

**HS-ART Digital Service GmbH**  
**Licence agreement**

Copyright ©, Feb 18th 2019, HS-ART Digital Service GmbH, Dietrichsteinplatz 3, A-8010, Graz, Austria.

PLEASE READ THIS LICENCE (“THE LICENCE”) CAREFULLY.

HS-ART Digital Service GmbH (“HS-ART”) IS OWNER OF DIAMANT-FILM RESTORATION SUITE, ANNOTATOR, DUSTBUSTER, DUSTBUSTER+, IR CLEANER (DIAMANT-FILM APPs) AND GRANTS YOU A LICENCE ON THE FOLLOWING TERMS AND CONDITIONS.

BY ACCEPTING, YOU (“THE USER”) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS LICENCE AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT ACCEPT ALL THE TERMS OF THE LICENCE, HS-ART GRANTS NO LICENCE TO USE DIAMANT, AND THEREFORE YOU ARE NOT PERMITTED TO INSTALL, USE OR WORK WITH DIAMANT.

**LICENCE CONDITIONS**

**1 Ownership**

- 1.1 HS-ART is the owner and proprietor of copyright, database right and all other intellectual property rights in and to DIAMANT-FILM APPs and related documentation.
- 1.2 DIAMANT-FILM APPs are confidential and proprietary to HS-ART and HS-ART retains title and ownership of DIAMANT-FILM APPs and related documentation at all times. All copies of DIAMANT-FILM APPs and related documentation are the property of HS-ART regardless of the medium in which such copies may exist.
- 1.3 THE USER undertakes to adopt any security measures needed to protect HS-ART’s copyright, database right and other intellectual property rights in DIAMANT-FILM APPs and related documentation and undertakes to take all reasonable steps to ensure that no unauthorised use is made of DIAMANT-FILM APPs and related documentation.

**2 Licence**

- 2.1 Subject to the conditions of this Licence HS-ART grants to THE USER a non-exclusive, non-transferable licence to use DIAMANT-FILM APPs and related documentation, without the right to sub-licence, on computers within the possession or control of THE USER and to make any necessary copies for back-up.
- 2.2 The detailed conditions to use DIAMANT-FILM APPs are stored on the USB-dongle, that is necessary use DIAMANT-FILM APPs. If THE USER does not have a USB-dongle attached to the workstation, then THE USER must not install and/or use DIAMANT-FILM APPs on the workstation; in such a case THE USER is obliged to remove DIAMANT-FILM APPs from the workstation.
- 2.3 THE USER may disclose DIAMANT-FILM APPs only to those of its employees who have a need to know and access DIAMANT-FILM APPs provided that (i) such employee’s use of DIAMANT-FILM APPs takes place exclusively on computers controlled by THE USER and (ii) THE USER has appropriate written agreements with such employees to enable THE USER to comply with the conditions of this Licence.

**3 Licence Restrictions**

- 3.1 THE USER may not use, copy, modify or transfer DIAMANT-FILM APPs, in whole or in part, except as expressly provided for in this licence.
- 3.2 THE USER may not translate, reverse engineer, decompile, disassemble, modify or create derivative works based on DIAMANT-FILM APPs except as expressly permitted by law or by this Licence.
- 3.3 THE USER may not rent, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose of DIAMANT-FILM APPs, on a temporary or permanent basis, without the prior written consent of HS-ART and subject to any conditions imposed by HS-ART.
- 3.4 THE USER shall not incorporate DIAMANT-FILM APPs or any part thereof or allow it to be incorporated in any other software except as expressly provided for in this licence.

Wie arbeiten aufgrund der Allgemeinen Bedingungen für den Verkauf und die Lieferung von Software - Support Leistungen, sowie für Dienstleistungen in der Informationsverarbeitung durch Rechenzentren und den Verkauf und die Lieferung von Organisations-, Programmierleistungen- und Werknutzungsbewilligungen von Softwareprodukten - empfohlen vom Fachverband Unternehmensberatung und Datenverarbeitung sowie vom Bundesministerium des Maschinenhandels, Berufsgruppe Büromaschinenhandel und bei uns zur Einsicht liegenden Fassung.

Handelsregister: FN 175664f, UID: ATU45810109

Raiffeisenbank Lieboch-Stainz BLZ: 38210, Konto: 27656, SWIFT/BIC: RZSTAT2G210, IBAN: AT253821000000027656

#### **4 Termination**

- 4.1 The licence shall be granted from the date that THE USER accepted these conditions and shall remain in force unless and until terminated in accordance with condition 4.2.
- 4.2 This licence may be terminated by:
- 4.2.1 THE USER at any time by destroying its copy of DIAMANT-FILM APPs together with all copies in any form and notifying HS-ART in writing of such destruction; and / or
- 4.2.2 HS-ART at any time by notice in writing to THE USER if THE USER fails to comply with any material term or condition of this licence provided that THE USER has not cured the failure to comply in all material respects within 60 days of the date of THE USER's receipt of such notice.
- 4.3 THE USER agrees upon expiry or termination of this licence to cease use immediately of the DIAMANT-FILM APPs and to destroy forthwith its copy of DIAMANT-FILM APPs together with all copies in any form. Such termination shall be without prejudice to any claim which HS-ART may have for damages and/or otherwise.

