

LICENSE AGREEMENT

Important notes - please read carefully!

The following conditions (INTRA-SYS End-User License Agreement - below "EULA" mentioned) are binding for the use of the license between the customer and the INTRA-SYS GmbH. They apply to the software of INTRA-SYS, including accessories, assistance and masks on the screen as well as manuals, acquired by the customer, (below "the software product" mentioned).

The contractual rights and obligations of the customer cover the adherence to the license conditions, i.e. provided software product is in copyright matters protected mental property by INTRA-SYS and copyrighted. It may be used only according to the license-legal regulations (protection of copyrights, registered trade marks and trade secrets). The software product may be copied and used only in the context of the bought licenses. The customer acquires a temporally unlimited not exclusive use license for the software product. The license of this software product does not include use on a virtualization platform.

If the customer installs or copies the software product, he explains himself in agreement with this EULA. If the customer does not accept the EULA, the software product must not be installed and the license keys must not be called up. In this case the customer can return the software product and is not obligated to the acceptance.

1. License conditions

The license contains following rights and obligations:

*Use: The software product may be used only by the customer in its own work center. He may install the software product for the intended operating system once on a computer and create a copy for safeguard purposes. The license of the software product does not include use on a virtualization platform. The removal of a copy protection or similar protection routines is not permitted. The copyrights remain with INTRA-SYS.

*Relaying: Regardless of available conditions it is permitted to pass on individual files of the software product if this is intended for the intended use of the program. It has to be clarified with INTRA-SYS in writing which individual files can be shared. Please contact: INTRA-SYS GmbH, Prüfentrift 86, 30657 Hannover/Germany, phone +49 511 61389 0, fax +49 511 61389 99, e-mail: info@intra-sys.de

*Storage, network use, several users/computers: The customer may store the software product on a storage medium, for example the network server, as far as this serves to make it possible to use the software product in its internal network on ONE computer. For the use of the software product on more than one computer or of more than one user the customer has to acquire a separate license. The acquired license is not divisible; the software product may not be used jointly by several users or on several computers. In Case of using the software products by several users or on several computers the customer has to acquire a separate licence „lsyMan Lizenzmanager“.

*Virtualization platforms: The use of the software product on virtualization platforms requires an extended license with the name "VM". Older software products which are to be used on a virtualization platform, need for this extension a corresponding upgrade "VM". The conditions „EULA“ are binding for the licence and upgrade „VM“.

2. Further rights and obligations

*Restriction for reverse engineering, disassembling and decompiling: It is not permitted to the customer to submit the software product to a reverse engineering, to decompile or disassembling, as far as German copyright does not permit this compellingly.

*Resale: Unless expressly agreed, the software product must not be resold or otherwise nongratis pass on.

*Leasing: The customer has no permission to lend, the software product or offer it for rent.

* If a resale of the software is agreed upon, then applies: The passing on of the software to a third party is permitted for the customer only as in the available EULA described and the following conditions are fulfilled:
(A) the customer does not hold back copies;
(B) the customer continues to pass on the complete software product (with electronic and written accessories, the manual, each upgrade, available EULA and, as far as obtained, certificates for authentication).
(C) the receivers keeps itself bound to available EULA. If the software product is an upgrade, the passing on must cover also all previous versions and associated rights.

*Support service: INTRA-SYS will offer to the customer with the software product a support service ("support service"). Contents and use of this service results from general business and delivery terms of INTRA-SYS. Within the support services technical informations are made available by the customer, INTRA-SYS is unhindered, to use these in the business concern in the context of updates and other developments. INTRA-SYS will strive however as well as possible that on use of these technical information the customer remains anonymous.

*Termination: INTRA-SYS is justified to cancel the license agreement if the customer offends against conditions of the available EULA. Further rights of INTRA-SYS remain unaffected. If the contract is canceled, the customer is committed to destroy all copies and all existing files and other accessories of the software product. INTRA-SYS is further justified to supervise with or without knowledge of the customer its activities over the internet in order to examine whether the software product is continued using by the customer.

3. Upgrades

As far as the software product is characterized by INTRA-SYS as an "Upgrade" or that is recognizable in an other way, it is necessary that the customer is license-entitled for this upgrade. The final product resulting from the software product and the upgrade are subject to the conditions of the EULA and may be used only on one computer.

4. Author and trademark laws

As far as not expressly by this EULA described, all rights at the software product (with electronic and written accessories, the manual, each upgrade, available EULA and, as far as obtained, certificates for authentication) remain in INTRA-SYS. The complete software product are in copyright matters and mark-legally protected, also by international agreements. Printed accessories may not be copied. A copy of the software product can be made for archives purposes. The customer must not remove copyright or trademark protection notes from the software product or change it at all.

5. Guarantee

INTRA-SYS commits itself to repair within 6 months after distribution errors of the carrier material of the software programs by exchange at own expense.

INTRA-SYS ensures within this period that

(A) the software product with the published and on supply valid specification agrees (insignificant deviations are reserved),

(B) the Support-Engineers of INTRA-SYS in case of deficiencies will either repair or will make available an improved version of the software product. If rework or subsequent delivery fails within appropriate period, whereby after kind and weight of the lack also several attempts are permitted, the contract can be cancelled by the customer or the license fee can be reduced.

6. Limitations of liability

The liability of INTRA-SYS for damage and fortune losses, which originated from the use of the software product, is excluded unless the damage is a roughly negligent violation of contract which is due to INTRA-SYS. The receiver is responsible for the correct use of the software product and the data protection.

7. Final clauses

It applies the right of the Federal Republic of Germany. Area of jurisdiction is, as far as not differently declared, Hannover. Further general the terms of delivery and business of INTRA-SYS apply.

If a clause of a contract should be totally or partly ineffective, then thereby the effectiveness of the contract is in all other respects not affected.

With questions to the present contract, please contact: