Software Licence Conditions

Version 1.00, 09.09.2016

1. Scope of performance

Upon full payment, JAG Jakob Ltd (JAG) shall grant the Customer the non-exclusive and non-transferable right to use the specified programs and associated documentation for an indefinite period.

The right of use (Licence) extends only to the software products specified in this Certificate and only to the number of installations specified in this Certificate. For additional installations, additional Licences must be obtained. Reinstallation of the software is permitted.

Services to adapt the program to specific Customer needs, support during installation and commissioning, introduction and training, application consulting, servicing and program maintenance shall require a special Agreement.

The Customer is not entitled to software upgrades.

2. Transfer of software products

The Customer may transfer the program to a third party only with the written consent of JAG and only upon written confirmation that the Customer has not retained any copies thereof and has permanently ceased to use the program. The third party shall be entitled to use the program only upon registering same with JAG and acknowledging the present Licence Conditions.

3. Intellectual property rights

The Customer acknowledges all intellectual property rights of JAG and its Licensors, in particular their copyright in programs and documentation.

The supplied software products and the associated documentation must not be reproduced or copied in any form without the written permission of JAG. This does not apply to necessary backup copies, which the Customer may make. The Customer must mark the copies appropriately and store them separately and safely.

The Customer shall take the necessary action to protect programs and documentation from undesired access or misuse by unauthorised persons.

4. Warranty

JAG guarantees that the software products are usable in accordance with the function descriptions contained in the software product documentation. The guarantee conditions and the warranty and defects limitation period shall be specified in the Purchase Contract or, where same is absent or does not contain the relevant provisions, in the JAG General Terms and Conditions (www.jag.ch/en/GTC).

5. Liability

Any and all further warranty or liability is excluded. In particular, JAG shall not be liable for the results generated with the program, for consequential damages, for damage to or loss of data, for financial losses (loss of revenue and profit) or for loss and damage resulting from loss of use or production outages.

6. Customer's obligations

Unless otherwise agreed, the Customer shall be solely responsible for purchasing and maintaining a suitable information technology system for the installation of the program, for data transfer and data backup, for the use of the program in isolation or in conjunction with other programs and data systems and for the generated results. The Customer shall regularly and independently review these results for correctness.

Upon the request of JAG, the Customer shall be obliged to install software updates and patches made available at no cost by JAG.

7. Applicable law and jurisdiction

This legal relationship is subject to Swiss law. The place of jurisdiction is CH-2500 Biel/Bienne. JAG may also issue proceedings in the court at the location of the Customer's registered office.

JAG Jakob AG
Prozesstechnik
Industriestrasse 20
CH-2555 Brügg

T +41 (0)32 374 30 30
F +41 (0)32 374 30 31
jagpt@jag.ch