EULA - End User License Agreement for gpg4o

of

Giegerich & Partner GmbH
Robert-Bosch-Straße 18
63303 Dreieich
Germany

hereinafter referred to as the Licensor.
Valid: March 2019

Section 1   Agreement Object

1.1   The object of this Agreement is the provision of a copy of the software with a digital user manual by the Licensor to the end user.

1.2   The object of this Agreement is the permanent provision of the computer program specified in the object code, including the related user documentation (contractual software) and the granting of the usage rights described in Section 3.

1.3   The installation and maintenance of the contractual software on the end user's hardware is not object of this Agreement.

Section 2   Licensor Obligations

2.1   The Licensor must permanently provide and make available a copy of the contractual software to the end user in accordance with Section 1 of this Agreement via download from the Internet address http://www.giepa.de/produkte/gpg4o/downloads/.

2.2   The Licensor must provide the user manual for the contractual software to the end user in accordance with Section 1 Subsection 1 of this Agreement digitally as a PDF document.

Section 3   Usage Rights

3.1   Upon the conclusion of this License Agreement, the end user will receive a simple and transferable usage right to the software without temporal limitation. The end user may reproduce the supplied software to the extent necessary for use of the program. Necessary reproduction especially includes installing the program downloaded onto the end user's hard disk and loading the program onto the memory of the end user's hardware.

3.2   In addition, the end user may create a backup copy of the software.

3.3   The software may not be used on a network of the end user in a manner that allows several employees of the end user to use the software for work simultaneously.

3.4 The end user may permanently transfer the software, including the user manual, to a third party if the third party consents to the further applicability of the conditions of this Agreement. If the end user transfers the software to a third party, the end user must transfer all copies of the program, including any backups, to the third party. The end user's usage rights to the software will expire upon the handover of the copies of the program to the third party. The software installed on the end user's hardware must be erased.

3.5 The right to transfer the software to third parties is excluded in case of justified suspicions that the third party may violate the conditions of this Agreement or the copyrights of the Licensor.

3.6 Commercial **exploitation** of the provided software by the licensee is prohibited, **unless agreed by the Parties to this Agreement through a corresponding agreement.**

Any trade or other commercial use is prohibited.

Section 4   End User Obligations

4.1 The end user must prevent unauthorized access to the software by third parties through suitable measures. Original data carriers and backup copies must be stored at a location secured against unauthorized third-party access. Employees of the end user must be familiarized with the conditions of this Agreement and with the copyrights of the Licensor.

4.2 The Licensor will be in default if an appropriate grace period set by the end user expires without rectification of the error. The end user may then even commission a third party (other company) to remedy the error and demand reimbursement for the resulting costs if these are not disproportionate.

4.3 The provided program code may only be translated back into other code forms (decompiling) in compliance with the legal limitations of Section 69e of the German Act on Copyright and Related Rights [Urheberrechtsgesetz, UrhG].

Section 5   Inspection and Reporting Obligations

5.1 The end user must inspect the supplied software, including the user manual, within 2 weeks of delivery. This especially applies to the completeness of the software and of the user manual and to the functionality of fundamental program functions. Defects discovered thereby or that are obvious must be reported to the Licensor in text form within 1 week (Section 126b of the German Civil Code [Bürgerliches Gesetzbuch, BGB]). Detailed defect descriptions must be included.

5.2 Defects of the software or of the user manual that cannot be detected through orderly inspection in accordance with Subsection 1 must be reported in text form within 1 week of their discovery (Section 126b of the German Civil Code).

5.3 In case of violations of these inspection or reporting obligations, the software will be considered accepted for the respective defect.

Section 6   Guarantee and Liability

6.1 The Licensor guarantees the agreed characteristics and freedom of third-party rights of the

contractual software. This guarantee does not apply to defects if the contractual software is used in a hardware and/software environment not authorized by the Licensor.

If the licensee is an entrepreneur, the Licensor may remedy material defects through, at the Licensor's discretion, either defect rectification or replacement delivery.

6.2   Guarantee claims based on material defects will expire within 2 years. The guarantee period lasts 1 year if the end user is not a consumer. The limitation period will commence upon the download of the software from the Internet after receipt and registration of the access data for the Licensor's download area.

6.3   In case of intent or gross negligence, the Licensor will be unlimitedly liable for injuries to life, limb or health, under the German Product Liability Act [Produkthaftungsgesetz, ProdHaftG] and under any provided guarantee.

In case of simple negligence, the Licensor will only be liable for violations of essential contractual obligations. Apart from that, the Licensor's pre-contractual, contractual and non-contractual liability is limited to intent and gross negligence; these liability limitations also apply to culpability of the Licensor's vicarious agents.

Section 7   Payment Conditions and Retention of Title

7.1   The software may be paid for through advance payment or PayPal. End users with whom we have frequent business relationships will receive an invoice after the provision of the contractual software. This invoice must be settled within 10 business days.

7.2   The Licensor will retain title to the software supplied to the end user until complete settlement of the contractually-owed fee (Section 7 Subsection 1).

7.3   If the end user is culpably in default, invoking ownership does not represent withdrawal from this Agreement, unless expressly stated to the end user by the Licensor.

7.4   If the Licensor exercises rights of retention, the right to further use of the contractual software by the end user will expire. Any copies the end user made of the contractual software must be erased.

Section 8   Final Provisions

8.1   German law applies exclusively under exclusion of the UN sales convention.

8.2   The place of fulfillment is Dreieich, Germany. The exclusive place of jurisdiction is Offenbach am Main, Germany, unless both Parties to this Agreement are merchants or legal persons under public law or have no general place of jurisdiction in Germany.

8.3   General terms and conditions of the licensor do not apply.

8.4   The invalidity of individual regulations of this Agreement will not affect the validity of the remaining regulations. In such cases, the Parties to this Agreement must replace the invalid regulation with a valid regulation that most closely represents the economic interests of both Parties and most closely approximates the economic aims of the invalid regulation.