

# Licensing Terms

## doPanic GmbH

### PanicAR Framework Commercial License

#### § 1 Subject of Licensing Terms

- (1) doPanic GmbH (hereafter referred to as “Licensor”), headquartered in Regensburg, is the exclusive owner of
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  - b. the required, individually generated API keys (License Key);
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- (4) The Licensee may use updates to the License Material in accordance within the scope of a separate support contract or choose not to use them.

### **§ 4 Delivery by Download**

- (1) The Licensee will receive the License Material following conclusion of the associated contract either by e-mail delivery, or he will receive a link via e-mail to a website where the License Material can be downloaded.
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- (3) Installation of the programs will be completed by the Licensee.
- (4) License Material updates will be offered to the Licensee, provided the Licensee has concluded the necessary support contract. If the Licensee takes advantage of the offer, delivery will take place as described in Sect. 1.
- (5) The Licensor retains ownership of the License Material until complete payment for the License Material. In addition, the granting of usage rights takes place under the provision of complete and on-time payment.

### **§ 5 Responsibilities of the Licensee and Terms of Use**

- (1) The Licensee is obliged to maintain a functional and sufficiently scaled hardware and software environment for using "PanicAR Framework." This is the sole responsibility of the Licensee.
- (2) Terms of use, which are coordinated with the License Material delivered to the Licensee, correspond to the requirements of an iOS development environment (as prescribed by Apple) and consist of the following: an Intel-based Mac with Mac OS X (10.5.x or later); the necessary development software (XCode and iOS SDK); and membership or access to the "iOS Developer Program" (premium service via Apple). An Apple iPhone 3GS or Apple iPhone 4 or Apple iPad 2 is required for hardware testing.
- (3) Upon usage of the License Material without adherence to the terms of use, in accordance with §5(1), any possible existing legal obligations regarding warranty become inapplicable. In such a case, the Licensor will make appropriate efforts to provide fee-based support. Support service will however only accept errors that can be identified upon usage of License Material under the terms of use provided in the product information.
- (4) The Licensee is obliged to take appropriate precautions in case the "PanicAR Framework" software does not entirely or partially work properly. Such precautions especially include appropriate and regular data backups as well as regular examination of data processing results.

## **§ 6 Protected Rights of Third Parties**

- (1) If claims against the Licensee of violation of commercial proprietary rights or copyright through appropriate contractual usage of the License Material are made or anticipated, the Licensor reserves the right to modify or replace the License Material at his own cost, provided this is reasonable for the Licensee. If a replacement or workaround solution or the acquisition of a usage License is not possible through reasonable efforts, the Licensee may exit the contract or reduce the purchase price.
- (2) In accordance with §6(1), the Licensee does not have a claim, if a rights violation is based on usage of material or data from the Licensor or if the License Material does not correspond to the original, unmodified version delivered by the Licensor or if the terms of use provided in the product information have not been adhered to.

## **§ 7 Confidentiality, Data Protection**

- (1) Both parties are mutually obligated to maintain confidentiality in perpetuity in terms of third parties, regarding expertise and operational secrets – as well as any information that is not generally common knowledge – learned from each other during the implementation of this contract.
- (2) The contractual partners shall adhere to legal guidelines regarding data protection.
- (3) The contractual partners will obligate their respective employees accordingly as well as inform third parties required for contract fulfillment of these obligations.

## **§ 8 Supplementary Agreements**

- (1) All modifications and supplements to this contract must be in written form. Supplementary verbal agreements do not exist.
- (2) The laws of the Federal Republic of Germany apply under exclusion of private international law and the United Nations CISG.
- (3) Offsets by the Licensee with claims on the Licensor are excluded, provided the issue is not undisputed or legally determined claims of the Licensee or claims resulting from the same contractual relationship.
- (4) Should individual provisions of the contract be or become invalid, the validity of the remaining provisions shall remain untouched. The parties will make every effort to replace the invalid contract provision with an arrangement that most closely fulfills the intended purpose of the invalid provision.
- (5) Exclusive court of jurisdiction for disputes associated with these licensing terms is the Nürnberg District Court, Copyright Court, provided the Licensee is a registered trader, legal entity of public law, or public fund – or has no general court of jurisdiction in Germany.

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