

# General Terms and Conditions for Software Licenses of Hoffrogge GmbH

## Section 1: Scope of these General Terms and Conditions for Software Licenses

1. These General Terms and Conditions for Software Licenses apply if Hoffrogge GmbH (hereinafter referred to as "Hoffrogge"), Am Spascher See 2, 27793 Wildeshausen, Germany, as agreed upon in each individual case, provides its contractual partners (hereinafter referred to as "Customers") with Hoffrogge's Range Finder®, Range Adapter, Shelf Maker® and Store Maker® software and/or with Hoffrogge's SAM mobile application and/or makes Customers available Hoffrogge's web-based applications Shelf Organiser®, KPI-Cockpit and Query Builder (hereinafter jointly referred to as "Licensed Software").
2. These General Terms and Conditions for Software Licenses shall only apply to business transactions with any entrepreneurs, i.e. a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (section 14 para. 1 BGB [Bürgerliches Gesetzbuch – German Civil Code]). However, they shall also be applicable to legal persons under public law and to public-law special funds; they shall not be applicable to consumers in terms of section 13 BGB.
3. Any agreements deviating from these General Terms and Conditions for Software Licenses shall exclusively apply to the extent to which Hoffrogge confirmed them in writing to be applicable.

## Section 2: Rights of Use

1. Hoffrogge grants Customer, limited to the agreed period of use, a non-exclusive, non-transferable and non-sublicensable right to use the Licensed Software supplied and/or made available to Customer for Customer's own, internal purposes only. All data processing devices on which and/or through which any Licensed Software are to be used must be in the direct possession of the Customer. The number of licences which can be used shall be limited to the number of workstations which the Parties determined on the basis of this Agreement. The right to use any Licensed Software shall be exclusively granted to the respective number of users agreed upon between the Parties and indicated by Customer (hereinafter referred to as "Named User") or – to the extent to which a use by users who have not been named was expressly agreed upon – to the respective number of Concurrent Users. The relevant Named and Concurrent Users must be natural persons having a work, employment or apprenticeship relationship with Customer. Hoffrogge shall provide Customer with personal user data for the respective number of users agreed upon.
2. Any right of use granted in Licensed Software shall be limited to the Licensed Software in the object code and it shall not include the right to make any changes, to process and/or to modify Licensed Software in any other way. Inadmissible shall be in particular re-translation of any program codes supplied to the Customer into other forms of code (decompilation) as well as any other types of reverse engineering of different production steps of Licensed Software; to the extent to which it cannot be waived, section 69e UrhG [Urheberrechtsgesetz – German Copyright Act] shall not be affected by this.
3. In the case where Hoffrogge provides Customer with any enhancements (such as patches and/or updates) or with any new version of Licensed Software (such as upgrades to new versions) which substitute any Licensed Software granted in the past, the respective enhancements/new version shall also be subject to these General Terms and Conditions for Software Licenses. Should Hoffrogge provide Customer with any enhancements/new versions of Licensed Software, any rights of use of Customer with respect to the relevant previous version shall lapse, without the need for Hoffrogge to expressly request the Licensed Software to be returned, once Customer installs the new Licensed Software and in no case later than two weeks after Customer was granted the respective enhancements/new version. Thus, any such enhancements/new versions must be immediately installed by Customer, unless automatic software updates are provided for.
4. Customer shall have no right to be granted or to have access to (downloads) any reproduction items of the Shelf Organiser®, KPI-Cockpit and Query Builder web-based Licensed Software. Access to any web-based Licensed Software for the respective users agreed upon is always granted only via the internet for use by up-to-date, customary web browsers which are installed on Customer's client computers and requires proper login of the respective user in each case.
5. Range Finder®, Range Adapter, Shelf Maker® and/or Store Maker® software, if subject to Licensed Software, shall be provided by Hoffrogge either by supply on a customary data carrier or by being made available for download via the internet for subsequent installation on the respective client servers for the respective number of Named and/or Concurrent Users agreed upon between the Parties. The same shall apply to contractual SAM mobile applications provided to Customer for installation on the respective number and the types of mobile devices for the users agreed upon.
6. By being granted a right to use the Licensed Software, Customer does not acquire any exclusive rights, neither with respect to the Licensed Software nor with respect to any other contents, data and other materials which Hoffrogge provided and/or which Hoffrogge granted access to. Any copyrights and other rights with respect to any Licensed Software and to any other contents, data and other materials of Hoffrogge shall remain reserved.
7. Any documents as to the use of Licensed Software provided by Hoffrogge may exclusively be copied and used for internal purposes.
8. Along with Licensed Software provided for installation on Customer's computers, Hoffrogge may provide Customer with third-party software components, which are, as well as the license terms applicable to the relevant third-party software components, described in Appendix A; the full text of the respective license terms is contained in Appendix B. Within their scope of application, any licence terms indicated in Appendix B shall prevail over such provisions on the basis of Hoffrogge's license terms whose applicability otherwise would be contrary to or exclude the use of the respective licensed software components by Customer. The Parties shall amend the content of Appendix A and Appendix B to the current situation to the extent required due to any required changes, improvements or due to any agreements concerning to the use of new or changed Licensed Software by Customer.

### Section 3: Specification, Availability

1. Any characteristics of Licensed Software of Hoffrogge, as well as the requirements for the state-of-the art system environment which must be employed by Customer (hardware components, operating system software program, third-party software applications, browser version and similar things) shall depend on the specification provided by Hoffrogge at the time of concluding the relevant agreement as to their licensing. With respect to the relevant characteristics and features of Licensed Software, specifications may be changed at any time and without the need to inform Customer about this to the extent to which this is required for a justified reason. Hoffrogge may do so under the condition that Customer is not put in a worse position due to such changes compared to the situation they were in at the time of contract conclusion (such as maintenance and/or enhancement of functions) and under the condition that there are no significant deviations. A justified reason shall in particular exist in the case where there are technical improvements on the market regarding the services to be rendered or in the case where any third-parties from whom Hoffrogge procures any services for the purpose of providing their own services change their service offers.
2. Web-based Licensed Software of Hoffrogge shall be available 24 hours a day and seven days a week. The annual average system availability shall be 99%. The same shall apply to any systems of Hoffrogge, which, if required, are provided to Customer for remote access purposes through any other software programs than the above Licensed Software (such as the provision of the "CM Toolkit Web-Service" internet-based service at <https://cmttoolkit.hoffrogge.com>). Downtimes due to maintenance and/or software updates shall be excluded from this as well as any times during which the platform cannot be accessed via the internet because of technical or any other problems not caused by Hoffrogge, particularly in cases of force majeure, third-party faults, disruptions of the internal networks or with the ISP (internet service provider) of Customer, in case of any impairments of internet access of Customer's computers due to faulty configuration, due to any Hoffrogge software programs or hardware components which Customer failed to install (such as firewalls, virus scanners, VPN solutions and other things) or due to the non-fulfilment of system requirements defined by Hoffrogge (such as hardware features, operating system/internet browser versions). "Accessibility" shall be considered as general availability of the "<https://cmttoolkit.hoffrogge.com>" server service through the internet by a client computer providing unrestricted access to the internet via a standard state-of-the-art browser (Internet Explorer, Firefox, Safari). Access shall be deemed as being given if Hoffrogge is able to send a HTTPS-request through a client computer via the internet to Hoffrogge's server, provided that the request is responded by a HTTPS response message or if the data is forwarded to a middleware application intended for the receipt, respectively, within no more than 120 seconds. The Customer reserves the right to assert and prove that the web-service is still not accessible.
3. Interruptions of availability, transmission delays and other errors of web-based and other Licensed Software for which Hoffrogge is responsible (hereinafter referred to as "Incidents") shall be categorized as follows:
  - a) Minor Incident:
    - Cosmetic errors (mistyped texts on screen or in printouts, visual defects on screen)
    - Minor inconveniences (additional mouse clicks, few seconds of additional wait periods)
    - Errors of low impact (e.g. displaying wrong values while producing correct results)
    - Errors with existing workarounds (steps to reach a desired goal with additional mouse clicks/input)
  - b) Major Incident:
    - Reproducible errors in calculation results
    - Failure to produce screen or print output
    - Failure to open certain specific outlets for optimization
    - Significant performance Incidents (waiting times of more than 2 minutes when performing simple tasks, waiting times of more than 30 minutes when performing batch tasks (pdf creation))
  - c) Critical Incident:
    - Application fails to start
    - Application crashes (reproducibly)
    - User is completely unable to perform a major use case (cannot open any outlet for optimization, failure to display any planogram etc.)
    - Reproducible errors in calculation results
    - Web-service is unavailable
4. Hoffrogge will only provide 2<sup>nd</sup> and 3<sup>rd</sup> level support, i.e. Hoffrogge will only respond on incidents reported by a limited number of named key-users and system administrators to be separately agreed upon between the Parties. Hoffrogge will respond on Incidents reported by the respective key-users/system administrators using the Hoffrogge's Online Ticket System (available on <https://support.hoffrogge.com/servicedesk>) during Hoffrogge's usual business hours (Monday to Friday from 8 a.m. to 5 p.m. CEST, excluding public holidays in Niedersachsen and Saturdays, hereinafter referred to as "Service Times") within the following time periods to be calculated over the Service Times:
  - a) Minor: 2 business days
  - b) Major: 1 business day
  - c) Critical: 4 business hours
5. Incidents of other than web-based Licensed Software (e.g. Licensed Software installed on Customer's client computers or hosted on Customer's servers) shall be cured by providing patches, bug fixes, beta fixes, beta builds, service packs, updates or other new versions required for curing the Incident by electronic means (by e-mail or, at Hoffrogge's choice, by making the required new versions available for download, or by commercial data carriers).
6. Customer will use its best efforts to co-operate in detecting and resolving Incidents. This obligation to co-operate particularly includes (i) the obligation to immediately inform Hoffrogge about all Incidents and to describe, as detailed as possible, the symptoms of the respective Incident, (ii) to follow Hoffrogge's instructions as regards detecting and resolving an Incident, and (iii) to report to Hoffrogge all changes in Customer's own IT-Systems used in connection with Hoffrogge's web-services. The customer shall name a dedicated technical contact person having access to the affected client system (remote or physical). Hoffrogge may particularly request the following information and materials:
  - a) Incident report with a detailed Incident description including:
    - Time and date
    - User
    - Platform (OS, Version)
    - Outlet number (if applicable)

- Expected result
  - Actual result
- b) Network Test: Hoffrogge support may request to test network connectivity by using common tools on the client platform (e.g. ping, web browser, etc.)
  - c) Screen shots documenting the Incident
  - d) Local log files created by the software, transmitted by email

#### **Section 4: Notification, Backup and Custody Obligation of Customer; Image, Article and Reference Data**

1. Customer shall be obligated to immediately notify Hoffrogge of any errors (such as defects, disruptions) of the Licensed Software. In this respect, Customer shall consider the trouble-shooting instructions given by Hoffrogge to the extent to which this is reasonable for him and he shall transfer any information to Hoffrogge which they dispose of and which are required to remove any defects. As a consequence, the Customer shall be in particular obligated, to the extent to which this is possible and reasonable, to communicate any error symptoms, operating conditions, previous inputs and workstations affected.
2. Customer shall be obligated to make backup copies of all licensed software programs and of any data processed by them on a regular basis and according to the state of the art to the extent to which these software programs/data are not exclusively saved as web applications on Hoffrogge's systems.
3. Customer shall be obligated to take all reasonable and adequate precautionary measures for the purpose of protecting any Licensed Software he was provided with from access of unauthorised third-parties. Customer shall also keep any original data carriers and any Licensed Software backup copies made by him within the framework of general data protection processes as well as any documentation in this respect at a safe place. In addition, Customer shall inform his employees and any other persons who are authorised to dependently use the software programs on the basis of section 2 para. 1 about the inadmissibility of making any copies beyond the scope which is provided for on the basis of this Agreement.
4. The Customer warrants that image, article and reference data and other contents (hereinafter only "contents") stored by him for the purpose or in the context of the use of Licensed Software or the use of other services of Hoffrogge on systems of Hoffrogge or transmitted to Hoffrogge in other way are free of any third-party rights. The Customer shall indemnify and hold Hoffrogge harmless from and against any contrary third-party rights and shall reimburse to Hoffrogge any costs and expenses which Hoffrogge incurs due to any third-party asserting a claim against Hoffrogge due to an infringement of the rights which such third-party is entitled to.

