

Malz++Kassner GmbH Software License Agreement as of April 2005

Software License Agreement of Malz++Kassner GmbH, Leopoldstrasse 7a, 38100 Braunschweig, Germany, further referred to as Malz++Kassner. Valid from April 1, 2005, all previous software agreements are no longer valid.

The use of Malz++Kassner software by the end-user is carried out exclusively on the following terms. By installing the software, you accept the regulations stated below as binding. As a result, the following license contract between Malz++Kassner and you, the licensee, comes into effect:

§1 Subject Of The Agreement

Subject of this agreement are a computer program recorded onto a data carrier or delivered by electronic data transfer, accompanying descriptions and manuals, plus all other written or electronic material enclosed - subsequently referred to as "software". It is common understanding that today software cannot be created in a way that it works without errors in all combinations and applications. Therefore, subject of this agreement can only be a software that functions in principle according to the description and manual.

§2 Extent Of Use

During the contractual period, Malz++Kassner grants the simple, non-exclusive right (subsequently referred to as "license") to use the accompanying Malz++Kassner software on a single computer. The license includes an unlock code personalized to the licensee, and an activation. The activation is done by either entering a key depending on the unlock code and the computer (the software can only be used on a single computer), or by using an optional hardware key called "dongle" (the software can be used on multiple computers in succession, but never on more than one computer at a time, either by moving the dongle from computer to computer or by using the free Dongle Server software). If the program shall be used on multiple computers at a time, the licensee has to purchase an additional license for each additional computer ("multiple licenses").

§3 Prerequisites Of Use

After a testing period of 30 days, the software can be used legally only if it is unlocked using the licensee's personal unlock code and activated using the corresponding activation key or dongle. If no dongle is used, a future activation on a different computer of the licensee is possible if the licensee sends in the appropriate written declaration.

§4 Support & Updates

For 12 months (in case of a buying license) or 24 months (in case of a leasing license) starting with the date of purchase, the licensee has claim to technical assistance ("support") to the customary extent by phone, fax, or email. The licensee is also entitled to download and use all service packs and updates released for the purchased software ("updates") during that period. The claim to support & updates cannot be passed on to others. Updates will be created and released by Malz++Kassner at their own discretion. In case of site licenses, class room licenses, or campus licenses, the licensee has to nominate a single contact person by whom all technical assistance requests will be handled. Single educational licenses do not include support, only updates.

§5 Renewal Of Support & Updates

The licensee of a buying license can renew his claim to support & updates periodically for the next 12 months before the previous period of support & updates expired. After expiration of support & updates, a renewal is only possible by means of a refresh which is more expensive. The claim to support & updates cannot be passed on to others. For prices and conditions please refer to the latest "CAD6 Product Information". Renewal or refresh is not possible for single educational licenses.

§6 Prohibited Actions

The licensee is not allowed to:

- pass or sell the software and the accompanying written or electronic material to others, nor give others the possibility to use it, without written consent of Malz++Kassner,
- modify, patch, translate, redevelop, decompile or disassemble the software, especially manipulate the unlock and activation mechanism, remove or change copyright messages,
- create derived software, nor copy, translate, or modify the written material or create derived works from it.

§7 Acquired Rights

With the purchase (independent of the chosen licensing model), the licensee attains the property of possible data carriers like diskettes or CDs, but not the

property of the software itself. Malz++Kassner remains exclusive holder of all rights not explicitly stated in §2. All publication rights, duplication rights, modification rights, and exploitation rights are reserved to Malz++Kassner.

§8 Compensation

The licensee is liable to Malz++Kassner for each and every damage that Malz++Kassner sustains due to a violation of these license regulations. Each single violation of this license agreement results in a claim for compensation of Malz++Kassner. This does not affect further claims of Malz++Kassner.

§9 Contractual Period

The contractual period depends on the chosen licensing model:

- Buying license: This agreement is unlimited.
- Leasing license: This agreement is limited to 24 months after the date of purchase. After this period has elapsed, the right to use the software expires. If, however, the licensee violates regulations of this agreement, he loses his right to use the software. In this case, the licensee is liable to remove any installation of the original software including any possibly modified versions from any computer, as well as to destroy all accompanying written material, or to hand it over to Malz++Kassner upon request.

§10 Educational Licenses And OEM Licenses

Educational licenses may be ordered by pupils, students, trainees, teachers, educational facilities, and persons aged 60 years and above. When ordering educational licenses, a written proof of educational use (certificate of matriculation issued to the customer or official document with signature and stamp of the educational facility) must be included with the order. Educational licenses may not be used for commercial or non-educational purposes! If used not in compliance with these regulations the full price of the corresponding buying license is due immediately!

For additional terms on educational licenses concerning Support & Updates, please refer to the latest "Malz++Kassner Product Information".

For OEM licenses, please refer to the separate license agreement enclosed with the software in printed and/or electronic form.

§11 Warranty And Liability

Malz++Kassner is liable to the licensee for that the data carriers on which the software is recorded are fault-free in material under normal operating conditions and at a normal maintenance at the time of the handing over, provided that Malz++Kassner is the supplier and seller of the data carriers. If the licensee received the software by means of electronic data transfer, Malz++Kassner cannot guarantee the fault-free transfer of the data.

If the data carriers are faulty, the buyer can demand a replacement within 6 months after delivery. If such a defect cannot be fixed by replacement in a reasonable period of time, the licensee can choose to demand either price reduction or cancellation. A reasonable period of time is at least 10 weeks.

The licensee can also demand cancellation if the software is not basically usable as defined in §1 of this agreement. Any further liability of Malz++Kassner concerning software integrity is excluded. Malz++Kassner is especially not liable for the software not fulfilling the requirements and applications of the buyer or not working together with the hardware combination and additional software chosen by the buyer.

A liability of Malz++Kassner for damages to the licensee is also excluded unless the damage has been caused by intention or gross negligence of Malz++Kassner. If the licensee is a merchant, liability for gross negligence is also excluded. Consequential damages are also excluded from liability. If, on particular occasion, Malz++Kassner assured a special feature, the liability for this assurance does not include consequential damages that are not covered by the assurance.

§12 Miscellaneous Agreements

This contract is subject to the right of the Federal Republic of Germany. Exclusive place of jurisdiction is Braunschweig. Any special arrangement must be in writing. If regulations of this contract show themselves as invalid, all others remain valid. The invalid regulation is replaced by one that gets as close as possible to its original spirit.