

Inspector Faro Plugin Software - License Contract

This is a license contract, not a bill of sale between you (short 'licensee') and Rithm (short 'licenser'). By downloading and installing Inspector, you agree to the terms of this contract. The rights for using, transferring and duplicating are limited by this contract.

§1 Subject of the Contract

Subject of the contract is the handing out of the program package Inspector. Inspector is given to the licensee in the form of an object program. There is no right for obtaining the source code. The program package also includes the manual, a software copy protection or a software based copy protection.

The parties to the contract start out from the ability to protect the program according to copyright. The licenser or a third party have a copyright for the delivered subject. As far as a third party has any copyrights the licenser owns the corresponding user rights.

§2 Extent of Use

For the duration of the contract the licensee is granted the simple not exclusive and personal right (license) to use the computer programs stored on the data storage devices according to the regulations stated below.

A license of the software may not be used by the licensee on more than one single computer at the same time.

The licensee is entitled to make a back-up copy of the program. The program package and the firm names, trademarks and copyright remarks contained in it may not be altered or processed in any way. The licensee is not entitled to copy or in any way duplicate the software as well as the written material completely or partly in its original or in altered form or in a form merged with or included in other software.

The licensee is obliged not to disassemble the program or parts of it or to have it disassembled. In case the licensee needs information for creating the interoperability this information will be provided by the licenser. It is also not allowed to translate or alter the written material or to create works derived from the written material.

The licensee is not entitled to remove the software copy protection connected to the software program or to by-pass it in any way.

The licensee has to make sure that programs, documentations and duplicated items are not accessible to third parties without previous consent of the licenser. The licensee is especially not entitled to transfer, rent or lend the software to a third party without an explicit consent of the licenser. In principle a transfer is only possible if the third party agrees to the conditions of the contract. These conditions have to be pointed out explicitly to the third party. With a licensed transfer all user rights of the transferring party are void.

A further use is not allowed.

§3 Guarantee

The creation of the software is carried out with carefulness in compliance with established programming rules. According to the development of the technology errors in the creation of the software cannot be excluded completely.

The licenser is not liable for errors and does not guarantee the specific usefulness of the software for the requirements of the licensee. The licensee is responsible for the correct choice and the consequences from the use of the software as well as for the desired and obtained results from the use of this software. There is no right for guarantee claims, as far as they are legally permitted.

The licenser is especially not liable for indirect damages or resultant damages caused by errors or faults of the

licensed software. The limitation of liability is void for intention, gross negligence and guaranteed characteristics.

§4 Duration of Contract

The contract runs for an indefinite time. The licensee's right to use the software runs out automatically without termination if the licensee violates a condition of this contract. If the user right is terminated due to a violation of the contract the licensee is obliged to destroy all parts of the program package transferred with the license as well as all software copies including probably altered copies.

§5 Final Regulations

In case that one or more than one regulation of this contract are or will become inoperative or the contract should contain loopholes the legal validity of the other regulations is not affected by this. Instead of the inoperative regulation an operative one, that is economically as close as possible to the desire of both parties, is seen as agreed on.

Each alteration of this contract must be drawn up in writing. There are no supplementary agreements to this contract.

The software relies on the licensee's knowledge and ability to conduct the ASTM 1155 test correctly, and results are provided for reference only. The licensor is not responsible for any inaccurate data resulting from the use of the software.