

End-user License Agreement (EULA)

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The Licensor grants the Licensee the simple, non-exclusive and personal right to use the Software within the agreed scope of use - particularly with regard to the type and number of computers, for the duration of the contract (the "Licence"). The scope of the licence can be seen in the LIC-INFO.TXT file, which the Licensee receives together with the licence file.

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1) The Licensee has the right to use the Software and the documentation indefinitely.

2) The right of both parties to exceptional termination shall remain unaffected, if a major reason for such termination exists. In particular, the Licensor has the right to terminate without notice in the case of substantial violations of contractual obligations on the part of the Licensee.

3) After a termination, the Licensee is liable under contract to fully delete all Software, in particular the original system disk, any backup copies and any pertinent Software files installed on his/her computer. The Licensee shall also return all pertinent documentation. The Licensor has the right to demand a sworn statement from the Licensee regarding such deletion.

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1) Warranty claims by the Licensee for Software defects or defective documentation shall only be made to the supplier of the Software – in particular to the retailer.

2) If the Licensor is also the supplier - in the case of direct purchase of the Software from the Licensor – the Licensor shall guarantee the possibility of use in conformity with the documentation, if no other agreement on special cases has been made. The legal warranty period shall begin with the transfer of the Software as per § 1.

2. If the Licensee is not a consumer as defined within the meaning of the German Civil Code (BGB), the following shall also apply: The warranty period shall amount to 12 months; in the case of deviations from the documentation, where such deviations considerably affect contractual use, the Licensor, at his/her option, shall be obliged to supply a replacement or subsequent improvement. If the Licensor cannot correct such deviations (within an appropriate time limit) through the delivery of replacements or subsequent improvements, or if the Licensor cannot bypass such deviations in such a way that the Licensee is enabled contractual use of the Software, or if the delivery of replacements or subsequent improvements are deemed to have failed due to any other causes, the Licensee, at his/her option, can demand a reduction

in the purchase price or cancel the licence for the programme without notice. In the latter case, the Licensee shall also be entitled to a full refund of the purchase price.

3) When reporting errors, the Licensee shall endeavour to be extremely precise in the description, narrowing-down, determination and reporting of such errors – to this end, he/she shall use competent employees. Where applicable, checklists supplied by the retailer or Licensor shall be used.

§7 Liability and Third Party Proprietary Rights

1) In the case of damages for which he/she is responsible, the Licensor shall be liable to pay up to five times the amount of the price paid upon delivery of the Software or licence file. Standard in this case is the net amount paid (without VAT) at the time of purchase.

2) The Licensor shall not be held liable for any lack of economic success, for indirect damages, consequential damages and for damages arising from third party claims, with the exception of claims pertaining to the infringement of third party proprietary rights.

3) The Licensor shall only be held liable for ordinary negligence insofar as an obligation is violated, adherence to which is of major importance for the attainment of the object of this contract (cardinal obligation).

4) For the recovery of data and other damages due to loss of data, the Licensor shall only be liable to pay an amount typical for the effort and costs involved in such a recovery, and only then if the Licensee has ensured that this data (as defined within the meaning of proper data processing from data banks) is held in readiness in machine-readable form, can be reproduced with a justifiable amount of effort, and if the Licensee has in particular carried out regular and risk-pertinent creation of backup copies.

5) The limitations of liability in § 1-4 do not apply to damages caused by malice or gross negligence on the part of the Licensor, his/her legal representatives, responsible employees, auxiliary persons and damages arising from injury to life, body or health.

6) If the Licensee is in violation of any of the limitations of use contained in the existing contract, in particular of § 1.4, liability on the part of the Licensor for damages arising from such violation shall be excluded.

7) Liability in accordance with the product liability law shall remain unaffected.

8) If a third party, in spite of the Licensee's contractually correct use of the valid, unchanged original version of the Software or documentation, makes claims against the Licensee claiming infringement of industrial property rights or infringement of copyright in the German Federal Republic, the Licensor shall defend the Licensee against all such claims. The Licensor shall assume the legal costs and quantum of damages imposed on the Licensee, provided that the Licensee has immediately informed the Licensor of the assertion of such claims and provided that all legal defence measures and composition hearings/negotiations are reserved for the Licensor.

9) If claims in accordance with §8 or other claims for an infringement of third part proprietary rights have been made, or are expected to be made against the Licensee, the Licensor, at his/her option, has the right to change or exchange all or part of the Software and/or documentation at his/her own expense, to an extent that is deemed reasonable for the Licensee.

10) If a case arises involving §8 and §9, when a Software change or the execution of a right of use is not possible with reasonable effort, each contractual partner can cancel the licence for the Software involved without notice.

§8 Updates

1) With the purchase of the licence file, the Licensee is entitled to receive and install updates. Updates are made available to the Licensee via download from the website of the Licensor – unless otherwise agreed.

2) Provided that no other terms have been agreed for the use of such updates, the existing conditions apply.

3) The duration and extent of the Licensee's download subscription rights are governed by the terms of the purchased licence.

4) An extension of the Licensee's download subscription

rights is based on the terms agreed upon. Unless otherwise specified, the Licensor's terms and conditions apply which are published on his/her website.

§9 Remuneration of the Licensor

1) If conclusion and implementation of the existing contract take place without the involvement of the retail trade, i.e. directly with the Licensor,

a) the Licensor shall receive a one-off fee, which may include an update subscription for the first period of use, from the Licensee upon purchase of the licence file which is necessary for activation of the Software. The amount of the licence fee is either taken from the Licensor's price list which is/was valid at the time of ordering and which can be accessed on the Licensor's website, or derived from a different agreement.

b) The licence fee in accordance with a.) shall be paid upon transfer of the licence file (as per § 1.2) to the Licensee. The Licensee shall receive an invoice for the payable amount together with the licence file.

2) If the Software is purchased through a retailer, the licence fee, which may include an update subscription for the first period of use, is discharged upon payment of the purchase price.

§10 Miscellaneous

1) Any changes in, and/or supplements to this contract, including this clause, must be made in writing. Verbal supplements to this contract shall under no circumstances be made. General Terms and Conditions of Business of the Licensee are not part of this contract and have no legal force where this contractual relationship is concerned.

2) If a provision of this contract ceases to be effective or proves to be not feasible, and the attainment of the object of this contract is nevertheless still not essentially impossible, the lawfulness of any remaining provisions shall remain unaffected. Both parties shall replace the provision which is ineffective or not feasible by one which, in a legally valid and economical manner, comes

closest to the sense and purpose of the ineffective provision.

3) The laws of the German Federal Republic apply to this contract. Place of jurisdiction for merchants (who are Licensees) is the registered office of the Licensor.

4) In the case of delivery in EU countries, price calculation without VAT can only occur if the Licensee has provided his/her VAT ID.

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