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# Licensing conditions

13.10.2015

With the installation of our software you automatically declare agreement with the following terms.  
You aren't allowed to install the software, if you don't agree.

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## **Important note – please read it carefully!**

If you install the software you accept following conditions. You aren't allowed to install the software, if you don't agree.

## **Information about the installation**

The installer copies a pair of files in the Windows-system-directory. All files will be stored into your chosen program directory. Unfortunately it is not possible to create programs that work correctly on all computers and in all software combinations.

Despite of intensive testing by the program developer, malfunction on your computer can happen.

## **Usage rights**

The Sommer Informatik GmbH grants the customer a gratuitous, not time-limited and non exclusive right to use (license) the software acquired. The delivery of the source code is not included. The license allowed the customer to single use the software as part of a normal use. This includes software-installation, the making of a backup copy, loading the software into the main memory and his expiration.

The license doesn't extend in other uses. The customer is especially not allowed to make any changes and translations or more copies of the software, even partially or temporarily in any form whatever and by any means. An illegal copy represents the expression of the program code. Changes which the Sommer Informatik GmbH can't agree in good faith (§ 39 para. 2 of Copyright Act), are permissible.

To use the software on another workstation and / or computer system an additional license fee is payable. To use the software on a so-called multi-user system or in a network is only permitted on basis of a separate agreement and only upon payment of the appropriate license fee.

## **Copyright**

This program enjoys the protection of the copyright and the international Copyright Agreement.

Changes on the program or using a part of the program outside the intended purpose aren't allowed. The customer isn't allowed to rent or lease the software. A transmission of the license on the software to a third is only after prior information of the Sommer Informatik GmbH and only then permitted, if the third person written declares their agreement to this conditions and the customer no copies of the software (inclusive any previous versions) retains. The customer isn't allowed to reverse engineer, decompile or disassemble the software. By the way remain §§ 69d, 69e UrhG unaffected.

Results and expressions which have been created with the software may only be published stating the licensor and the program.

## **Warranty**

The Sommer Informatik GmbH ensures – according to the regulations of the §§ 434 ff BGB - that the software has been consistent with the information provided by the specifications and created with due care and skill. Nevertheless, given the current state of the art, complete exclusion of software errors isn't possible. We can't give a guarantee for a perfect software. Under the guarantee covered only those defects that significantly restrict the usability of the software.

The Sommer Informatik GmbH is fault of the software, which impair the intended use not only irrelevant rectify. The error correction shall be made at the option of the Sommer Informatik GmbH depending on the importance of the fault, by providing an improved software version or through instructions for the disposal or for bypassing the effects of the error. The customer is obliged to accept the offered software update as a part of the correction of error, unless this leads to unreasonable adapt and change problems for him. The warranty period is 12 months from the software delivery.

## **Liability**

We are liable for damages that are created by missing from warranted characteristics, as well as damage, that we intentionally or gross negligence cased.

We aren't liable for damages that were cased light careless. In case of negligent breach of contract for directed damage, are we liable up to the amount of the license fee paid by the customer. Liability for indirect or consequential damages (including lose of profits and production) is excluded.

This doesn't apply if the defect was fraudulently or with gross negligence by us. Furthermore, we assume no responsibility for the achievement of customer standards or for the achievement of customer-specific needs, unless we have given an assurance in relation of these properties.

The customer is aware that he has to make a regular backup of his data in the context of the obligation to mitigate the damage and in case of suspected software error to take all reasonable additional safeguards to avoid damage by a data lose.

### **Information about the demo version**

The present of the program is as long as you are not yet registered with the manufacturer, a demo version. That means you can test the program without time limit by us. The liability for damages arising from the use of our demo version is expressly excluded.

### **Maintenance Agreement**

The basic of our software and operating systems changes. That's the reason why it is regularly necessary to create new versions. The maintenance contract ensures that the software complies with the legal bases. The maintenance contract is obligated to complete the numbers of the licenses. If a maintenance contract is terminated than invalidate the license of the accompanying software. Excluded from the maintenance contract are our Campus products.

### **Price , Payment**

The actual price list from Sommer Informatik is valid. Payment is within 14 days after receipt of the invoice and without any deductions. We expect prepayment for deliveries abroad and the program will be sent to our customer only after the complete receipt of the invoice. Until the full payment of the ordered software is done it stays property of the Sommer Informatik GmbH. If you aren't a consumer within the meaning of the act, then the exclusive international jurisdiction of German courts will be agreed. Exclusive local jurisdiction is in this case Rosenheim / Traunstein.

### **Effectiveness of contractual conditions**

Should one or more of the provisions of this agreement become invalid, the validity of the remaining provisions shall not be affected. Instead of the invalid provision shall a substitute regulation that comes closest to the intended purpose.

For questions about this agreement, please contact us:

#### **Sommer Informatik GmbH**

Sepp-Heindl-Str. 5

83026 Rosenheim

Germany

Tel. +49(0) 8031 - 24881

Fax +49 (0) 8031 - 24882

E-Mail: [info@sommer-informatik.de](mailto:info@sommer-informatik.de)

Internet: <http://www.sommer-informatik.de>