

LICENSE AGREEMENT FOR O&O BLUECON XXL ADMINISTRATOR'S SUITE (EULA)

IMPORTANT - PLEASE READ CAREFULLY

This end-user license agreement is a legal contract between yourself (either as a natural or a legal person) and O&O Software GmbH for the above-mentioned software product. By installing the software product you agree to be bound by the terms of this license agreement.

If you do not accept the provisions of this license agreement, you are not authorized to install or use the software product. In this case, send the data medium and all other parts of the acquired product (including all written material, delivered hardware and packaging) back to O&O, or the dealer it was bought from, without delay. The full cost of purchase will be reimbursed.

The software product is protected both by copyright laws and international copyright agreements and by other laws and agreements on intellectual property.

1. Subject of the agreement

This agreement concerns the computer program recorded on the data carrier, the program description and operating instructions, and all other accompanying written material. These are referred to from hereon as "software".

O&O would like to point out that, due to the current state of technology, it is not possible to produce computer software that will function in all applications and configurations without any errors at all. Therefore, only software that is used according to program description and instructions of use is subject to this agreement.

2. Extent of use

For the duration of this agreement O&O grants you the simple, not exclusive, personal right (referred to as 'license' in the following) to use the enclosed copy of O&O software on a single computer and in one place only. If the computer is a system for multiple users, the right to use applies to all its users.

As licensee, you may transfer substantial software (i.e. stored on a data carrier) from one computer to the other, on the condition that is deleted from the computer on which it was initially used. Further use, especially the repeated installing and uninstalling on different computers (floating license), is not permitted.

a) O&O BlueCon XXL Administrator's Suite – Administrator license

You are permitted to install and use the software product on one single computer. An administrator (licensee) may use the bootable data medium for system rescue (O&O BlueCon-Boot-CD) that can be created by using the software product on any appropriate computer inside one company or a comparable organizational unit. A licensed full version on the target computer is not required. **IMPORTANT: THIS LICENSE IS BOUND TO A NATURAL PERSON (ADMINISTRATOR). IF DIFFERENT ADMINISTRATORS ARE TO USE THE O&O BLUECON BOOT-CD, YOU MUST PURCHASE SEVERAL ADMINISTRATOR LICENSES.**

b) O&O BlueCon XXL Administrator's Suite – Consultant license

You are permitted to install and use the software product on one single computer. A consultant (licensee) may use the bootable data medium for system rescue (O&O BlueCon-Boot-CD) that can be created by using the software product on any appropriate computer. A licensed full version on the target computer is not required. **IMPORTANT: THIS LICENSE IS BOUND TO A NATURAL PERSON (CONSULTANT). IF DIFFERENT CONSULTANTS ARE TO USE THE O&O BLUECON BOOT-CD, YOU MUST PURCHASE SEVERAL CONSULTANT LICENSES.**

c) O&O BlueCon V4 XXL Administrator's Suite – Test license

You are permitted to install and use the software product for evaluation purposes without charge for an unlimited period. Provided that you verify that you are distributing the read-only version, you are licensed to make as many copies of the read-only version of this software product and documentation as you wish; give exact copies of the original trial version to anyone;

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Backup copies: You are also entitled to produce copies of the software product required for backup and archiving purposes.

3. Special restrictions

The licensee is prohibited from:

- a) entrusting the software or the accompanying written material with a third party, or making it accessible for him/her without written approval from O&O,
- b) transferring the software from one computer to another via a network or data transferring channel,
- c) altering, translating, deconstructing the development, decompiling or disassembling the software without former written permission from O&O,
- d) producing works resembling the software or duplicating written material, from translating or altering the program or creating versions of written material

4. Rights of Ownership

With the purchase of this product, you are only entitled to the possession of the physical software data medium on which the software is recorded. This does not include the acquisition of rights to the software itself. O&O reserve the right to publicize, reproduce, alter or exploit the software.

5. Reproduction

The software and accompanying written manual is protected by copyright. If the software does not include copy protection, its reproduction is only permitted when for security purposes. You are obliged to include the O&O copyright annotation with the security copy. No copyright statement or included registration number from the software may be removed. The copy or reproduction of the software and its written accompaniment is strictly forbidden, be this in whole or part, in original or changed form, merged together with or enclosed in other software.

6. Transference of right to use

The right to use the software can only be passed on to a third party with written consent from O&O and in accordance with the terms of this agreement. Giving the software away, hiring or lending it out is strictly forbidden.

7. Agreement validity

This agreement is valid indefinitely. Should the licensee violate a condition of the agreement, his/her right to use the software automatically lapses without prior notice. On the termination of the right to use (s)he is obliged to destroy the original data medium as well as the copies (including those modified) of the software and written material.

8. Recovery of damages to the agreement

O&O point out that you will be held liable for any violation of the copyright terms.

9. Updates

O&O are entitled to update software at their own discretion. They are not obliged to make program updates available to those licensees who have either not signed the registration card sent back to O&O, or not paid the update fee.

10. O&O guarantee and liability

- a) O&O ensures the original licensee that the data carrier, which the software is recorded on, and the accompanying hardware are free from defects when subject to normal operating conditions and looked after throughout performance.
- b) Should the data medium be faulty, the acquirer can demand compensation delivery as long as the guarantee is valid (up to 24 months following delivery). For this, the data medium must be returned to either O&O or the dealer it was bought from, along with its possibility accompanying hardware, the security copy, written material and duplicate of the receipt/bill.
- c) If a fault, as defined in 10b, is not made good by replacement delivery within a reasonable length of time, the customer can either demand a reduction: the purchase price, or contract rescission.
- d) For the reasons mentioned above and in paragraph 1, O&O do not assume liability for errors made by the software. Above all O&O take no responsibility for the software being sufficient for the acquirer's demands and purposes, or for it working with other programs chosen by her/himself. The purchaser alone carries responsibility for the consequences of using the software, as well as for intended or achieved results. The same applies to written material accompanying the software. If the software cannot be used as defined in note 1 the purchaser has the right to countermand the agreement. O&O have the same right when the software serviceable, as defined in note 1, cannot be manufactured at affordable cost.
- e) O&O is not liable for damage unless it is caused with intent or by gross negligence on their part. Liability for gross negligence is impossible for merchants. Liability for possible guaranteed features of O&O is not affected. Liability for damage caused by defects not covered by the guarantee is not possible.

11. Competency

When the licensee is a qualified merchant, the law concerned in this agreement applies to the Federal Republic of Germany. Be this the case, the competency of the regional and federal courts in Germany is understood.

In the event of queries about the O&O-Software license agreement, or if you would like to talk with O&O, please contact O&O Software GmbH.