

Licence Agreement

Produkt: **BackUp Maker**
Company: ASCOMP Software GmbH
Date: 01.01.2007
Website: <http://www.ascomp.de>
eMail: support@ascomp.de

END USER LICENCE AGREEMENT

IMPORTANT - PLEASE READ:

1. COPYRIGHT

The software, all software components, the documentation and the program and data design are protected by copyright law, international copyright contracts and other intellectual property laws and agreements.

2. RIGHTS OF LICENCE HOLDERS

The end user licence contract entitles you to use the ordered software for the purpose for which it is intended. You are accorded the non-exclusive right to test a limited number of functions of the ordered software at one computer workplace. If you then wish to carry on using the program, you will have to purchase a program licence permitting you unlimited use of said program, both in terms of time and functionality.

3. RESTRICTIONS

- You undertake to retain all the copyright notices on all copies of ordered software.
- You are entitled to forward copies of ordered software to third parties subject to the same licence terms applicable to this evaluation version.
- You are not entitled to reverse-engineer, decompile or disassemble ordered software.
However, this shall only apply insofar as the applicable law does not specifically allow such an operation irrespective of this restriction.
- You are not entitled to rent out or lease the ordered software.
- You undertake to observe all the applicable legislation with respect to the use of the ordered software.

4. RESERVATION OF TITLE

We reserve the title to goods delivered by us until the purchase price and all incidental debts have been paid in full.

If you are an entrepreneur, we reserve the title to goods delivered by us until all claims against you arising out of the business relationship have been settled.

5. REQUIREMENT TO INSPECT GOODS AND NOTIFY DEFECTS PROMPTLY

You undertake to conduct an immediate inspection of goods and services provided by us in respect of conformity with the contract, freedom from defects and completeness and, if non-conformities or defects are apparent, to notify them to us without delay. If such notification is not forthcoming, our goods and/or services shall be deemed accepted unless the defect in question was not identifiable at the time of inspection. If a defect of this type becomes apparent after acceptance, you must notify it to us as soon as it is discovered, otherwise our goods and/or services shall be deemed accepted in relation to this defect as well. Once our goods and/or services are deemed accepted, you have no further right of recourse (see §§ 437 ff., 478 of the German Civil Code).

6. DUTIES OF THE LICENCE HOLDER

You undertake to immediately verify the success and completeness of each data back-up operation.

We recommend regular data back-up operations; back-up data-carriers should be stored in a specially protected place.

7. WARRANTY

Our goods and services are guaranteed in line with the statutory provisions unless otherwise agreed below.

Irrespective of § 275, para. 2 and 3 of the German Civil Code we are entitled to refuse your choice of remedy if the costs involved are unreasonable. In this case, your entitlement to a remedy is limited to some other form; however, our right to refuse said other remedy if it also involves unreasonable costs remains unaffected.

Immaterial defects shall not, under any circumstances, entitle you to withdraw from the contract.

If we ascertain that a defect notified by you in respect of an item provided by us is attributable to fault in an item provided by one of our suppliers, we shall notify you of this in writing and assign our warranty claims and right of recourse against the supplier to you. In this case, you may not enforce warranty claims and right of recourse against us until it has been proven that you have not been successful in enforcing your warranty claims and right of recourse against our supplier.

Guarantee claims are time-barred after one year. This one-year period will begin on the date of delivery where goods are concerned, and on the date of acceptance where work performance is concerned. Your right of recourse against us as per §§ 437 ff., 478 of the German Civil Code is time-barred pursuant to § 479 of the German Civil Code. If we erect a structure or create a work whose success depends on the provision of related planning or

monitoring services, warranty claims pursuant § 634a of the German Civil Code shall be time-barred five years after the work is accepted.

8. LIABILITY

We shall be liable for all prejudice caused by us or by our managing employees with intent, or due to gross negligence.

We shall also be liable for culpable infringement of essential contractual duties insofar as infringement of the latter jeopardises the fulfilment of the object of the contract.

We shall also be liable for any prejudice arising out of injury to life, body or health due to culpable breach of duty on our part, or to culpable breach of duty by one of our statutory representatives or agents.

All other claims against us due to, in particular, delay in performance or breach of duty, and all non-contractual claims, including those in respect of lost earnings, lost cost savings, lost user advantages, abortive expenditure, indirect consequential prejudice, shall be null and void.

Furthermore, any claims against us for compensation shall be limited to the amount of damage foreseeable at the time the contract was entered into; claims arising as a result of the realisation out of excess risks not foreseeable to us cannot be enforced.

This limitation shall not apply in respect of prejudice arising out of injury to life, body or health due to culpable breach of duty on our part, or to culpable breach of duty by one of our statutory representatives or agents.

Our statutory liability due to injury to health or life, and pursuant to the law on liability for defective products (Product Liability Act) shall remain unaffected by the preceding clauses.

9. NOTES ON THE FORWARDING OF SHAREWARE VERSIONS

Our shareware versions (standard edition) may be made available to third parties (until withdrawn) on CD-ROMS, shareware diskettes, in stores and via networks as long as:

- no payment is demanded for the program itself
- all files are passed on conform to the originals
- a link to our website is published
- you inform us of publication.

10. CHOICE OF LAW - PLACE OF JURISDICTION

The place of jurisdiction shall be Stuttgart.

All legal relationships between you and us shall be subject to German law only. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

11. SAFEGUARDING CLAUSE

No verbal subsidiary agreements have been entered into.

If any existing or future provision in the contract, or any provision in these terms of business is wholly or partly ineffective or unenforceable, or subsequently becomes ineffective or unenforceable, or if a loop-hole becomes apparent, this shall not affect the validity of the other provisions. The contract parties agree that in this case, the statutory provisions shall apply in place of the ineffective and unenforceable provision or for the purpose of remedying the loophole.

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