SCANLAB
innovators for industry

sync*AXIS* control
Software License Agreement

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§ 1 Definitions

(1) The "licensor" is SCANLAB GmbH, headquartered at Siemensstr. 2a, 82178 Puchheim, Germany (web address: www.scanlab.de).

(2) The "licensed software" encompasses the licensor's software supplied in this package (e.g. on a data storage medium), including the syncAXIS control computer program as object code and related user documentation. The user documentation describes the characteristics and functionality of the licensed software as well as the hardware and software environment in which the licensed software is to be used. The licensed software is copyrighted. It is licensed by the licensor, not sold. The libraries listed in §10 page 7 are not part of the licensed software, but instead are subject to open source licenses. For each of these provided libraries dynamically linked to the licensed software, the indicated license applies.

(3) A "dongle" is a license-protection hardware device supplied with the licensed software. The licensed software is only fully functional if the dongle is installed in accordance with the user documentation.

(4) The "customer" is the licensee.

§ 2 License Concession

(1) The licensor grants the customer a non-exclusive right, unrestricted in time and location, to use the licensed software (referred to in "Definitions") in accordance with the terms of this license agreement.

(2) The granted license applies to the supplied version. This agreement covers neither installation and configuration services, nor customization of and developmental extensions to the licensed software, nor software maintenance, nor briefings or training by the licensor.

§ 3 Scope of Software Agreement and License Restrictions

(1) Installation and Usage:

(a) Permitted usage encompasses the customer's installation of the licensed software, loading into system memory and license-compliant usage defined by the user documentation and for the therein-described purposes.

(b) The licensed software may be installed on multiple computers. The licensed software may only be used together with the dongle and not simultaneously on multiple computers.

(c) Neither the licensed software, nor the dongle, may be altered or manipulated without written permission from the licensor. This also applies to translation of resources into other languages and customization of the user interface. Neither copyright and other restricted-rights notices, nor serial numbers, nor other program-identification characteristics of the licensed software may be altered or rendered unrecognizable.

(d) The customer may not decompile, disassemble, or reverse engineer the licensed software or otherwise attempt to discover the source code of the licensed software.

(2) Duplication:

(a) A copy of the dongle may not be created.

(b) The customer is entitled to create a single backup copy of the licensed software under the prerequisite that this backup copy is to be installed and used exclusively for archival purposes. A backup copy created by the customer must (to the extent technically possible) bear the designation "backup copy" as well as the identical copyright and other protected rights notices appearing on or in the licensed software. Further copies of the licensed software may not be created.

(c) The user documentation may be copied for internal organizational purposes. Further reproduction and distribution of the user documentation is not permitted.

(3) Assignment of Usage Rights to the Licensed Software

The customer is entitled to permanently or temporarily assign the obtained software license to another party if said party agrees to maintain compliance with the licensing terms. The following conditions are to be thereby observed:

(a) The customer expressly secures agreement of the other party to accept the terms of this license agreement.

(b) The customer transfers to the other party the licensed software (data storage medium) and the related dongle in their original states. Further, the customer fully ceases program usage and retains no copies. The customer promptly and fully deletes all installed copies of the program from his computers and deletes all copies present on other data storage media, or otherwise destroys them or supplies them to the licensor unless he is legally obliged to retain data. This also applies to all backup copies or partial copies of the licensed software. If requested by the licensor, the customer shall provide written confirmation of full execution of these described measures or explain the reasons for any retention.

(c) Entitlement to assignment encompasses neither distributing copies or partial copies of the program, nor distribution of altered or adapted versions of the licensed software, nor copies or partial copies derived therefrom.

(d) The customer is responsible for any and all support to the other party beyond the warranty. Assistance by the licensor requires a special agreement.

When the other party accepts the terms of this license agreement, then assignment of the licensed software and dongle thereby transfers all rights and obligations of this agreement to said other party, who thereby assumes the customer's role in terms of the agreement. Simultaneously, the customer's entitlement to use the software expires as per paragraphs (1) and (2).

