License Terms of
Bizerba SE & Co. KG, Wilhelm-Kraut-Str. 65
72336 Balingen (hereinafter referred to as „licensor"):
(Version: January 2016)

BIZERBA

1. Area of Application of License Terms
All contracts concluded with the licensor for software products shall be based on the following license terms. The terms apply to future offers, deliveries and performance provided to the licensee, without a repeated express reference. The application of conflicting and/or supplementary terms of business of the licensee is expressly refused; such terms shall not become part of the contract. The licensor's terms of delivery also apply insofar as their provisions do not conflict with the provisions hereof. The terms of delivery are available from the licensor on request.

2. Subject-matter of Agreement
(1) The licensor grants the licensee a single, non-exclusive right to use the software specified in further detail on the order form, transferable only within the context of Clause 3 (4). The right to use the license is granted subject to license fees being completely and unconditionally paid. Additional usage rights are not granted. Individual quantities arise from the relevant order form.
(2) The software shall be provided to the licensee in object code in machine-readable form in the agreed quantity; however, the source code of the software will not be made available to the licensee. The licensee will also receive documentation material for the application. The software and the documentation material are hereinafter referred to as the "License Material."

3. Scope of the License
(1) Use of the software within a network or another multiple workplace computer system is not permitted insofar as the possibility of simultaneous multiple use of the software is created. If the licensee intends to make simultaneous multiple use of the program, it has to obtain a network license specified in further detail on the order form, which depends on the number of users connected to the computer system. Use within a network is only permitted after payment in full of the network fee.
(2) Reproduction and complete or partial re-translation of the software program into the form of the source code is only permissible subject to the requirements of Sec. 69d and Sec. 69e, German Copyright Act [UrhG].
(3) The licensee is not entitled to sublicense to third parties.
(4) The license is granted to the licensee personally, provision of any kind or transfer of the license to third parties in whole or in part is not permitted without the prior written consent of the licensor. Within the context of a request for consent to the grant and/or transfer of rights, the licensee shall notify the licensor specifically of the name/company name and address and area of business of the third party to whom the License Material is to be transferred.
In the event of a transfer of rights to third parties with the licensor's consent, the customer shall fully delete the software on its data facilities as soon as it is handed over to the third party. As a matter of principle the provision or transfer of the License Material to third parties also requires the acceptance of the present license terms by such third party, which has to be confirmed to the licensor in writing by the third party prior to the provision or transfer.

4. Protection of License Material
(1) All rights to the License Material and to all copies or partial copies of such Material that are made by the licensee shall remain with the licensor -- notwithstanding the licensee's ownership of the relevant machine-readable carrier -- with the exception of the use rights granted in Clauses 2 and 3.
It is pointed out to the licensee that the name "Bizerba" is protected by trademark law. This protected trademark of the licensor is contained in the computer programs and in the documentation, and may not be modified or deleted.
(2) The licensee undertakes to retain unchanged notices of protected rights -- such as copyright notices and other reserved rights -- contained in the versions of the License Material provided, and to incorporate such notices unchanged into all full or partial copies of machine-readable License Material that are made by the licensee.
(3) The licensee undertakes not to make the License Material provided available to third parties, in the original or in the form of complete or partial copies, without providing express prior written notification to the licensor. This also applies in the event of the full or partial sale, disposal or dissolution of the licensee's business.

5. Third-party software
The License Material can include software and software components (third-party software) which are subject to specific license terms. In particular, this can be software from open-source communities.

Such third-party software may only be used in accordance with the respective license terms applicable. The license terms of the licensor do not apply to such third-party software insofar as they conflict with the respective license terms governing the third-party software.

Insofar as the specific license terms of the third-party software, especially the GNU General Public License and the GNU Lesser General Public License, authorize the licensee to receive the source code of the third-party software and insofar as such source code is not provided together with the License Material, the following applies:

The machine-readable source code of such third-party software shall be obtained from Bizerba SE & Co. KG, Wilhelm-Kraut-Str. 65, 72336 Balingen, Germany, for a term of at least three (3) years as of provision of the third-party software against compensation for costs in the amount of EUR 10.00 plus VAT as in force at any time, and dispatch costs. The source code shall be provided subject to the relevant license terms of the third-party software. The source code shall be provided on a normal data carrier at the discretion of Bizerba SE & Co. KG.

The license terms of the third-party software included in the respective License Material can be found under the following link: ftp://ftp.liztextphp.com (user: "lizenz", password "public").

In the event it is not possible for licensee to receive the license terms under the above stated link, license terms can be received by request of licensee from licensor.

