

SAFEXPERT LICENSE AGREEMENT

entered into between

IBF – Automatisierungs- und Sicherheitstechnik GmbH
FN 477543 w High Court Innsbruck
Bahnhofstraße 8
6682 Vils
Austria

hereinafter referred to as “IBF” and

the respective licensee

hereinafter referred to as “Contractual Partner”

as follows:

1. IBF grants the Contractual Partner the right to use the Software and/or additional products purchased through the Safexpert Solutionstore and/or IBF webshop (hereinafter referred to as "Contractual Products") pursuant to the provisions of this License Agreement in exchange for payment of the fees as set out in IBF's current price list, which can be found on www.ibf.at, or as shown at the Safexpert Solutionstore or IBF webshop. Should the rights of use not have been granted for a limited time only, they shall be deemed to have been granted for an unlimited period of time.
2. The Contractual Partner has the right to install the database on one computer or server once (1). The software may only be used together with the client installation. It is expressly prohibited to install the database more than once if only one license has been purchased.
3. The Contractual Partner has the right to perform a client installation and/or install any additional products purchased on as many computers as desired. Rights to use the Contractual Products or certain parts thereof depend on the type of license offered for the particular product and/or chosen by the Contractual Partner.
 - 3.1. Floating license: simultaneous use of client installations is only permissible to the extent that licenses have been purchased within a certain time zone.
 - 3.2. Personalised license: use is permissible for one (1) individual with a personal user code. The individual's personal email address shall be deemed their user code. Licensing rights shall be cleared by IBF on the Safexpert Live Server.
 - 3.3. Group, company, location or campus licenses: simultaneous use of the client installation and/or any additional products purchased is permissible for all individuals of that group, company, company location or location of a corporation. Personal licensing rights shall be cleared as set out in clause 3.2.
4. The partial or full replication of the Contractual Product is only permissible for the purpose of securing data.
5. The parties agree that the General Terms and Conditions of Contract, License and Use (file "GTC_IBF_2018-10-16.pdf"), which can be found at www.ibf.at, shall apply. There information to processing activities by IBF (Art. 13 GDPR) is available. Additional information regarding data protection is available at www.ibf.at/en/dataprotection
6. The parties further expressly agree that using the Contractual Products shall in no case exempt the Contractual Partner from dealing with the content of the necessary and applicable legal provisions independently. The Contractual Products include legal provisions which are presently valid, however IBF shall not be liable for the data being correct and complete. There shall be no automatic updates; automatic updates require a separate service contract.