

# Terms of Use for EMPURON Software

1. Object of agreement
  - 1.1. (Terms of use) **EMPURON** assigns the not further transferable, not exclusive and temporally unlimited right to use the delivered software and its documentation ("software") to the customer.
  - 1.2. (Surrender to other parties) Without prior written approval neither the rights for use nor sublicenses can be assigned by the customer to other parties. Neither temporary abandoning nor other matters of gaining access to the software to other parties are part of the terms of use. The possibility of the customer to use the software by employees or delegates for characteristic purposes remains thereof untouched, provided that these license agreements are binding also for those persons.
2. Delivery
  - 2.1. (Delivery) **EMPURON** hands over a CD copy of the software which was installed during commissioning. In case of contractual agreement, the software of **EMPURON** will be delivered together with its source code. Third party software is therefrom excluded.
3. Restrictions
  - 3.1. The use of the software on the computers of the contractual partner, at the places of the installation of the software, is restricted. For the software on each server license keys are provided by **EMPURON**, which are hardware dependent. The license key on the server, on which the **EMPURON** software is installed, is only valid together with a license document, which is handed over by **EMPURON** representatives when warranty starts. Modifications of the parameterization are permitted.
4. Warranty
  - 4.1. For the delivered software a implied warranty within the limits of laws is valid for two years for defects in the originally at time of commissioning delivered source code.
5. Trade mark rights of third parties
  - 5.1. (Exemption) **EMPURON** exempts the customer of all claims of third parties against the customer from violations of trade mark rights of the surrendered software programs according to their agreed functions, provided that the customer informs **EMPURON** immediately in a written notice.
  - 5.2. (Procedure of removal) **EMPURON** is entitled to carry out at the place of installation on own costs necessary software-changes based on the trade mark rights of third parties.
6. Property and trade mark rights of the software
  - 6.1. (Property) **EMPURON** remains bearer of rights of the software surrendered to the customer comprising of each appendant material, documentation and linked or embedded software parts or third-parties software, even if the customer performs changes or connects own software or software of third parties with it. If such changes or connections as well as in the creation of copies take place, the customer mounts a corresponding author memo.
  - 6.2. (GNU Public License Software - GPL) GPL-Software, as far as delivered, is specially labelled as GPL. The Source Code is public. Any extensions of **EMPURON** in the original code will be public as well. **EMPURON** arranges the publishing of these extensions to the GPL project. Any vendor of **EMPURON** Software is obliged to accept the GPL labels and to deliver the software due to the rights of the GPL and to keep all provisions to the GPL on his part. Any end user is free to modify the delivered GPL software parts due to the rules of the GPL.
7. Liability
  - 7.1. (Scope of liability) **EMPURON** will be liable for direct damage to persons or property, which are accrued to the customer by intention or grossly negligent. Direct damage is that expense that is required to the restoration of the damaged goods.
  - 7.2. (Disclaimer of warranty) **EMPURON** will not be liable on occurrence of data mistakes, data loss or misleading representation of data. Especially the customer has to convince himself of the correct data transmission. A liability for the damage emerged by defective data or data representation, especially the hence following medical actions are excluded.
  - 7.3. (Third party software) **EMPURON** will not be liable for delivered third party software.
  - 7.4. (Date manipulation) **EMPURON** will not be liable for consequences that emerge by the variation of data outside of the delivered software, regardless if the change concerns the data structure or the file designation.
8. Duties of the customer
  - 8.1. (Copyright endorsements) The customer must not change labelling, copyrighting endorsements and property statement of **EMPURON** or in the third-party software.
  - 8.2. (Documentation) The customer is obliged to log all software-changes or changes of the parametrization of the delivered software.
  - 8.3. (Data back-up) The customer is obliged to save data and programs in appropriate intervals in machine readable mode, at least once a day.