#### **Section 5: Customer's Rights in the Case of Material Defects**

1. Hoffrogge shall remedy any defects of the Licensed Software, including any documentation, which Hoffrogge provided to Customer. At the exclusive discretion of Hoffrogge, defects shall be remedied by removal of defects or by subsequent deliveries.
2. Customer shall have the right to terminate this Agreement on the basis of section 543 para. 2 sentence 1 no. 1 BGB due to not enabling the use contractually agreed upon only in the case where Hoffrogge was granted a reasonable amount of time for removal of any defects or subsequent deliveries and where such removal of defects or delivery must be considered to have failed. Such rectification of defects may only be considered to have failed if the removal of defects or a replacement delivery is impossible, if Customer Hoffrogge refuses to do so or if Hoffrogge delays to an unreasonable extent or if Customer cannot be expected to accept this for any other reason.
3. Any rights of Customer due to defects shall be excluded to the extent to which Customer made or has others made any changes or modifications to the software programs without the approval of Hoffrogge.
4. If Hoffrogge provides services of investigating or removing any defects without being obligated to do so, Hoffrogge shall have the right to request remuneration to be paid on the basis of its standard hourly rates. This shall in particular apply in the case where evidence for defects cannot be provided or if such defects cannot be attributed to Hoffrogge. Apart from that, remuneration for additional efforts of Hoffrogge must also be paid if such efforts are caused by Customer having fulfilled their obligation to co-operate not at all or not in an appropriate manner.

#### **Section 6: Customer's Rights in the Case of Defects in Title**

1. Within the limitation period for defects in title, Hoffrogge shall defend and hold Customer harmless from and against any and all claims which are asserted against him due to an infringement of industrial property rights or any copyrights by the contractual use of Licensed Software. Hoffrogge shall be liable for any damages resulting from defects in title, in particular any costs and damages imposed on Customer by a court, only if Customer has immediately informed Hoffrogge about such claims in writing and only if Customer has reserved any and all defence actions and settlement negotiations to Hoffrogge.
2. In the case where any claims on the basis of para. 1 were asserted against Customer or in the case where this is to be expected, Hoffrogge shall have the right to change or substitute the software programs under this Agreement affected by the legal defect at their own costs to an extent which is reasonable for Customer. If this or the obtaining of a right of use is impossible by making reasonable efforts, the rights of Customer shall depend on the provisions under section 5 which shall be applicable accordingly.
3. Hoffrogge is subject to no obligations whatsoever in the case where any claims under para. 1 are based on any software programs or data provided by Customer or on the fact that Customer does not use the valid, unchanged original version of the Licensed Software or that Customer uses them under conditions which deviate from those determined in this Agreement.

#### **Section 7: Limitation of Liability**

1. Hoffrogge may only be held liable for damages (including futile expenses) of the customer for whatever legal reason, if Hoffrogge caused the damages intentionally or through gross negligence, if they are the consequence of the absence of a guaranteed quality of the service, if they are based on a culpable violation of an essential contractual obligation (see para. 2), if they are the consequence of a culpable

injury to health, body or life, or for which liability according to the Product Liability Act is provided. In the event of a merely negligent breach of an essential contractual obligation (see para. 2) Hoffrogge's liability is, however, limited to such damages, the occurrence of which must typically and predictably be expected within the framework of the provision of the agreed services. This limitation does not apply if damage is the result of injury to health, body or life.

