

EULA – End User License Agreement

of Giegerich & Partner GmbH in the following called licensor.
Status: March 2014

§1

Subject of the Agreement

1. The subject of the agreement is the license of a copy of the software together with the digital user manual by the licensor to the end user.
2. The installation and maintenance of the software subject to the agreement on the end user's hardware is not subject of the agreement.

§2

Licensor's Obligations

1. The licensor is obliged to permanently deliver to the end user a copy of the software subject to the agreement in accordance with § 1 of the present agreement under the Internet address <http://www.giepa.de/produkte/gpg4o/downloads/> by download.
2. The licensor is obliged to deliver to the end user the user manual of the software subject to the agreement in accordance with §1 of the present agreement in digital form as a pdf-document.

§3

Rights of Use

1. The end user may duplicate the delivered software as far as the corresponding duplication is necessary for the utilization of the program. The installing of the program from the download on the end user's hard disk forms part of the necessary duplications as well as

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the corresponding loading into the main storage of the end user's hardware.

2. Furthermore, the generation of a backup copy by the end user is acceptable.
3. The utilization of the software in a network of the end user in a way which permits the simultaneous working with the software by several employees of the end user is unacceptable.
4. The end user is authorized to apply the software subject to the agreement on every hardware he disposes of. As far as the end user wants to change the applied hardware he is obliged to remove the software from the hardware utilized so far. The simultaneous application of the software on more than one hardware systems of the end user is unacceptable. Differing from that the application of the software on a mobile end device of the end user is acceptable. When changing the mobile end device the above mentioned provision regarding the change of the utilized hardware is valid accordingly.
5. The end user is not authorized to generate copies of the user manual placed at his disposal. If the user manual has been placed at his disposal in digital form the end user may only generate a backup copy in addition to the working copy.
6. The end user is authorized to permanently pass the software including the user manual down to third persons if the third person agrees with the continued validity of the conditions of the present agreement. As far as the end user passes the software down to a third person he has to transfer all program copies to the third person including possible backup copies. His right of use of the software expires with the transfer of the program copies to the third person. The software installed on the end user's hardware has to be removed.
7. In case of a transfer of the software the end user is obliged to inform the licensor of the name and of the complete address of the third person in text form (§ 126b BGB).
8. The right to transfer the software to third persons is excluded if there is reasonable suspicion that the third person would breach these conditions of the agreement or infringe the licensor's copyright.

§4

Obligations of the End User

1. The end user is obliged to avoid unauthorized access to the software by third persons by taking appropriate precautionary measures. Original data storage media and backup copies have to be stored in a place which is secured against unauthorized access by third persons. The end user's employees have to be advised of the conditions of the present agreement and the licensor's copyright.
2. Delay sets in if an existing error has not been corrected after a reasonable deadline given by the end user. The end user may then even charge a third person (another company) with the correction of the error and may demand absorption of the costs provided that these costs are not excessive.
3. The end user is furthermore obliged to refrain from retranslating the delivered program codes into other code forms (de-compilation).
4. The end user is forbidden to remove features which serve the identification of authorship of the licensor or the prevention of the generation of pirate copies.

§5

Obligation of Examination and Notice of Non-Conformity

1. The end user will examine the delivered software including the user manual within two weeks following delivery. This applies in particular for the completeness of the software and the user manual as well as the proper functioning of basic program functions. Defects found in this connection or which can readily be found must be made known to the licensor in text form within another week (§ 126b BGB). A detailed description of the defects has to be enclosed.
2. Defects of the software or the user manual which cannot be found within the scope of the due examination in accordance with paragraph 1 have to be made known in text form (§ 126b BGB) within one week after they have been discovered.
3. If the obligation of examination and notice of non-conformity is infringed the software is considered as approved with regard to the corresponding defect.

§6

Warranty and Liability

1. The licensor is liable for defects of the software in accordance with the legal provisions of the law on the sale of goods (§§ 434 et seq. BGB).
2. In case of slight negligence the licensor is only liable for the infringement of essential contractual obligations (material obligations) as well as for injuries to persons according to the provisions of the law on product liability. For the rest the licensor's precontractual, contractual liability and liabilities in addition to those of the contract is limited to deliberate intention and gross negligence, the limitation of liability also applying in the case of fault by one of the licensor's assistants.

§7

Terms of Payment and Title Retention

1. The software is paid against prepayment or by PayPal.

End users with whom we have regular business connections will receive an invoice after having delivered the software subject to the agreement. This invoice is due for payment within 10 working days.
2. The licensor reserves the right of property of the software delivered by the end user until the complete payment of the payment due according to the agreement (§7 paragraph 1).
3. If the end user culpably gets into arrears with his payments claims to the right of property will not be considered as rescission from the agreement unless the licensor explicitly informs the end user of it.
4. If the licensor claims the title retention the right of further utilization of the software subject of the agreement by the end user will expire. All copies of the software subject of the agreement which were made by the end user have to be removed.

§8

Final Clauses

1. Only German law is applicable.
2. Towards a customer this choice of law is only valid insofar as no compulsory legal provisions of the country of his domicile or main residence are restricted thereby.
3. As far as the end user is not the customer the court of jurisdiction is Amtsgericht Offenbach am Main