(4) Restricted Further Usage Rights

All further rights to use and exploit the obtained license remain reserved.

In particular, without written permission from the licensor, the customer has neither the right to sublicense the obtained license nor to distribute the licensed software on the open market or provide public or third-party access to it except in the form expressly allowed by paragraph (3).

If the customer uses the licensed software in a scope qualitatively (with respect to the type of entitled usage) or quantitatively (with respect to the number of obtained licenses) exceeding that of the obtained usage rights, then he shall promptly purchase the usage rights needed for compliant usage. If the customer fails to do so, the licensor may revoke the above-described usage rights and assert appropriate injunctive relief and/or claims for damages.

§ 4 Updates

If the licensed software is an update or upgrade to a previous version of the licensed software, the customer must possess a valid license to such previous version in order to use such update or upgrade. After the customer installs such update or upgrade, the customer may continue to use any such previous version in accordance with its software license agreement only if:

(a) the update or upgrade and all previous versions are installed on the same device,

(b) the previous versions or copies thereof are not transferred to another party or device unless all copies of the update or upgrade are also transferred to such party or device and

(c) the customer acknowledges that any obligation the licensor may have to support the previous version(s) may be ended upon the availability of the update or upgrade.

No other use of the previous version(s) is permitted after installation of an update or upgrade. Updates and upgrades may be licensed to the customer by the licensor with additional or different license terms.

§ 5 Obligations of the Customer

(1) The customer concurs with the licensor that the licensed software may only be used for controlling a laser system if all relevant safety regulations are adhered to, particularly all applicable laser protection guidelines. The customer commits, as per the provisions of this agreement, to undertake all necessary and appropriate measures to avoid or limit damage:

(a) The customer is obliged to inspect the complete system in which the licensed software is used for sufficient safety and compliance with all applicable and relevant safety regulations, to install software-independent safeguards when applicable, and to thereby ensure that all safety regulations are at all times strictly adhered to during installation and operation of the system.

(b) The customer concurs with the licensor that it is impossible to develop programs and hardware which are error-free under every condition of usage. The customer undertakes appropriate precautions for the case that the licensed software might malfunction partially or completely. Prior to operational deployment, he thoroughly checks the licensed software for usability in his intended application.

(c) The customer undertakes appropriate measures to deny access to the licensed software and dongle by unauthorized parties. In particular, he stores all copies of the licensed software and access data in a secure location.

(2) With respect to the licensed software, the customer is obliged to uphold the license rights of the licensor against other parties (see section §3, paragraph (3)).

§ 6 Audit Right

The customer shall comply with requests by the licensor to review appropriateness of usage of the licensed software and dongle, particularly regarding whether usage of said program lies within the qualitative and quantitative scope of the customer's obtained licenses. Here, the customer shall supply information to the licensor, provide access to relevant documents and records, and facilitate inspection of the deployed hardware and software environment. The licensor or a designated confidentiality-bound party may perform such inspection at the customer's premises during normal business hours. The licensor will thereby strive to minimize disruption to the customer's business operations or onsite activities.

§ 7 Limited Warranty

(1) The licensor warrants that the licensed software provides the functions described in the user documentation ("the agreed functions"). Statements contained in the licensed software's user documentation are to be understood as functionality descriptions and not as guarantees. A guarantee is only provided when expressly stated.

The warranty against defects does not apply to:

(a) Minor deviations from agreed functions

(b) Defects arising from inappropriate or improper usage by the customer (e.g. using the licensed software in a software or hardware environment that disregards the user documentation and installation prerequisites mentioned therein)

(c) Licensed software modified by the customer

(d) Licensed software subject to uses beyond that described in the user documentation

(e) Software supplied free of charge to the customer – e.g. preliminary, beta or test versions.

