), UPGRADES or other changes to the program on the basis of this License Agreement. For this, the conclusion of a separate Agreement is necessary.

2. The extension of the License always requires a separate written Agreement with the written consent(s) of the LICENSOR(s).

3. The LICENSOR reserves the right to make changes, including restrictions of functions of the PRODUCT etc. at any time. The LICENSOR can insist that the LICENSEE installs other versions of the PROGRAM and or/PATCHES.

4. The LICENSOR provides no warranty of any form for the compatibility of the PROGRAM in the context of the software and hardware environment of the LICENSEE. However, he shall provide non-binding details of typical software and hardware environments. The LICENSEE is aware that under certain conditions the purchase of UPDATES (particularly in the context of a new hardware environment) may be necessary, and that upward and downward compatibility in the context of any software and hardware environment cannot always be guaranteed.

5. Any support is not the subject of this License Agreement. Neither does this License Agreement include training, maintenance, PATCHES, UPDATES or UPGRADES.

6. The installation of the software, of PATCHES etc. is always carried out at the risk and expense of the LICENSEE.

## **VI Rights of title**

1. The PRODUCT and the LICENSED MATERIAL is and remains the sole property of the LICENSOR. Also, any other rights of the LICENSOR, particularly copyright and other protective rights are not affected by this License Agreement.

2. The LICENSEE does not become the owner of the PRODUCT or the LICENSED MATERIAL and does not acquire rights of any form, unless these are expressly granted in this contract.

## **VII Confidentiality, fidelity obligation, verification**

1. The LICENSEE must take all necessary measures to ensure that the LICENSED MATERIAL is used according to the Agreement, and prevent unauthorised access, copying, or any other misuse or breach of this License Agreement. The LICENSEE is also obliged to maintain confidentiality with regard to the LICENSOR's business, business relationships, or other commercial matters, and his operating and business secrets. The LICENSEE also explicitly and irrevocably declares, that he particularly will not perform any acts on the basis of the operating or business secrets to which he has access, for his own benefit or the benefit of others, or utilise these in any way. He will also not challenge the LICENSOR's rights to the PRODUCT, or contest these either in or out of court.

2. The LICENSEE explicitly commits to complete confidentiality regarding the more detailed modalities of this License Agreement, and the amount of the license fees. The only exceptions to this are disclosures which must be made to authorities, such as taxation authorities due to the mandatory legal obligations. Insofar as is legally necessary, or necessary under the Articles of Association or other regulations, disclosures may be made to the necessary extent to other bodies of the LICENSEE, particularly supervisory bodies. Any information to potential customers or competitors of the LICENSOR is excluded.

3. If it comes to the LICENSEE's knowledge, that there is any intervention in the LICENSOR's rights, particular property rights or copyrights, he must immediately take all necessary measures to defend against these and inform the LICENSOR of such intervention immediately. He shall hand over to the LICENSOR all information and evidences which are available to him regarding the intervention.

4. If the LICENSOR has grounds for suspicion that provisions of this Agreement are being breached, he is entitled to have the compliance with these provisions verified by a person bound to confidentiality, in the presence of a representative of the LICENSEE. If these suspicions are justified, the LICENSEE shall bear the costs of this verification.

## **VIII Duration of contract**

1. The license is granted for an indefinite period unless differing agreements are made.
2. The LICENSOR is entitled to terminate the License Agreement immediately on serious grounds if after notification of a relevant breach of this Agreement, or other important interests which are to be considered as an important reason, the LICENSEE does not rectify the irregularity within a reasonable period. In particular, important reasons are deemed to be:
  - the unauthorised transfer of the PROGRAM to third parties,
  - enabling or condoning the use of the said PROGRAM by third parties,
  - the production of copies of the PROGRAM, insofar as these are not backup copies within the meaning of this agreement,
  - production of copies of the documentation in breach of contract,
  - tampering, disassembly, reconstruction etc. of the PRODUCT or parts of the same, e.g. the program logic etc. in contravention of Item II.8.,
  - transfer of the License without the prior explicit written permission of the LICENSOR (Item II.9.),
  - infringement of the affixing of information of copyright or other information of the LICENSOR according to Item II.10.,
  - opening of bankruptcy, liquidation or restructuring proceedings or other similar proceedings against the assets of the LICENSEE, or the rejection of such applications due to lack of funds, or the insolvency or significant deterioration of the financial situation of the LICENSEE, due to which the initiation of such proceedings is imminent,
  - breach of any maintenance contract or similar contractual relationship,
  - breach of the obligation to confidentialityetc.,
  - unjustified refusal of verification or unjustified incomplete disclosure of the requested details, or unjustified denial of access to relevant rooms or data processing systems,
  - breach of other obligations according to Item VI.,
  - use of the PROGRAM in a non-compatible hardware or software environment,
  - provision of access to unsuitable or inadequately trained employees, or employees who are not bound to confidentiality,
  - use of the PROGRAM with third party products.
3. In the case of a justified termination of this Agreement, the LICENSED MATERIAL shall be returned by the LICENSEE immediately. Any copies must be permanently destroyed. The LICENSOR must be given immediate confirmation of the complete return or destruction. The termination does not affect any claims of any legal nature whatsoever by the LICENSOR. On termination, there are no claims against the LICENSOR. Likewise, there are no claims against the LICENSOR in case of unjustified termination, insofar as he can claim that the grounds for termination were assumed in good faith. The LICENSOR is entitled to not make use of his right of termination without prejudice to his legal position.
4. The provisions of Item VI also apply beyond the term of the License Agreement, as do the associated provisions regarding breach of contract (Item X).
5. On termination of the License Agreement for any reason whatsoever, the provisions of Item VIII apply accordingly. 3.

