

End User Licence Contract for Ridom TraceEdit

Permission is granted to anyone to use this software FREELY for any purpose, subject to the following restrictions:

I. General

- a) This End User Licence Contract (EULC) forms a legally binding contract between you, the licensee, and Ridom GmbH, the licensor for the **Ridom TraceEdit** software and related media, materials and documentation (the software product).
- b) If you do not agree to these conditions, you are not entitled to use the software.
- c) The person who concludes this EULC assures and makes warranty that he is entitled to declare a legally binding contract on behalf of his employer as the licensee.
- d) The software product is licensed not given away.

II. Copyright

- a) The software product distributed by Ridom GmbH is protected both by copyright laws and international copyright treaties, and also by other laws and agreements concerning intellectual property.
- b) Ownership and copyright of the software product (including but not restricted to images, photographs, animations, video, audio, text and applets which are included in the software product), the accompanying printed material and each copy of the software product are the property of Ridom GmbH. All rights and intellectual property rights in and to content which can be accessed with the aid of this software product are the property of the respective owners of the content, and may be protected by applicable intellectual property rights laws and other laws and agreements on intellectual property. This EULC does not grant the licensee the right to use such content.

III. Scope of Licence

- a) The licensee is entitled to install the software product, the demonstration-version or an earlier version on several computers, workstations, portable PCs or another digital electronic device.
- b) The software product is licensed as a unitary product. The licensee is not entitled to separate its components for use.
- c) The licensee is not entitled to reverse develop, to decompile or to disassemble the software product. No changes to the existing source code, neither any re-use of parts of it are permitted.
- d) The licensee is not entitled to resell the software product or in any other way to transfer the software product for a counter-value. The licensee is not entitled to rent the software product, to lease it or to sell it.
- e) Without prejudice to its other rights, Ridom GmbH is entitled to terminate this EULC insofar as the licensee contravenes the provisions of this EULC. In such a case, the licensee is obliged to destroy all copies of the software.
- f) Ridom GmbH reserves all rights not expressly granted. The individual provisions of this licence agreement can only be changed by Ridom GmbH. The written form is required for this, without any exception.

IV. Warranty and assurances

- a) This software is provided 'as-is', without any express or implied warranty. In no event will the Ridom GmbH be held liable for any damages (e.g. hardware damages, loss of data) or miscalculations arising from the use of this software.
- b) The software product is supplied in accordance with the current development status. Ridom GmbH draws attention to the fact that is not possible in the current state of technology to create computer software such that it works without errors in all applications and combinations. The subject of this contract is therefore only software which is in principle usable in the sense of the program descriptions and user manual.
- c) Statements contained in brochures, advertisements and similar documents represent only descriptions, and do not contain any assurance of properties or guarantees.

V. Limitation of liability

- a) The licensee bears the responsibility for the selection and for the consequences of use of the software product, together with the results thereby intended or achieved.
- b) Liability for damages of any kind (included without restriction are damages from loss of profit, loss of business information or from any other financial loss) which arises as a result of the use of this product or of the inability to use this product is expressly excluded.
- c) For damage or loss which involve death or physical injury, Ridom GmbH is in no case liable for aggravated compensation for damages or penalty compensation for damages, for any specific indirect, coincidental damage or loss or consequential loss or damage arising therefrom (this applies particularly, but not exclusively, for loss of use, loss of data, loss of profit and for loss of savings and business). This applies regardless of the basis of the claim or grievance.
- d) Ridom GmbH is not responsible for and makes no warranty for the product running without interruption or without error.

VI. Place of judgement and applicable law

- a) Place of fulfilment for all obligations arising from the contract relationship is, for both contract partners, Würzburg, the base of Ridom GmbH. This applies even if the residence of the customer is unknown or is outside Germany.

VII. Final provisions

- a) Should any provision of this EULC be or become ineffective or contestable for any reason, its content is not otherwise disturbed thereby. Rather, it is to be performed in accordance with the intent.
- b) Instead of the ineffective or contestable provision, an appropriate regulation is to apply which, as far as legally permissible, comes as close as possible to that which the parties who concluded the contract intended or would have intended in accordance with the sense and purpose of this contract if they had considered the point when concluding this contract. The same applies in the event of a lacuna in this contract. This also applies even if the ineffectiveness of a provision rests in any way on a measure of the performance and the time (period or date) prescribed in the contract. A legally permissible measure of the performance or time (date or period) which comes as close as possible to that which was intended shall then be deemed to be agreed.