The customer uses not-for-resale preliminary, beta or test versions of the licensed software at his own risk.

(2) The licensor warrants that the dongle is free of defects that substantially impair the licensed software's value or capability when used in accordance with the user documentation. During the warranty period, the licensor will replace a returned defective dongle.

(3) The licensor warrants that the customer can use the licensed software without infringing third-party rights. In the event of infringement, the licensor will, at its option, either arrange for a legally non-infringing possibility to use the licensed software or modify the software to no longer infringe third-party rights.

(4) Unless expressly agreed, the licensor is not obliged to provide support beyond that of the warranty.

(5) The customer is obliged, promptly after receiving the licensed software, to check it for obvious defects and to promptly inform the licensor of such defects (the customer shall thereby provide verifiable records of the nature and occurrence of defects under license-compliant usage and assist in localizing such defects); otherwise a warranty for those defects is disclaimed. The same applies if such a defect manifests itself subsequently. § 377 HGB (German code of commercial law) applies. In the event of a defect, the licensor is first entitled to select a remedy, i.e. either repair of the defect ("repair") or delivery of a replacement. In the case of replacement, the customer will accept a new version of the licensed software. If a warranty remedy proves unsuccessful, then the customer is entitled to reduce the purchase price or terminate the sales contract.

(6) The licensor is entitled, but not obliged, to implement warranty performance at the customer's premises. The licensor also meets his warranty performance obligations by providing web-downloadable updates with automatic installation routines and via phone-based customer support to resolve issues such as installation problems.

(7) The warranty period is 12 months, commencing from the date of dongle delivery.

§ 8 Limitation of Liability

(1) In case of intent or gross negligence on the part of the licensor or the licensor's agents or assistants in performance, the licensor shall be liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentional, the licensor's liability for damages shall be limited to the typically predictable damage.

(2) The licensor's liability for culpable damage to life, body or health as well as the licensor's liability under the product liability act shall remain unaffected.

(3) Any liability not expressly provided for above shall be disclaimed.

§ 9 Copyrights, Trademarks

(1) The licensed software and dongle are protected on behalf of the licensor by copyright laws and international copyright agreements. All copyrights and all other rights of the licensed software, the dongle and each authorized copy of the licensed software that are not expressly stated in this agreement remain solely with the licensor. The customer is obliged to treat the licensed software and dongle like any other copyrighted material.

(2) The customer acknowledges all trademarks of the licensor, particularly the trademarks "SCANLAB", "sync*AXIS* control" and "RTC®".

§ 10 Utilized Open Source Software and License Links

(1) All below-mentioned license texts are stored in the installation directory and contained on the supplied data media.

(2) If a license requires delivery of the utilized source code, then it will be contained in the installation medium's directory.

(3) List of utilized libraries with license information:

Library	Source	License
Eigen	http://eigen.tuxfamily.org/index.php?title=Main_Page	MPL 2.0
spdlog	https://github.com/gabime/spdlog	MIT License
Xerces-C++	https://xerces.apache.org/	Apache Software License version 2.0

§ 11 Miscellaneous

(1) The customer may assign claims against the licensor to other parties only upon written consent from the licensor.

(2) The customer can only expect fulfillment of uncontested or legally binding claims.

(3) Alterations and additions to this agreement must be executed in written form. The same likewise applies to alteration or deletion of this clause. Electronic text documents do not constitute the written form.

(4) The customer's general terms and conditions of trade are not applicable.

(5) This agreement shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (April 11, 1980; UN Sales Convention).

(6) Place of fulfillment is Puchheim, Germany. The exclusive court of jurisdiction is Landgericht München I.

(7) If a provision of the present agreement is or becomes invalid wholly or in part, validity of the remaining provisions made in this agreement is unaffected. In such a case, the contractual parties are obliged to participate in the establishment of a stipulation which comes closest to what has been intended economically. The corresponding shall be effective, if a clause is or will be incomplete.