

End User License Agreement

NOTE: PLEASE READ THE FOLLOWING END USER LICENSE AGREEMENT CAREFULLY BEFORE YOU INSTALL OR USE THE SOFTWARE. BY INSTALLING OR USING THE SOFTWARE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS THE END USER LICENSE AGREEMENT. IF YOU DO NOT ACCEPT THE CONDITIONS OF THE END USER LICENSE AGREEMENT OR DO NOT AGREE TO BE BOUND BY THE TERMS OF THEM, PLEASE DO NOT INSTALL OR USE THE SOFTWARE AND REMOVE ALL COMPONENTS OF THE SOFTWARE FROM YOUR COMPUTER.

End User License Agreement

The subject of this license agreement is the computer software, the software description, the instruction manual and the other accompanying written material, provided on a data carrier or on a server by HörTech gmbH, Marie-Curie-Str. 2, 26129 Oldenburg, Germany under these license terms. These shall be referred to in the following as software.

The user acknowledges that the software must only be used and applied as intended for the purpose indicated in the instruction manual.

§ 1 Legal ownership

The user acknowledges that the software is a protected computer program in the sense of § 69 a of the German Copyright Act. Furthermore, the user acknowledges that HörTech gmbH is the sole legal owner in the sense of the German Copyright Act.

§ 2 Granting of rights

HörTech gmbH grants the licensee / end user the right to use the software as described in the program description and in the instruction manual. The right of use shall be granted in return for payment as a simple, non-exclusive right to use the software within the context of the conditions of this agreement, which is only to be transferred to third parties in accordance with § 3.

For the application, HörTech gmbH grants the licensee / end user the right to use the software on a single computer in a single location. If this single computer is a multi-user system, this right of use shall apply to all users of the system.

The licensee / end user may only transfer the software in physical form from one computer to another provided that the software is only ever used on a single computer at any one time. No further use shall be permitted.

The licensee / end user shall only be entitled to reproduce the software insofar as this is necessary for the intended use. In this respect, he / she shall be entitled to make one copy for backup purposes. In this respect, the licensee / end user is obliged to attach the copyright notice of HörTech gmbH to the backup or incorporate this inside it. Any copyright notice that is present in the software or any registration number that is incorporated within it must not be removed.

The licensee / end user is not permitted to copy or otherwise reproduce the software or the written material, either in whole or in part, in its original or in an amended form.

The licensee / end user is not permitted to reverse engineer the software. The licensee / end user is prohibited from decompiling or disassembling the software outside the limits of the German Copyright Act.

Licenses that are provided with a dongle (copy protection device) and the software only works when the dongle is present, the ownership of the licenses is directly bound to their respective dongle. A loss of the dongle means the loss of proof of ownership of the license. Licenses without proof of ownership cannot be replaced. Damaged dongles may be replaced for a fee.

Dongles may not be used in the network as a shared resource for different workstations if it is not technically ensured that absolutely no simultaneous use by different workstations is possible. HörTech reserves the right to take protective measures against such use.

Licenses that are queried online at a server on the Internet and the software is only executable or activatable when the online license is present are dependent on a connection to the Internet for operation or activation. If there is no suitable connection to the Internet, HörTech reserves the right not to execute the software or to restrict its functionality.

Licenses which entitle the user to execute the software on a single workstation may not be used by technical manipulation to execute the software on several workstations simultaneously. HörTech reserves the right to take protective measures against such use. In particular, HörTech reserves the right that the software cannot be executed or that its functionality is restricted if it detects a possible misuse of the license.

§ 3 Transfer

The ownership and the right of use of the software may only be transferred to a third party if

- a) the installed software and any additionally stored data components are deleted,
- b) the third party declares their agreement with the terms of this agreement in writing to HörTech gGmbH,
- c) all components belonging to the software are transferred along with all written supporting material and
- d) the transfer covers the last updated version of the software as well as all earlier versions.

§ 4 Guarantee

HörTech gGmbH guarantees to the original licensee that, at the time of transfer of the software, the data carrier on which the software is recorded and the program description and instruction manual that are transferred with it are free from significant errors under the assumed operating conditions. Because of the large number of combinations of data and operations and of operating errors that can occur in practice, HörTech gGmbH cannot guarantee that the products are completely free from defects. A software error will not be present if the program function in question functions on the recommended hardware configuration.

If the data carrier and / or the accompanying program description and instruction manual are defective, the licensee may claim a replacement during the guarantee period of 6 months from the date of delivery. To do this, the data carrier, including any backups and / or the program description and instruction manual must be returned to HörTech gGmbH.

If HörTech gGmbH is unable to provide a replacement without this defect within reasonable time, the licensee shall be entitled to set an additional period of time of reasonable length with the declaration that they will refuse to accept the replacement after the expiry of this period.

After the expiry of this period, the licensee shall be entitled to claim a change or reduction.

§ 5 Limitation of liability

The guarantee does not include the elimination of defects and / or liability for damage resulting from external influences or improper operation or maintenance. This depends on the information contained in the program description and in the instruction manual. A guarantee shall not be given if the licensee / end user uses the software for any purpose other than the one indicated above.

The guarantee shall not apply if the user modifies the software him/herself, and / or if the software is modified by third parties. In these cases, if guarantee measures are performed, the licensee shall be obliged to bear the additional costs incurred by HörTech gGmbH in addition to the material and labour

expense.

HörTech gGmbH shall also not be liable for non-performance in the application of the software, for financial losses, indirect or other consequential damages. HörTech gGmbH shall furthermore not be liable for the replacement of data. It is up to the licensee / end user to undertake any possible reconstruction in the event of loss. HörTech gGmbH shall furthermore only be liable for damages resulting from intent, gross negligence or a lack of guaranteed properties.

The absolute liability under the German Product Liability Act (ProdHaftG) shall remain otherwise unaffected.

§ 6 License management

Computer means the computer on which the software is running, web server means web servers operated by HörTech for license management purposes, and license means one or more licenses required to operate the software.

The software communicates via an Internet connection with web servers when an online activation or online verification of a license is performed. The following data is transferred: (i) IP address and other properties of the computer that identify the computer, and (ii) license-related data. Transmitted data is stored on web servers and used solely for license management purposes. Personal information is not transferred by the software.

If only an online activation of the license takes place and the license is stored on the computer, no automatic communication of the software with the web servers takes place during further operation.

If the license is not stored on the computer during online activation, the license will be verified online each time the software is run. In order to end the online verification of a license, the license has to be deactivated. This applies in particular to demo licenses.

Online activations or online verifications of licenses are logged on the web servers. This data is used exclusively for license management.

§ 7 Additional license terms

HörTech gGmbH reserves the right to define additional and/or deviating license conditions for individual software products. If the license conditions for a specific software product differ, the different license conditions apply to this software product. If the license terms for a specific software product do not explicitly include individual license terms from this End User License Agreement, the license terms from this End User License Agreement shall also apply if reference is made to this End User License Agreement.