2. Essential contractual obligations are such contractual obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer may regularly rely, and whose violation on the other hand jeopardises the achievement of the contractual purpose.
3. Unless otherwise stated above under para. 1 and 2, any liability of Hoffrogge, irrespective of the legal basis, is excluded.
4. The limitations of liability pursuant to Clauses 1 to 3 shall also apply mutatis mutandis in favour of Hoffrogge's employees and agents.
5. Further limitations and exclusions of liability according to individual framework and individual agreements concluded between Hoffrogge and the customer remain unaffected.

#### **Section 8: Term of the Licence, Termination of the Licence Relationship**

1. Unless otherwise agreed upon between the Parties, an initial term of use shall commence at time when the respective Licensed Software, which are the subject matter of this Agreement, is provided and/or from the time when Customer is granted access to it (the earlier date shall be decisive) and shall expire at the end of the respective calendar year the software was provided/made accessible. The term of use shall be automatically extended by additional one-year periods, unless the licence relationship was terminated prior to the end of the then current term by one of the Parties. For this purpose, a six-month period of notice prior to the end of the respective term must be complied with. In any case the license term shall expire at the end of any individual agreement covering the supply / making accessible the Licensed Software.
2. Any rights to termination by Customer on the basis of section 5 para. 2 under these General Terms and Conditions for Software Licenses shall not be affected by this.
3. The right of both Parties to extraordinarily termination for cause shall not be affected by this.
4. Terminations must be made in writing to be legally effective.

#### **Section 9: Return/Deletion**

1. Upon termination of this contractual relationship, Customer shall be obligated to return to Hoffrogge the Licensed Software saved on the original data carriers, including any dongles, manuals and possible additional documentations in this respect. To the extent to which this is applicable, any copies of Hoffrogge's software programs made by Customer must be immediately, completely and finally deleted; such deletion shall be confirmed in writing.
2. Instead of the return, Hoffrogge shall also have the right to request the Licensed Software, including any and all copies thereof, to be deleted and the manuals and documentations Customer were provided with to be destroyed.
3. Any use of Licensed Software after the contractual relationship was terminated shall not be admissible.

#### **Section 10: Non-Disclosure**

1. The Customer shall keep confidential any business and trade secrets of Hoffrogge which were provided, made accessible or otherwise communicated to Customer by Hoffrogge for an unlimited period of time, and may neither record or distribute them nor to exploit them in any way. The term "business and company secrets" shall include any commercial, operational, organisational and technical knowledge, processes and information which Hoffrogge describes as confidential and/or which are recognisable as being of confidential nature considering any other circumstances and any documents and materials which serve internal purposes only. These business and company secrets of Hoffrogge, in relation to which Customer is obligated to non-disclosure, shall in particular include any technical data, expertise, the scope of functions and functionalities of Hoffrogge's software programs as well as, in particular, their source codes and other IT-related information which Hoffrogge provides to Customer, which Hoffrogge grant access to or which Hoffrogge discloses in any other way.
2. Unless this had not yet been done, Customer shall, by making adequate contractual agreements with any employees working for them, ensure that such employees also refrain from exploiting, transferring or recording any information, business and/or company secrets described under para. 1 without being authorised to do so and that they are also subject to a non-disclosure obligation identical to the one Customer is subject to.
3. The non-disclosure obligation under para. 1 above shall not be applicable to information in relation to which Customer is able to provide written documents showing
  - a) that he already owned or possessed such information prior to the time of disclosure and that he received such information without any third-party's breach of any confidentiality obligation; or
  - b) that the information became known or publicly available prior to its disclosure to him; or
  - c) that the information became known or publicly available after its disclosure to the Partner without any intentional or negligent participation, co-operation or other actions of the Customer; or
  - d) that he or his affiliates are obliged to disclose the Confidential Information pursuant to legislation, court order, or stock exchange rules.
4. In the event that the Customer becomes legally compelled to make an announcement or disclosure by law, stock exchange rules or by any court or regulatory authority, the Receiving Party shall provide the Disclosing Party with prompt written notice that such announcement or disclosure is required. Prior to the announcement or disclosure, the Receiving Party shall consult with the Disclosing Party regarding the proposed content of the announcement or disclosure. In any case the Receiving Party will furnish only that portion of the Confidential Information which is legally required to be disclosed or announced.
5. Customer undertakes, depending on the exclusive discretion of Hoffrogge, to return to Hoffrogge any and all documents, files and records containing confidential information as well as any copies thereof if and to the extent to which these are no longer required for the

