

License Conditions

The license conditions states the using conditions of the software by the Licensee. The Licensee is a company, which has purchased software incl. software referring documents of Bartsch Software for internal company intended purpose.

With ordering products of Bartsch Software the customer accepts these license conditions.

1. Subject of Contract

The subject of this contract is the product recorded on data medium incl. all related documentation, hereinafter referred to as 'product incl. documentation'. Please be aware that with current technical standards it is not possible to produce computer products with frictionless operation in all applications, other products and combinations. Therefore, the subject of this contract is a product that is fundamentally useful as per the product description and manuals.

2. Scope of Use

The licensor grants, for the duration of this contract, a single non-exclusive and personal right, hereinafter referred to as 'license', for use of the enclosed copy of the product on a single system. The purchased license does not authorize the licensee to a second installation of the product. Change to another system is permitted only through written notification to and authorization by Bartsch Software.

The use of the product incl. documentation is exclusively for internal company intended purpose.

3. Exclusion of Use

The licensee is forbidden

- a) to make the product accessible respectively available for a third party without previous written authorization from Bartsch Software.
- b) to make to make the product accessible on a system in the context of a non-commercial and commercial context (ASP).
- c) to modify, translate, reengineer, decompile, or disassemble the product without previous written authorization from Bartsch Software.
- c) to produce derived works from the product, nor to duplicate the documentation.
- d) to translate, to modify or to produce derived works from the documentation.
- e) to use the product in any way other than as set forth in Section 2 herein.

4. Proprietary Rights

Purchase of this product gives ownership of only the physical data carrier where the product is recorded. Purchase of the rights to the product itself is not included. Bartsch Software retains all rights to the product, especially all publication, duplication, revision and usage rights.

5. Duplication

The product incl. documentation are protected by copyright. The making of a single backup copy of the product is permitted. The existing copyright notice as well as the included serial number may not be removed from the product. It is prohibited to copy or further duplicate the product incl. documentation, in original or modified form or with another product mixed together or included within another products.

6. Transferring Right of Use

The right of use of the product can be granted to third parties only through previous written consent of Bartsch Software. Giving away, lending, leasing or distribution of the product is prohibited.

7. Duration of Contract

The contract is valid for an undetermined period. The right of the licensee for use of the product is automatically revoked without notice in the event licensee violates any of the terms herein. Upon conclusion of the right of use, licensee is obliged to destroy the original data carrier as well as old copies of the product including any modified samples and documentation.

8. Compensation in Case of Violation of Contract

The licensee is liable to Bartsch Software for all damages caused through copyright violation which may incur damage to any condition of this contract.

9. Modifications and Updates

Bartsch Software is authorized to update the product at their sole discretion. Bartsch Software is not obligated to make product updates available to licensee, when the product maintenance contract with Bartsch Software has not been concluded.

10. Warranty and Liability

- a) Bartsch Software gives assurance to the original licensee that the product quality is error-free at the time of hand-over of the data carrier upon which the product is recorded, when run under normal operating conditions and normal maintenance.
- b) Should the data carrier be faulty, the purchaser can request delivery of a replacement during the warranty period of six months from date of delivery. The data carrier as well as a copy of the invoice must be returned to Bartsch Software or to the dealer where the product was purchased.
- c) When a fault as defined in Section 10 b) is not replaced within the appropriate deadline, the purchaser has the choice to reduce the licensing price or to cancel the contract.
- d) Based of the conditions set forth in Section 1, Bartsch Software assumes no liability for the accuracy of the product, in as much as no gross negligence or mal-intent exists on the part of Bartsch Software. In particular, Bartsch Software assumes no guarantee that the product is sufficient to meet the requirements and purpose of the licensee or that it functions with other products that they choose. The responsibility for the correct selection and the consequence of the use of the product incl. documentation as well as the intention therewith or resulting outcome is carried by the licensee. In the event the product is fundamentally impractical, in accordance with Section 1, the licensee has the right to cancel the contract. Bartsch Software has the same rights in the event that the production of useful products, in accordance with Section 1, is not possible at a reasonable expense.
- e) Bartsch Software is not liable for your damages except when such damage occurs through willful intent or gross negligence by Bartsch Software. Liability for negligence by opposite sales persons is ruled out. Liability by Bartsch Software for guaranteed features remains unaffected. Liability for consequential damages not covered by the guarantee is ruled out.

11. Place of Fulfillment of Contract and Legal Domicile

- a) Place of fulfillment of contract and legal domicile for all disputes between the contractual parties arising out of the said contract is Kiel, inasmuch as the customer is a trader, a body corporate or a public corporation. Notwithstanding this, we shall also be entitled to take legal action at the domicile of the customer.
- b) The law of the Federal German Republic is binding for all legal relations between ourselves and the customer, as would be the case between two German contracting parties.