

Software Licence Agreement

of IT Gesellschaft für Informationstechnik mbH

(valid as of 01.01.2002)

Attention!

Opening the packaging binds you to this licence agreement!

Do not under any condition open the packaging should you not agree to the licence agreement. Should this be the case please return the entire unopened package (incl. literature, packaging etc.) within two weeks, insofar as you are a consumer, otherwise within a week following receipt, to where you bought it. The purchase price will be refunded to you, less damages due to breach of contract. Your rights are then governed by our General Terms and Conditions of Business.

Definitions

"Licensee": the legal recipient of the attached "software". "Software": the loadable software product, contained on the attached data carrier, together with the attached paper-based software documentation (user manual). Consumers see § 13 German Civil Code; Entrepreneurs see § 14 German Civil Code.

Rights

Subject to payment of the user fee, IT GmbH grants the licensee the non-exclusive, unlimited and non-transferable right to use the software according to the following conditions at a single computer station for the purposes and application areas specified in the software documentation. In purchasing the software you only acquire the ownership of the data carrier itself on which the software is located. Acquisition of rights that exceeds the scope of the user rights laid down in this agreement is therefore not entailed. In particular, IT GmbH reserves all duplication, publication and usage rights.

The software must not be regressed, translated or changed. The software is protected by copyright laws and other national and international legal regulations. You are permitted to install the software on the hard disk of a single computer and also make a backup copy of the data carrier that may be stored solely for backup and archiving purposes. Remarks referring to the copyright must not be removed and must be transferred to copies. Neither manuals or other literature may be copied. Software may not, except according to transfer conditions (see below) be either lent, leased or otherwise transferred to third parties.

The rights from this licence agreement may be transferred to another party provided that the latter expressly acknowledges the conditions of the licence agreement in writing. The transferee must hereby transfer the whole program package including all data carriers (including all copies) and all literature and completely erase the program from the hard disk of his/her computer. Transfer must include the current version, in the case of updates also all earlier versions. IT GmbH is to be notified in writing of such a transfer on specification of the name and address of the transferee. Notification should be accompanied by a copy of the transfer declaration.

Warranty

The warranty for the "software" is, insofar as you are a consumer, 24 months, insofar as you are an entrepreneur, 12 months. Any defects and shipping damage must be notified immediately in writing to IT GmbH by the licensee and, in the case of visible defects at the latest by fourteen (14) days after delivery and, in the case of other defects that could not be detected within this period even on careful inspection, at the latest fourteen (14) days after their detection. The details required for assessing the defect should thus be furnished. If due notice of defects is neglected, no claims resulting from such defects can be made on IT GmbH. § 476 of the German Civil Code hereby remains unaffected for the consumer.

IT GmbH ensures during this period that the software is properly duplicated and free of material and production defects and features the promised qualities. The parties are however aware that it is not possible according to state-of-the-art technology that software errors can be excluded in all application conditions. Subject of the agreement is solely the sold product with the qualities, features and purpose according to the respectively attached product description. Other or further-reaching qualities and/or features or a further-reaching purpose are only considered as agreed once expressly confirmed by us in writing. Warranty fulfillment is by replacement. If warranty by replacement fails (2 attempts) or is impossible within the appropriate period or if a period of grace accorded by the licensee elapses without the defect being rectified, or if IT GmbH refuses or culpably delays rectification or if the latter is unreasonable, at his discretion the licensee can demand rescission of the contract (annulment) or reduction in payment (abatement). In the case of annulment, the customer must return the software package to IT GmbH and notify the latter in writing that all copies are completely erased. The purchase will then be refunded to him/her.

No liability is assumed moreover for the correctness of the software and its data structures. In the case of justified complaints, IT GmbH is entitled to refuse redelivery and/or rectification in the case of unreasonableness. For the rest, further claims by the customer in connection with a defective or incorrect delivery or breach of contractual ancillary obligations, and any other liability of IT GmbH due to negligent breaches of obligation are excluded, regardless of whatever legal reason they may be based upon (e.g. also impermissible handling, positive breach of contract and breach of obligations during the contract negotiations). The exemption does not apply to damage due to wilful intent or grossly negligent breach of contract by IT GmbH or one of its legal representatives or agents and also not for damage arising from injury to life and limb or health of the injured person for which IT GmbH is responsible.

No warranty or liability is accepted by IT GmbH that program functions satisfy the specific requirements of the buyer or interact with components in the buyer's specific hardware configuration. Any warranty or liability is excluded for consequences arising from changes performed by the buyer or a third party to the goods or due to incorrect handling or operation of the goods. IT GmbH is under no circumstances liable for data loss.

Termination

This agreement and the rights it grants expire when the licensee does not fulfil a provision of this agreement. In this case, all software supplied including data backup copies must be immediately returned unasked.

Miscellaneous

Furthermore, the General Terms and Conditions of Business of IT GmbH apply. In the case of deviations, the licence provisions take precedence.