purpose of fulfilling any obligations in relation to this business relationship or for the purpose of fulfilling any statutory obligation to preserve business documents; apart from that, Customer shall have no right of retention with respect to such materials.

#### **Section 11: Final Provisions**

1. There are no additional agreements to this Agreement. Alterations or additions shall be valid only if in writing. This written form requirement may be waived only by a separate agreement, which itself must be in writing.
2. The invalidity of one or several provisions under this Agreement shall not affect the validity of the remaining provisions of this Agreement. Should one or several provisions under this Agreement be or become wholly or partially invalid or unenforceable or should there be a loophole in the contract, this shall not affect the validity of the remaining provisions. Subject to the provision in § 306 para. 2 BGB, the invalid or unenforceable provision shall be deemed to be replaced by a valid provision which comes as closest as possible to the economic meaning and purpose of the invalid or unenforceable provision. In the event of a loophole, the provision shall be deemed to have been agreed which corresponds to what would have been agreed according to the economic sense and purpose of this contract if the contracting parties had considered the matter from the outset.
3. This Agreement shall be subject to German law with the exception of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and such conflict-of-law rules according to which other than German law would be applicable. The place of jurisdiction shall be Hoffrogge's place of business.

## Appendix A: Overview of Software Licenses of Third Parties

Together with Hoffrogge Licensed Software being installed on hardware of the Customer, the following third-party software components may be provided:

