

Software License Agreement

Upon installation of a Software of Koppermann Computersysteme GmbH, Am Georgenstein 14 in 82065 Baierbrunn (hereinafter referred to as "Koppermann") by Purchaser (hereinafter referred to as "Licensee"), the following shall apply:

1. Definition of the license

The purchased software is delivered with CD (in some cases by data transfer or activation by data transfer), manual and copy protection.

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Koppermann grants the right to use the purchased software on any computer, including alternate computers, but only on a single computer at a time. The software is used on a computer when it is installed into the temporary memory (i.e. "RAM" or main memory) or into a permanent memory (e.g. hard disk, CD-ROM or other storage device) of this computer.

The use of the Software via so-called "application server programs" (such as Microsoft Terminal Server or Citrix) shall be possible upon agreement with Koppermann, but shall require a certificate issued by Koppermann to Licensee with a corresponding number of license keys. If this requirement is missing, the use is prohibited.

The installation of a single license on a network server, inter alia for the purpose of use on multiple computers, shall constitute unauthorized use.

3. Limited warranty

In principle, the following limitations (paragraphs A and B) shall NOT apply to claims of Licensee arising from intent, or from gross negligence on the part of Koppermann. In such cases, Koppermann shall be liable in full. Koppermann's liability for personal injury and under the Product Liability Act shall remain unaffected.

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Koppermann's liability and Licensee's sole remedy, shall be the repair or replacement of the Software or the dongle, which shall be returned to Koppermann together with the assertion of the warranty claim and with a copy of the proof of purchase.

There shall be no warranty claim if the failure is the responsibility of Licensee (such as a defective application). Koppermann shall warrant a replacement Software only for the remainder of the original warranty period or for 30 (thirty) days, whichever is longer.

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B. Duration of the warranty

Koppermann warrants the Software or Dongle for a period of one (1) year from the date of purchase.

4. Further restrictions

The Licensee may neither rent nor lend the purchased license or dongle. A sale of the license or the dongle is only permitted with prior written consent by Koppermann. Reverse engineering, decompiling and disassembling of the software is not permitted.

If the Product was sold at a special price (below the actual and current list price at the time of purchase) and is subsequently sold by Licensee at a higher price, Licensee shall owe Koppermann the difference between the price paid to Koppermann and the current list price of the Product at the time of resale.