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In this Agreement, the following terms shall have the meanings given to them, which shall apply both to the singular and to the plural of the defined terms:

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"Software" means (a) the entire contents of the files, disks or other media with which this Agreement is provided, including but not limited to (i) viscan GmbH or third party computer information or software; (ii) digital images, stock photos, clip art, movies, sounds or other artistic works ("Stock Files"); (iii) related explanatory written materials or files ("Documentation"); and (iv) fonts; and (b) upgrades, modified versions, updates, supplements and copies of the web-based software (Application), if any, licensed to you by viscan GmbH (collectively, "Updates").

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2.1 General fair usage

You can install the App and use web-based software on your compatible computer, end device, tablet or smartphone up to your personalized ID (e-mail address). You are able to use the software wherever you are. The Requirement for that is an active Internet Connection and acceptance of all required Sensors, Information's and Documents. You need the rights to open our app (<https://apps.apple.com/de/app/scin-3d-scanning/id6499470864>), you need a high-quality internet connection and use our supported iOS systems. **You are responsible for correct use. In the event of incorrect use, you may be held liable. Please note: in any case you work in lower accuracy <20cm a official App license will be needed. Our App will be as easy as possible, this is why we give you the chance to test all functions for free. It is the user's responsibility to actively indicate any use that is subject to a fee and to obtain the appropriate license for use. Viscan reserves the right to retroactively assert its claims in the event of non-compliance. Please note that we conduct random surveys and checks. Additional costs for warnings or similar measures shall always be borne by the user in such cases.**

3. License fees

License fees are generally due for the use of the app in connection with an RTK device, PPK Workflow and/or when the app is connected to a third-party platform. The license is always tied to a piece of hardware and cannot be transferred. Use of the app without an RTK or platform connection is free of charge. Support is not included.

3.1 Backup copy

You are entitled to make a backup copy of your data, provided that your backup copy is not installed or used on a computer. You may not transfer the rights to a backup copy unless you transfer all rights to the Software as provided in Section 6. **YOU MAY NOT MAKE A BACKUP COPY OF THE SOFTWARE OR CODE OR TRANSFER IT TO A THIRD PARTY.**

3.2 Inventory files

Unless otherwise specified in the data associated with the asset files, which may contain specific rights and restrictions relating to these materials, you may view, modify, copy and distribute the asset files contained in the software. However, you may not distribute the asset files individually, i.e. not in cases where the asset files are the primary value of the product being distributed. Stock files may not be used to create libelous, defamatory, fraudulent, lewd, obscene or pornographic material or material that infringes the intellectual property rights of others or is otherwise illegal. You may not claim any trademark rights in the Stock Files or derivative works thereof.

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3.4 Collection of personal data

Our software collects information about your location and your online times. Click tracking is intended to be permanent. Only administrators or your personal supporter have access to this information in the event of a legal dispute or to prevent such a dispute. The data about your activities that are visible to everyone are displayed in the software or will be accepted while the introduction, in particular Bluetooth connections, access to files and images, and location data. Personalized identification takes place exclusively via the SN hardware or via third-party platforms to be connected.

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You agree not to use, transfer or export the Software to any country or use it in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively, the "Export Laws"). If the Software is labeled as an Export Controlled Item under the Export Laws, you further represent and warrant that you are not a national of or otherwise located in an embargoed country (including, but not limited to, Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that you are not otherwise prohibited from receiving the Software under the Export Laws. All rights to use the Software are granted on the condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

11. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, venue Stuttgart.

12. GENERAL PROVISIONS

If any part of this Agreement is found to be void and unenforceable, this shall not affect the validity of the remaining part of the Agreement, which shall remain valid and enforceable in accordance with its terms. This Agreement shall not affect the statutory rights of any party acting as a consumer. This Agreement may only be amended by a writing signed by an authorized representative of viscan GmbH. Updates may be licensed to you by viscan GmbH with additional or different terms. This is the entire agreement between. Viscan GmbH and you with respect to the Software, and it supersedes all prior representations, discussions, promises, communications or advertising with respect to the Software.

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The Software and Documentation are "Commercial Items," as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, respectively. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §§227.7202-1 through 227.7202-4, respectively, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (a) only as Commercial Items and (b) only with the rights granted to all other end users under the terms and conditions contained herein. Unpublished rights are reserved under the copyright laws of the United States. For U.S. Government end users, viscan GmbH agrees to comply with all applicable equal opportunity laws, including, if applicable, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212) and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence are incorporated by reference into this Agreement.

14. COMPLIANCE WITH LICENSES

If you are a company or organization, you agree that upon request by viscan GmbH or an authorized representative/partner of viscan GmbH, you will fully document and confirm within thirty (30) days that the use of any viscan GmbH software at the time of the request is in accordance with your valid viscan GmbH licenses.

If you have any questions about this agreement or would like to request information, please contact scin@viscan.de

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