

License Regulations „mesics gmbh“

§ 1 Subject of the contract

The license terms of mesics GmbH in 48149 Münster, Germany, are applied for the concession of the rights of conventional use of software of the mesics gmbh.

§ 2 Relation to other terms of the contract

1. The general terms and condition of the mesics gmbh are applicable as far as there do not arise differing regulations from these license regulations. The general terms and conditions could be reviewed (in German) on the website: http://www.mesics.de/fileadmin/templates/Downloads/License_regulations_mesics_gmbh_ENG.pdf
2. The user irrevocably admits the following license regulations. The user must not set regulations contrary to the license regulation of the mesics gmbh or contrary to the general terms and conditions of the mesics gmbh.
3. Additional license regulations, which have been embedded into the software by a third party, are not valid and will be replaced by the present license regulations.

§ 3 Right of usage, purchase of a license

1. By entry of all necessary registration data and by downloading respectively installing the software by the user, the mesics gmbh and the user conclude a contract concerning the usage of the software, following these license regulations.
2. The mesics gmbh grants the user the right to use the software spatiotemporal without restrictions. These usage rights are not exclusive, all licenses are released by the mesics gmbh and may not be released by a third party.
3. For installation, the user is allowed to copy the software from the website or from the CD of the mesics gmbh to the hard disk (or another mass storage device) of the used PC. The user is also allowed to load the program into the memory.
4. Further copying (apart from one archival backup copy), distribution and sale of the registered and licensed version of the complete program with all features is forbidden. This does not apply for the demo version of the program, assumed that the copies are provided with a consideration of the copyright. Further, it is allowed to pass the software down to a third party in case the requirements of § 4 of these license regulations are fulfilled.

5. It is forbidden to use the software parallel on different PCs. If the user likes to use the software on another PC, he either has to delete the software from the old PC or he has to purchase another license for the other PC.

§ 4 Transmission of the software to a third person

The user is allowed to pass the software down to a third person, if

1. the user deletes the software on his own PC (including all possible backup copies and license keys),
2. the user submits a declaration of de-installation to the mesics gmbh in written form (see appendix 1 of this license regulations)
3. the purchaser commits himself to keep the license conditions of the mesics gmbh by receipt of the software. The user will explicitly advise the purchaser of the conditions by transfer of the software.

§ 5 Program modifications

1. It is forbidden to retranslate the program code into other code-forms (de-compilation). Other kinds of back-development of different construction steps of the software (reverse-engineering) are equally forbidden. These interdictions are valid, unless they are not contrary to legal licensing regulations or to legal requirements.
2. It is forbidden to remove the copy protection or similar security techniques.
3. It is forbidden to change the program by purpose of debugging or by purpose of enhancement of the program's functions. The copyright note as well as the identification marks (commercial trade mark rights, serial numbers or other identification characteristics of the software) must not be removed or altered in any case.

§ 6 Guarantee

1. The user is aware of the fact, that the software is never free from defects.
2. By naming feature list or other descriptions of the software, the mesics gmbh does not assume guarantee concerning the software's configuration.

§ 7 Liability

1. Under the legal provisions of compensation, the mesics gmbh will be liable for defects without restrictions only in the case that the company's neglect of duty is based on intention or on culpable negligence. As long as the neglect of duty of the mesics gmbh is based on simple negligence and as long there has been a culpable breach of constitutive elements of the contract, the liability of

damages is limited to the damage, which typically occurs in comparable cases and which was foreseeable by time of conclusion of the contract. For the rest, the liability is excluded.

2. In case of damages due to data loss, the mesics gmbh is only liable for defects if the user has regularly, in adequate intervals, saved his data in an applicable form, at least once a day.
3. The liability concerning the regulations of the Product Liability Act will remain unaffected. As well, the liability concerning injury of life, body and health and concerning takeover of a guarantee will be unaffected.

§ 8 Final Clause

1. The right of the Federal Republic of Germany will be applied with the exclusion of the UN Convention on Contract for the International Sale of Goods and the conflict rule of the private international law.
2. Court of jurisdiction for both parties is Münster/ Westfalen, city of the mesics' gmbh registered office. The mesics gmbh reserves the right to take legal proceedings against a customer also on his place of general jurisdiction.
3. In case that particular terms of these license regulations will be or will become invalid or void, this does not affect the validity of the remaining terms of these license regulations.

Appendix 1 to License Regulations “mesics gmbh”

Declaration of De-installation

I would like to pass software, licensed by the mesics gmbh, to a third person.

Name of the software:

(in the following: software).

According to § 3 passage 4 and § 4 of the license regulations “mesics gmbh” (available at: http://mesics.de/_downloads/License_regulations_mesics_gmbh.pdf). I am only authorized to pass the software to another person, if I delete the software from my computer, delete all backup copies and license keys and hand over a declaration of de-installation to the mesics gmbh.

Hereby, I affirm that I have completely un-installed the software from my PC and that I have deleted all backup copies.

Name of the original customer _____

Customer Number _____

(Place and date)

(Signature of the original customer)

Before handing over the software, please follow these steps:

1. Print out the declaration of de-installation
2. Completely fill out the declaration of de-installation and sign the form.
3. Fax the filled-out and signed declaration of de-installation: **+49 (0) 251.53 499 74**