#### **5 Labelling**

- 5.1 THE USER may not remove any copyright notices or proprietary legends within DIAMANT-FILM APPs.

#### **6 Maintenance**

- 6.1 HS-ART is not obliged to provide any maintenance, fault correction, patches, technical support or updates to THE USER for DIAMANT-FILM APPs. However, THE USER might ask HS-ART for an individual agreement for maintenance, support and updates.

#### **7 Disclaimer of Warranty and Limitation of Liability**

- 7.1 HS-ART gives no warranty to the user that DIAMANT-FILM APPs is free from defects or faults. DIAMANT-FILM APPs are provided "as is" without any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. HS-ART makes no representation about the suitability of DIAMANT-FILM APPs for any purpose.
- 7.2 To the maximum extent permitted by law, in no event shall HS-ART and / or its employees be liable for any direct, indirect, incidental, special, exemplary, or consequential loss and / or damages of any kind whatsoever (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; failure to make anticipated savings; costs of wasted time; costs of missed business opportunities; goodwill; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or delict (including negligence or otherwise) arising in any way out of the use of, or inability to use, this software, even if such was reasonably foreseeable or if HS-ART and / or its employees were advised of the possibility of such loss and / or damage. HS-ART does not exclude liability for death or personal injury caused by the gross negligence of HS-ART or its employees.
- 7.3 Anywhere HS-ART assumes no responsibility for force majeure. Notwithstanding any damages that you might incur for any reason whatsoever, the entire liability of HS-ART and your exclusive remedy for all of the foregoing shall be limited to the purchase price. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

#### **8 No waiver**

- 8.1 Failure by HS-ART to exercise or enforce any rights in this licence shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

#### **9 Indemnification**

- 9.1 THE USER agrees to indemnify and keep indemnified at all times HS-ART on demand against any liability, loss or damage incurred by HS-ART which arises directly or indirectly out of any breach of any of the undertakings or obligations on the part of THE USER contained in this licence or in respect of the use of DIAMANT-FILM APPs by THE USER howsoever arising (save for such liability, loss or damages directly and solely caused by the wilful negligence of HS-ART).

#### **10 Notices**

- 10.1 Any notice shall be deemed given when received by the other party.

#### **11 Entire Licence and Severability**

- 11.1 This licence constitutes the entire agreement between HS-ART and THE USER with respect to the subject matter hereof and supersedes all prior written or oral understandings, communications or agreements. This licence may be modified only by written agreement duly signed by authorised representatives of both HS-ART and THE USER.

Wie arbeiten aufgrund der Allgemeinen Bedingungen für den Verkauf und die Lieferung von Software - Support Leistungen, sowie für Dienstleistungen in der Informationsverarbeitung durch Rechenzentren und den Verkauf und die Lieferung von Organisations-, Programmierleistungen- und Werknutzungsbewilligungen von Softwareprodukten - empfohlen vom Fachverband Unternehmensberatung und Datenverarbeitung sowie vom Bundesministerium des Maschinenhandels, Berufsgruppe Büromaschinenhandel und bei uns zur Einsicht liegenden Fassung.

Handelsregister: FN 175664f, UID: ATU45810109

Raiffeisenbank Lieboch-Stainz BLZ: 38210, Konto: 27656, SWIFT/BIC: RZSTAT2G210, IBAN: AT253821000000027656

11.2 If any part of the conditions or exclusions contained in this licence is held to be void or unenforceable, such part shall be deemed to be deleted from this licence and the remainder of the provision in question shall continue in full force and effect.

## **12 Employee authorisation warranty**

12.1 If a person who is an employee completes this Licence and the DIAMANT-FILM APPs are to be used for the purposes of the business in which that person is employed then the person completing the Licence warrants to HS-ART that s/he is authorised to enter into this Licence.

## **13 Use and Export Control**

13.1 DIAMANT-FILM APPs must not be

13.1.1 Exported to any country on which export restrictions are currently imposed by any legislation, regulations, orders or other restrictions made from time to time by either the European Union or Austria; and / or

13.1.2 Used (in whole or part) contrary to any restriction on use imposed by any legislation, regulations, orders or other restrictions made from time to time by either the European Union or Austria.

## **14 Governing Law**

14.1 This licence agreement shall be constructed according to and governed by the law of Austria, excluding the UN-Convention on Contracts for the International Sale of Goods. All disputes or differences arising in connection with this agreement shall be subject to jurisdiction of the appropriate national court in Graz, Austria.