

LICENSE AGREEMENT

Stand: 26.04.2013

§ A. AGREEMENT OBJECT

The licensee becomes of STRATOLABS Christian Benz weither a exclusive nor a transferable licence for use of this computer application (following called software) to the conditions of this end user licence agreement.

The licensee becomes the authorization, this software and belonging documentations corresponding to the following conditions to use.

The licenser is sole and exclusive proprietor of this software.

The licensee becomes besides this usement rights no rights whatever.

The user of demo version agrees to STRATOLABS Christian Benz, to catch, save and use data, which will be caught until the user of demo versions is trying out my software.

This data will be used for market research, advisory service and for needment shaping of products and services, supplied by STRATOLABS Christian Benz.

Presentation our products is not allowed. Courses will be only present by STRATOLABS Christian Benz.

I point out that the use of my software is not free.

To get an ordinary licensee the fee must be payed.

The exposure of my products is Without written permission prohibited.

§ B. LICENSE EXERCISE

The licensee may use the product at the same time on one computer.

A physical transfer is allowed, but not electronic, such as within a network.

The licensee may make one copy for backup purposes.

He will not change the software, translate, reverse engineer, decompile, or create derivative works.

The licensee for infringement of these obligations to the exclusion of the continuation of a contractual penalty of EURO 500, - to pay at STRATOLABS Christian Benz.

The claim for damages is not excluded.

Without prejudice to the penalty and the enforcement of Compensation is STRATOLABS Christian Benz at breaches the granted usage rights revoked.

Without the right to a refund of license fee is paid.

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§ C. RIGHTS

Licensee acknowledges the rights of STRATOLABS Christian Benz on the product (copyrights, trademarks, trade secrets) without reservation.

This also applies to the copyright of documentation, in writing or on Computer storage media available.

He is committed to uphold these rights and to take all steps prevent damage to or violations of these rights by third parties and pursue insofar as they are by him or about him in the possession of the product.

§ D. PRODUCT UPDATES

STRATOLABS Christian Benz can always design and content revise or update its products.

Updated or revised Products subject to the provisions of this contract.

§ E. WARRANTY AND LIABILITY

§ E.A. The product has been tested and found to comply with the licence description.

STRATOLABS Christian Benz assumes no responsibility for the suitability of the product with the intended use of the licensee.

§ E B. Obvious defects of the product, the licensee at the latest within 8 days of display after delivery compared with STRATOLABS Christian Benz owner.

Hidden defects must be reported immediately upon discovery.

§ E C. The warranty is made by repair or replacement.

The Licensor has the right to change or decrease only if the repair or replacement failed and was placed STRATOLABS Christian Benz owner for a period of at least 40 days. No further warranty is excluded.

STRATOLABS Christian Benz owner is liable to the licensee only in accordance with this contract.

Further compensation claims of the licensee are excluded unless they are based on intent or gross negligence.

All warranty claims expire three months after delivery.

§ F. TERMINATION OF THE LICENSE AGREEMENT

If the licensee violates any provision of this contract, then STRATOLABS, Christian Benz owner may terminate this License Agreement without notice.

After termination of the contract, the licensee for the use of the product no

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longer justified.

At the time of termination of the contract is to destroy the licensee Committed to the product in his possession as well as working and backup copies.

§ G. FINAL PROVISIONS

§ G. A. The licensee is not entitled to rights or obligations under this contract to transfer or assign.

§ G. B. If any provision of this contract is invalid, then this the validity of the remaining contractual provisions.

The void or ineffective provisions shall be replaced by such valid provisions that come closest to the economic purpose.

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