Library	Copyright	License
Google Gson v2.6.2 (or higher)	© 2008, Google Inc.	Apache License, version 2.0 ( <a href="#">copy below</a> )
Apache POI v3.14 (or higher)		Apache License, version 2.0 ( <a href="#">copy below</a> )
Google Guava v18.0 (or higher)	© 2011, The Guava Authors	Apache License, version 2.0 ( <a href="#">copy below</a> )
RoboGuice v3.0.1 (or higher)	© 2009 - 2014, roboGuice committers	Apache License, version 2.0 ( <a href="#">copy below</a> )
ICEpdf v5.0.4 (or higher)	© 2016, ICEsoft Technologies Inc.	Apache License, version 2.0 ( <a href="#">copy below</a> )
Joda Time v2.3 (or higher)	© 2001 - 2005, Stephen Colebourne	Apache License, version 2.0 ( <a href="#">copy below</a> )
MapDB v1.0.7 (or higher)	© 2012, Jan Kotek	Apache License, version 2.0 ( <a href="#">copy below</a> )
Square OkHTTP v2.3.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 ( <a href="#">copy below</a> )
Square Retrofit v1.9.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 ( <a href="#">copy below</a> )
Square Wire v1.8.0 (or higher)	© 2013, Square Inc.	Apache License, version 2.0 ( <a href="#">copy below</a> )
Apache Commons IO v2.2 (or higher)		Apache License, version 2.0 ( <a href="#">copy below</a> )
Apache Commons Collections v4.0 (or higher)		Apache License, version 2.0 ( <a href="#">copy below</a> )
StAX API v1.0.1 (or higher)	© 2005, Aleksander Slominski © 2005, Chris Fry	Apache License, version 2.0 ( <a href="#">copy below</a> )
XML Beans v2.6.0 (or higher)		Apache License, version 2.0 ( <a href="#">copy below</a> )
XDelta3 v3.1.0 (or higher)	© 2016 - Joshua MacDonald	Apache License, version 2.0 ( <a href="#">copy below</a> )
Barcode4J v2.1.0 (or higher)	© 2010, Jeremias Maerki	Apache License, version 2.0 ( <a href="#">copy below</a> )
Java Email Address Validator	© 2008 - Les Hazlewood (leshazlewood.com)	Apache License, version 2.0 ( <a href="#">copy below</a> )
The Android Open Source Project v6.0 (or higher)	© 2016, The Android Open Source Project	Apache License, version 2.0 ( <a href="#">copy below</a> )
AndroidSVG v1.3 (or higher)	© 2018, Paul LeBeau, Cave Rock Software Ltd.	Apache License, version 2.0 ( <a href="#">copy below</a> )
MobiDevelop's RoboVM Fork v2.3.5 (or higher)	© 2017, MobiDevelop	Apache License, version 2.0 ( <a href="#">copy below</a> )
ZXing v3.3.0 (or higher)	© 2009, ZXing authors	Apache License, version 2.0 ( <a href="#">copy below</a> )
Google Roboto v2.136 (or higher)	© 2016, Google	Apache License, version 2.0 ( <a href="#">copy below</a> )
JGoodies Forms v1.0.7 (or higher)	© 2002 - 2006, JGoodies Karsten Lentzsch	BSD license ( <a href="#">copy below</a> )
JGoodies Binding v2.0.6 (or higher)	© 2002 - 2008, JGoodies Karsten Lentzsch	BSD license ( <a href="#">copy below</a> )
MigLayout v4.2 (or higher)	© 2004, Mikael Grev, MiG InfoCom AB.	BSD license ( <a href="#">copy below</a> )
SVG Salamander v1.0 (or higher)	© 2004, Mark McKay	BSD license ( <a href="#">copy below</a> )
OpenCV v3.2.0 (or higher)	© 2017, OpenCV team	3-clause BSD license ( <a href="#">copy below</a> )
ControlsFX v8.4.12 (or higher)	© 2013-2017, ControlsFX	3-clause BSD license ( <a href="#">copy below</a> )
Bouncy Castle v1.40 (or higher)	© 2000 - 2015, The Legion of the Bouncy Castle Inc.	MIT license ( <a href="#">copy below</a> )
Simple Logging Facade for Java (SLF4J) v1.5.10 (or higher)	© 2004 - 2008, QOS.ch	MIT license ( <a href="#">copy below</a> )
SVGgh v1.10.3 (or higher)	© 2011 - 2014, Glenn R. Howes	MIT license ( <a href="#">copy below</a> )
JFreeChart v1.0.12 (or higher)	© 2000 - 2007, Object Refinery Limited and Contributors	LGPL license, version 3.0 ( <a href="#">copy below</a> )
GNU Trove (trove4j) v3.0.3 (or higher)	© 2001, Eric D. Friedman © 2009, Rob Eden © 2009, Jeff Randall	LGPL license, version 3.0 ( <a href="#">copy below</a> )
Japura-GUI v7.5.2 (or higher)	© 2011 - 2012, Carlos Eduardo Leite de Andrade	LGPL license, version 3.0 ( <a href="#">copy below</a> )
iText v2.1.4	© 2000, Bruno Lowagie	LGPL license, version 3.0 ( <a href="#">copy below</a> )
Swing Application Framework v1.03 (or higher)	© 2006, Sun Microsystems Inc.	LGPL license, version 2.1 ( <a href="#">copy below</a> )
JDesktop SwingWorker v1.1	© 2005, Sun Microsystems Inc.	LGPL license, version 2.1 ( <a href="#">copy below</a> )
SwingX v1.6.1 (or higher)	© 2008, Sun Microsystems Inc.	LGPL license, version 3.0 ( <a href="#">copy below</a> )

## Appendix B: License Terms and Conditions of Third-Party Software-Components

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### Apache License

Version 2.0, January 2004

<http://www.apache.org/licenses/>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

#### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

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