## **IX License fee**

The amount of the License fee was separately agreed, where necessary with a retailer, and is to be paid to the immediate contractual partner. Recurring (current) license fees are according to the particular current price list of the LICENSOR. The LICENSOR is free to constitute the aforesaid according to his commercial discretion. The License fees will be adjusted by at least the VPI 2000 (Retail Price Index 2000) independently of the publication of a price list (basis: month of purchase of the License). Fluctuations of the index of +/- 3% will not be taken into account.

## **X Breach of contract**

1. If breaches of the License Agreement (including the General Licensing Conditions) occur within the sphere of influence of the LICENSEE, or if the LICENSEE exceeds the License granted, the LICENSEE explicitly and irrevocably commits to pay an irreducible contractual penalty which is independent of blame and the actual occurrence of damage, to the amount of EUR 10,000 (ten thousand Euro) per breach of contract.
2. The right to claim that higher damage has been incurred by the LICENSOR or third parties, as well as other rights of the aforesaid, in particular the right of termination of the contract remain unaffected by this.

## **XI General provisions**

1. Austrian Law applies. Exceptions to this are any conflicting or reference standards, in particular UN Trading Law.

2. Subsidiary to this, the General Conditions of Business of the LICENSOR apply.
3. The LICENSEE agrees to the processing and use of his data. In particular he is also aware that for reasons of rectification of faults, and remote maintenance and license monitoring, the LICENSOR must have external data access to the PROGRAM. This is to be set up at the expense of the LICENSEE. Withdrawal of this consent is possible at any time. On withdrawal of this consent, the License Agreement is immediately terminated. Otherwise, Item VIII applies accordingly.
4. Amendments or supplements to the license conditions must be made in writing. The same applies to a waiving of the Agreement to the written form.
5. The contracting parties waive the contesting or modification of this Agreement for any reason, e.g. due to errors or reduction in excess of one half.
6. The costs, fees or charges entailed in the creation and implementation of this Agreement will be paid by both contracting parties alike.
7. The application of General Conditions of Business, Purchasing Conditions or other general contractual templates of the LICENSEE is excluded unless there is explicit agreement to the contrary. Furthermore, these do not apply in addition.
8. If provisions of this contract are or become ineffective, invalid or unenforceable, the effect, validity or enforceability of the other provisions remains unaffected. In the event that one of these provisions is or becomes ineffective, invalid or unenforceable, it is deemed that the contracting parties will agree to a provision which comes as close as possible to the commercial effect of the ineffective, invalid or unenforceable provision.
9. For all disputes arising from or in connection with these License Conditions, as well as creation or their effectiveness, in particular their effect and the Agreement on the court of jurisdiction, the contracting parties agree that the sole court of jurisdiction is the court responsible for commercial matters in Vienna.
10. Correspondence is deemed to have been received at the latest 7 days after dispatch if it was sent to the last address, fax number or e-mail address provided in writing. For e-mail, the proof of receipt is to be provided by the sender. The timely posting or sending of a fax or communication by e-mail is deemed to be in compliance with any time limits.
11. The LICENSEE grants his explicit consent that the LICENSOR may cite him as a reference customer to whoever he wishes, and in any technical form, particularly in any advertising material.
12. The place of payment and fulfilment is the registered office of the LICENSOR.
13. The LICENSEE declares that he is a businessman in the sense of the Consumer Protection Act. He is liable to the LICENSOR for the correctness of this statement.
14. In case of doubt, all sums stated are in Euro, plus VAT at the current statutory amount.