

General Licensing Terms

The following General Licensing Terms are the essential components of the contract between you and microTOOL GmbH, Berlin, regarding the transfer of use rights to the software against payment of license fees.

The following General Licensing Terms do not apply to the use of the software free of charge.

1. Licensing Contract - Scope of the Use Rights

A software license gives you the right to use the software that is stored on the delivered CD-ROM, or software that you have downloaded from a server, on, at most, as many computers as licenses you own.

The manner and frequency of use of the software depends on the type and number of license(s) that you have purchased.

a) Scope of the Use Rights - Workstation License

If you have purchased one workstation license for the software, you may only install the software on one computer at any given time. The software may be used only once at any given time, on the computer where it is installed. There are no restrictions based on the number of user names. Use of the software begins when a project member opens the tool and ends when the project member closes the tool.

Use of the software is allowed for an unlimited amount of time.

The use rights obtained through the purchase of a workstation license are valid worldwide, are non-exclusive and non-transferable.

b) Scope of the Use Rights - Floating License

If you have purchased one floating license for the software, the software contains a client and a server component. The server component manages the number of simultaneous users and, in doing so, accesses a hardlock or activation key, where the number of purchased floating licenses is stored. The license-server component may only be installed on one computer at any given time. The client component may be used only once at any given time.

If you purchase several floating licenses, you may simultaneously use the software as many times as you have purchased floating licenses. Regardless of how many floating licenses you have purchased, you may install the software on as many workstations as you would like within a LAN, so that every employee has the opportunity to use the tool. There are no restrictions based on the number of user names. The number of simultaneously active users is restricted to the number of floating licenses purchased. Use of the software begins when a project member opens the tool and ends when the project member closes the tool.

Use of the software is allowed for an unlimited amount of time.

The use rights obtained through the purchase of a floating license are valid worldwide, are non-exclusive and non-transferable.

c) Scope of the Use Rights – Server License

For the case where the software consists of two components – client software, which is installed as many times as there are clients and server software, which is only installed one time for all of the clients, – the following use rights apply to the server software: The server software must be used on exactly one individual computer at any given time and it may be used exactly once at any given time as a service on this server. Use of the server

software begins when the service is started and ends when the service is ended. The service simultaneously supports as many logged-in users as desired. These users have installed the client software locally and use it from the clients.

Use of the server software is allowed for an unlimited amount of time.

The use rights obtained through the purchase of a server license are valid worldwide, are non-exclusive and non-transferable.

d) Scope of the Use Rights – Client-Access License

If you have purchased one client-access license for the software, the client software and the server software work together in a network. For the server software you need a separate server license. The scope of the use rights of a server license is described in section c). After the service with the server software has been started, the server software provides the client software with the beginning of a user's session with one client-access license. When the user ends the session the server software gets the client-access license back, which is available then for another user's session.

You may simultaneously use the client software for sessions with the server as many times as you have purchased client-access licenses. Regardless of how many client-access licenses you have purchased, you may install the software on as many workstations as you would like, so that every employee has the opportunity to use the software. There are no restrictions based on the number of user names. A session begins when a user starts the client software and registers with the server software and it ends when the user closes the client software. The registration with the server software is possible as far as, at least, one free client-access license is available at the moment of registration.

Use of the client software is allowed for an unlimited amount of time.

The use rights obtained through the purchase of a client-access license are valid worldwide, are non-exclusive and non-transferable.

e) Order of Precedence of the Use Rights

If an organization has several licenses of the license types mentioned in sections a) and b), then the tools use them in the following order:

First, licenses are used that are stored on a local computer's local hardlocks or activation keys. If there are no licenses on the local workstation, the servers with hardlocks or activation keys are searched for available licenses. In this case, the first available floating license is used.

2. Copyright

microTOOL retains the sole, exclusive rights to the software. Purchasing a license only entitles you to use the software to the extent specified in this licensing contract. All rights are reserved by microTOOL.

You may either:

- (a) create a one single copy of the software exclusively for backup and archive purposes or
- (b) copy the software onto one single hard disk as long as the original is used solely for backup and archive purposes.

If you have purchased a floating license, you are allowed to make multiple copies of the software's client component. The software may be stored in the permanent memory of all of the computers that are connected to the computer on which the server component has been installed via a LAN.

Reproduction of the accompanying software manuals is not permitted.

Copying the hardlock delivered with the software is not permitted.

3. License Contract - Further Restrictions

You are not permitted to rent, lease or lend out the software. However, you may permanently transfer all of the rights from this license contract to a third party, provided you transfer all copies of the software as well as the manuals and hardlock, and the third party agrees to all of the terms in this contract.

Reverse engineering of the software or the data structures, changing the hardlocks or activation keys, or changing how the software checks for licenses, is not permitted.

4. Guaranty

microTOOL guarantees that the software is free of errors which would void or substantially decrease its value or serviceability for the user for a period of 12 months from the start of the statutory warranty obligation. The serviceability of the software, which this contract is based on, is determined by the system requirements and the Software's Help. microTOOL guarantees that the software essentially performs in accordance with the system requirements and the Help.

microTOOL's responsibility for the guaranty as producer of the software does not replace or limit any possible legal warranty or liabilities of the seller from whom you acquired the disks with a copy of the software.

a) Fulfillment of the Guaranty

In satisfying its guaranty responsibilities, microTOOL can choose to either (a) refund the purchase price or (b) replace the defective software. The defective software must be returned to microTOOL.

This guaranty does not cover software defects that result from accidents, misuse or incorrect usage.

microTOOL guarantees replaced software for the remainder of the original guaranty time, at least, however, for an additional 30 days from receipt of the replacement software.

b) No Guaranty for Specific Purpose of Application

microTOOL does not guarantee the software for any particular purpose or that it is compatible with other software you select. You alone are responsible for the selection, installation and use, as well as the intended results.

5. Liability - No Liability for Incurred Damages

With the exception of damages resulting from gross negligence, microTOOL is not liable for any damage resulting from the use of or inability to use the software. This includes, without exception, loss of profits, business interruptions, lost business information or any other financial losses. This also holds true when microTOOL was informed about the possibility of such damages in advance. microTOOL is only liable for minor negligence if a central obligation of the agreement has been violated. microTOOL's liability is limited to 3 times the amount paid for the license.

The limitation of microTOOL's liability does not apply to damages that result in physical injury, harm to health or loss of life.

6. German Law

This contract for software use rights is governed by the laws of the Federal Republic of Germany. The contract venue and legal jurisdiction is Berlin, Germany. For licenses ordered using e-Commerce: The contract takes effect from the time when the confirmation of your order appears on your screen, at the latest, however, when you receive the e-Mail containing the confirmation of your order.

The purchaser's terms and conditions do not apply.

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We wish you a lot of success using your new software!