6. Delivery
(1) The licensor shall supply and/or install the software program in the form agreed. If a software program is installed by the licensor or persons it commissions, the licensee shall receive a brief introduction into application of the software program in addition to provision of the application documentation. Training of the licensee's personnel in application of the software program is not owed, but on principle may be agreed against separate remuneration. The time and place of delivery and/or installation/introduction are shown on the order form or the confirmation of order.
(2) New editions of and supplements to the License Material shall be offered to the licensee within a reasonable period after they become available on principle.

7. Remuneration
(1) The licensee shall pay to the licensor a non-recurrent license fee in accordance with the order form or the confirmation of order. The license fee does not include charges and expenses for other services provided by the licensor which are not indicated on the written order form, this applies especially to the installation, putting into operation, introduction, training and maintenance work. If services of the above-mentioned kind are agreed and obtained, the relevant charges shall be invoiced to the licensee in accordance with the licensor's price lists in force at the time of the order, unless otherwise expressly agreed in writing by the parties.
(2) The surcharges and prices according to the licensor's price list in force at the time of the order shall be charged to the licensee for the provision of updates and upgrades.
(3) The license fees, surcharges for the provision of updates/upgrades and the remuneration for services of the licensor obtained separately shall become due 14 days after the invoicing date. If the licensee defaults on payment in whole or in part, it shall pay default interest as of the due date at the rate of 8% above the relevant basic interest rate p.a. The licensor reserves the right to claim other damage caused by default.

8. Warranty
(1) The licensor warrants that the software program is consistent with the software specifications in force at the time of conclusion of the contract.
(2) The licensor is entitled to choose between rectification of defects free of charge or provision of a replacement in case of a warranty claim.
(3) The licensee shall cooperate in limiting and rectifying defects. The licensee shall also precisely document any defect notices arising. If the licensor is unable to rectify a significant divergence of the software program from the specification within a reasonable period of time so that the licensee can use the program in accordance with the contract, the latter shall be entitled to rescind the contract or demand a reduction in the license fee. The period for the above-mentioned efforts by the licensor shall be determined in a specific individual case while taking into account the relevant expenditure required, however, the period shall be at least 14 days.
(4) The licensor assumes no warranty or liability for the quality, performance capacity or marketability of the software program for a certain purpose which diverges from or goes beyond the scope of performance/purpose of use covered by the specifications, unless otherwise agreed in writing by the contracting parties.
(5) The warranty rights in case of defects expire 12 months after provision of the software. If a software program has been adjusted to the specific wishes of the customer in divergence from the standard software (customized software) or if the installation of standardized software programs is performed by the licensor, then diverging from sentence 1 above, the warranty rights in case of defects shall expire 12 months after acceptance of the subject matter of the agreement. The License Material shall be deemed accepted upon successful putting into operation, yet no

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later than 4 weeks after installation, provided no significant functional impairments have been notified to the licensor in writing by the licensee within that period. It is agreed by the parties that after expiry of the warranty period mentioned in sentences 1 and 2 above, no claims whatsoever of the licensee may be brought against the licensor based on defects in the License Material. The warranty period does not apply to claims for damages based on liability for defects caused by grossly negligent or intentional breaches of duty by BIZERBA or its vicarious agents, or in case of injury to life, limb or health. Clause 13 applies to other claims for damages.

(6) Warranty rights in case of defects are excluded in the event of unauthorized interference in the software program by the licensee. If the software program provided was developed specifically for use on certain data-processing facilities and/or for interaction with certain other software programs of the licensee, the warranty rights in case of defects also lapse if the licensee fails to use the software program in the conditions as planned.

(7) Services provided by the licensor within the context of the warranty do not lead to an extension of the existing or commencement of a new warranty period.

9. Third-Party Intellectual Property Rights
(1) The licensor shall indemnify the licensee against claims made against the latter in case of an infringement of third-party intellectual property rights, provided the licensee has notified the licensor about such claims in writing without undue delay and provided all defense measures and settlement negotiations remain reserved to the licensor. The licensor shall, in addition, procure a right of further use of the software for the licensee or shall amend or replace the software such that the aforementioned intellectual property rights are not infringed, or shall take back the software and reimburse the license fees it has received.

(2) The above obligations are incumbent on the licensor only if the infringement of intellectual property rights was caused by a culpable act committed by the licensor or by a person attributable to its sphere of responsibility. All obligations on the licensor are excluded, in particular, if the licensee has modified License Material provided and/or used it in a manner which is not consistent with the licensor's publications. The same applies if the licensee uses the License Material with products not provided by the licensor, unless their use was essential for use of the License Material.

(3) More extensive claims in connection with the infringement of intellectual property rights are excluded with application mutatis mutandis of the provisions in Clause 13.

10. Confidentiality
In cases where the software is transmitted by long-distance data transmission and in cases where installation of software programs is performed by the licensor, the latter undertakes to keep secret indefinitely any and all information designated as being confidential or otherwise apparent as being business or trade secrets of the licensee that is made available to it by the licensee in connection with this agreement, nor shall the licensor record, forward or exploit such information unless it is necessary for achievement of the purpose of the agreement. The licensor shall ensure by way of suitable contractual agreements with its employees and/or freelancers that such persons indefinitely refrain from their own exploitation, communication or unauthorized recording of such business and trade secrets.

11. Data Privacy Protection
Both contracting parties undertake to comply with the provisions of the Federal Data Privacy Protection Law as in force at any time. Corresponding obligations shall be imposed by the contracting parties on their employees, suppliers and other persons who come into contact with the computer program.

12. Termination, Surrender of License Material
(1) The agreement may be terminated by both parties with immediate effect for good cause. It is agreed by the parties that a good cause in the sense of sentence 1 above arises, in particular, upon a breach of the obligations regulated in Clauses 3 and 4 hereof. Ordinary termination of this agreement is excluded as a matter of principle.

(2) Upon termination of the contractual relationship the licensee shall surrender the License Material including all copies and part copies of such material to the licensor. The licensee requires the licensor's written consent in order to keep an archive copy.

(3) Insofar as termination of the contractual relationship is based on grounds attributable to the licensee's sphere of responsibility, demands for full or partial reimbursement of the license fee are excluded.

13. Other Damages Claims

(1) The licensor's liability is restricted to intent or gross negligence (gross negligence) and to a culpable breach of material contractual obligations (material obligations) in each instance of a breach of an obligation and of tort.

(2) In case of intent or gross negligence, the licensor shall be liable in the full amount.

(3) Damages claims of the licensee based on a slightly negligent breach of obligations are excluded on principle, especially in case of a warranty, unless there is a breach of material contractual obligations. This applies, for example, also in cases of slightly negligent and faulty delivery and/or of slightly negligent default on delivery. Furthermore, damages instead of performance are excluded in case of faulty delivery if the breach of obligation is merely insignificant.

(4) In those cases where licensor is liable for slight negligence, its liability is limited to compensation for typical contractual and foreseeable damage. Such damages claims shall become statute-barred within 12 months of their accrual.

(5) Liability for consequential damage caused by a defect is excluded in cases of slight negligence.

(6) As a matter of principle the licensee shall ensure that machine-readable backup copies of its data are made regularly, which in case of a loss of data enable the licensee's data to be reconstructed at reasonable expense. The licensor's liability for losses of data by the licensee and for damages arising in that connection is therefore excluded as a matter of principle. However, the licensor shall assume the costs of data reconstruction if the loss of data was provenly caused by a defect in the License Material during the warranty period and if the licensee has complied with its aforesaid obligation to secure data. The maximum claim for reimbursement of expenses is however limited to the amount of the license fee.

(7) The limitations on liability in subsections 1, 3, 4, 5, 6 and 8 do not apply to liability for damage due to an injury of life, limb or a health caused by an intentional or negligent breach of obligation by the licensor. Nor do the limitations apply to the licensor's compensation obligation under the provisions of the Product Liability Act [Produkthaftungsgesetz] of 15 December 1989 as amended at any time, under the assumption of a guarantee, a procurement risk or in case of fraudulent concealment of a defect.

(8) In case of incorrect installation by the licensee or by third parties whose conduct is not attributable to the licensor, in case of improper treatment, failure to observe the instruction manual, in case of ordinary wear and tear or defects in the systems environment (hardware or software of third parties), liability of the licensor is excluded. The licensor' is liability is also excluded if the software program is not compatible with existing hardware or software at the licensee's, unless the licensor provided the advisory services concerning the hardware or software and promised compatibility.

14. Final Provisions
(1) Employees of the licensee or other persons shall not be considered third parties in the sense of this agreement provided they are at the licensee's in order to use the License Material for the licensee in accordance with the agreement.

(2) Insofar as breaches of obligations by the licensor are mentioned in the above provisions, these also include breaches of obligations by third parties, especially by statutory representatives or vicarious agents of the licensor, insofar as such breaches are attributable to the licensor's sphere of responsibility.

(3) Insofar as reference is made to the licensor's pricelists, they shall be made available to the licensee by the licensor on request.

(4) The licensee is not entitled to withhold payments on the basis of counter-claims that are not based on the present contractual relationship, nor is the licensee entitled to make a set-off against receivables that are disputed by the licensor or have not yet been established with final force.

(5) Amendments or supplements to these license terms and to the license agreement have to be in writing in order to be valid.

(6) German law applies to the exclusion of the UN-CISG. Place of jurisdiction for all claims arising under the business relationship is Balingen/Germany.