1 General licensing agreement

General licensing agreement for software products provided by Carl Zeiss AG, Carl-Zeiss-Strasse 22, 73447 Oberkochen, Germany.

Please read this licensing agreement carefully before you download this upgraded software version (firmware). By downloading the software, you declare your acceptance of the terms and conditions of this agreement. Should you not wish to accept the terms and conditions of the agreement, you will not be authorised to download this firmware upgrade.

1.1 Applicability

This licensing agreement applies to the use of the software 'Firmware for ZEISS Touit lenses'. We explicitly reserve our right to alter and amend the terms and conditions of the agreement. Contradictory licensing terms and conditions will not be considered as a part of this agreement. Furthermore, the currently valid version of our general terms and conditions of sale applies.

1.2 Subject of the licence

(1) The subject of the licence is the downloadable software 'Firmware for ZEISS Touit lenses' and all subsequent updates or upgrades to this software made available to our customers on our website.

(2) The licensee must ensure that the minimum technical requirements for the installation of the software and corresponding updates or upgrades are fulfilled by his or her computer.

(3) Please note that it is not possible to create software in a way that ensures that it is totally free of errors in all applications and combinations. The subject of the licence is, therefore, the software that, in the sense of the software description, may be used fundamentally without errors.

1.3 Copyright

(1) The software is protected by copyright. The customer acknowledges that he or she has no other rights for the software beyond those stipulated in this licensing agreement, and that all such rights remain the sole property of the licensor or respective sole copyright holder. The licensee is not entitled to demand disclosure of the source code.

(2) Individual services and displays offered by the software may also utilise services provided by third parties. We accept no liability for the content or services offered by such third parties. Insofar as services offered by third parties are utilised, the general terms and conditions of the third party providers apply.

1.4 Granting of rights for use

(1) The customer is granted a non-exclusive, personal right (licence) to utilise the respective acquired software in the version provided as ordered. The customer is obliged to utilise the software provided only for his or her own purposes.

(2) The customer shall only be entitled to reproduce the software to the extent necessary for use of the software in compliance with the terms and conditions of this agreement. The customer may therefore install the software only for the intended purpose of its utilisation.

(3) The customer may neither reproduce the software or any of its components, nor commercially distribute or grant sub-licences to the software.

(4) The customer may not alter, remove, or in any other way render unrecognisable, any copyright notices, brand names, legal reservations, serial numbers or other distinguishing characteristics.

(5) The customer may not modify the software. Any decompilation of the software is only permissible in accordance with the legal limitations stipulated by § 69 e of German copyright law. Any further decompilation is not permitted.

(6) The customer is not authorised to make the software temporarily or permanently available to third parties. Likewise, the customer may not divulge any passwords or access codes for the software, or for databases associated with the software, to third parties. Should a third party be interested in the software, he or she may contact the licensor directly.

1.5 Right of termination

Both parties are entitled to terminate this agreement with good cause. A good cause for the licensor exists in particular when the customer fails to observe the conditions of use as stated in section 3.4 of this licence agreement and continues to do so following the receipt of a written notice with a threat of termination from the licensor. Upon termination of this licensing agreement, the customer must delete or otherwise destroy the software and all copies of the software from all storage media. Furthermore, upon request of the licensor, the customer shall provide a written assurance that the complete deletion or destruction of the software has taken place.

1.6 Liability for deficiencies or material defects

The following applies as a supplement to section 9 of our general terms and conditions of sale:

(1) As the customer acquires the software by downloading from the Internet, the licensor can assume no liability for the freedom of the software from defects or computer viruses

(2) The licensor guarantees that, when used for its intended purpose, the software provides the functions and features contained in the product description. This guarantee does not include liability for defects as a consequence of changes or damage to the software or its incorrect or improper use in ways other than those stated in this licence agreement. In particular, improper use shall be deemed to exist in the case of departure from the installation process described.

(3) In the case of a claim against the licensor under the terms of the guarantee or liability, contributory negligence on the part of the licensee must be taken into appropriate consideration when the said licensee has failed to install state-of-the-art security measures for the prevention of external threats, in particular, computer viruses and other phenomena that may compromise the integrity or function of individual or complete data sets.

1.7 General terms and conditions of sale

The currently valid version of our general terms and conditions of sale also apply. In the event of a conflict between other terms and the terms of this agreement, the terms of this agreement shall apply.

1.8 Final provisions

(1) This agreement is governed exclusively by the laws of the Federal Republic of Germany

(2) The place of performance is the domicile of the licensor.

(3) Should the customer be a merchant, a legal entity under public law, or a separate estate under public law, the exclusive place of jurisdiction for all claims or disputes resulting directly from the contractual agreement is the registered place of business of the licensor.