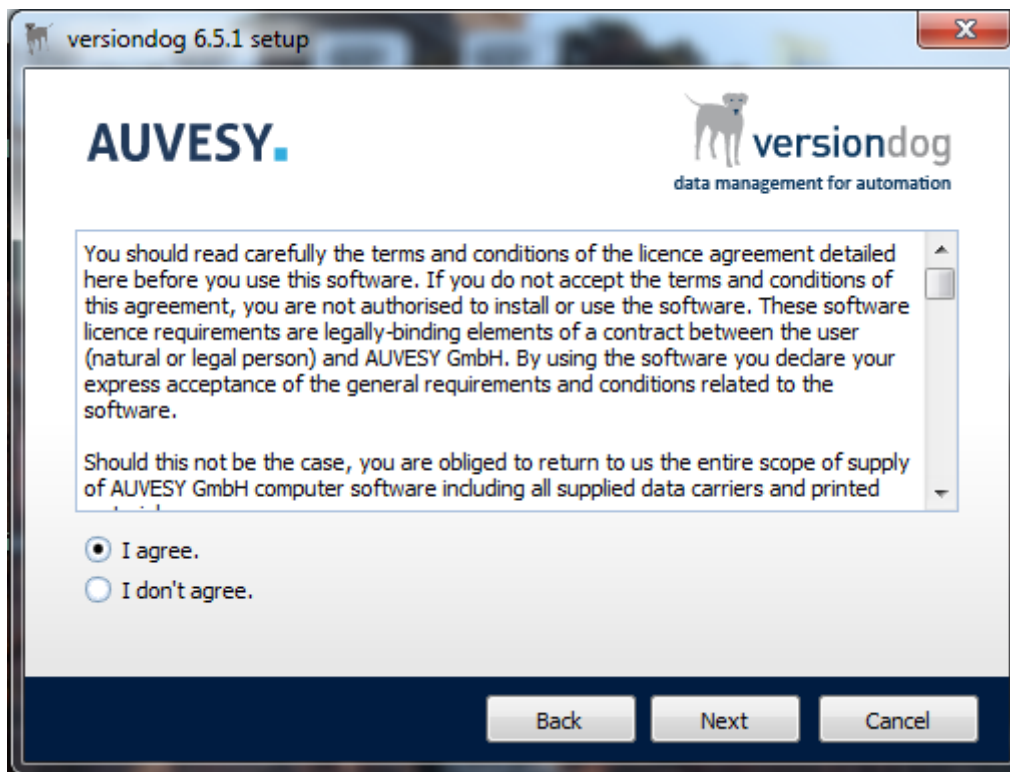


Licenční ujednání pro software Versiondog od společnosti AUVESY GmbH



You should read carefully the terms and conditions of the licence agreement detailed here before you use this software. If you do not accept the terms and conditions of this agreement, you are not authorised to install or use the software. These software licence requirements are legally-binding elements of a contract between the user (natural or legal person) and AUVESY GmbH. By using the software you declare your express acceptance of the general requirements and conditions related to the software.

Should this not be the case, you are obliged to return to us the entire scope of supply of AUVESY GmbH computer software including all supplied data carriers and printed material.

1. LICENCING

With the acquisition of a licence for this product, versiondog, the non-transferable, non-exclusive right is granted to the user to run one copy of the software on exactly one piece of user hardware. All other rights associated with the software remain the property of AUVESY GmbH.

2. SOFTWARE OWNERSHIP

As licence holder you have the right to install and use versiondog and the supplied material. The original software, including all other copies, regardless of format (storage medium or printed material), remains the intellectual property of the licensor, AUVESY GmbH. The licence does not cover the purchase of the original versiondog, or any copy of it.

3. COPYRIGHT

versiondog and all associated materials are protected by copyright and are the property of AUVESY GmbH. AUVESY GmbH is entitled to the rights arising from the copyright. Unauthorized copying of the software is expressly prohibited. The documentation is for the sole use of the licence holder, and any reproduction or transfer thereof to third parties, without written authorization from AUVESY GmbH, is prohibited. Violation or noncompliance with copyright law is a punishable offence. Subject to these provisions, and provided that the software is not write-protected, the licence holder is authorized to create a single copy of versiondog for backup purposes as long as the copyright and all other property rights are transferred to the copy.

4. USE AND RESTRICTIONS

This licence allows the licence holder to run one copy of versiondog on a single computer. Provided that versiondog is always operated from one computer only, it may physically be transferred to another computer. You are not authorized to transfer and save versiondog from one computer to another computer over an internal network, except for installation purposes. The number of software users may not exceed the number of acquired licences. You are not authorized to give copies of versiondog or any of the materials supplied with the program to third parties. The licence holder undertakes not to modify, adapt, translate, redevelop, decompile and disassemble versiondog or to produce systems or packages fully or partly derived from the software. Furthermore, you are not authorized, without the express written authorisation of AUVESY GmbH, to modify, adapt or translate the written versiondog documentation, or to create systems or packages based on it.

5. NO VIRUS

The software licensed hereunder does not and will not contain any virus or other malicious code and will not introduce any virus or other malicious code into your computing environment.

6. PASSING ON TO THIRD PARTIES

The versiondog licence is valid for you alone, the licence holder, and may only be passed on to a third party with previous written authorisation from AUVESY GmbH. A licence agreement may only be passed on to third parties when all rights and documentation are passed on permanently and when no copies are retained. By passing on the licence the original licence holder forfeits all rights to the software including supplied materials. When a software upgrade is purchased, it is inseparable from the original software and if versiondog is passed on to a third party, the licence holder is obliged to pass on the upgrade as well. Provided the terms and conditions of the contract do not expressly allow it, the licence holder is not authorised at any time to pass on, to transfer ownership, to rent out, to lease out, to sell or to make available in any other manner versiondog to third parties.

7. TERM OF LICENCE

The licence is granted for an unlimited period. The licence becomes automatically void, without the need for termination by AUVESY GmbH, if you violate any part of this contract. Should the contract be terminated, you are obliged to destroy or return

versiondog and all available copies and materials supplied with the software to AUVESY GmbH.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

AUVESY GmbH will indemnify, defend, and hold you harmless from and against any third-party claims, suits or actions (including reasonable attorneys' fees and damages awarded by a court of competent jurisdiction or agreed to by AUVESY GmbH in settlement) alleging (i) that the software licensed hereunder infringes or misappropriates any patent, copyright, trademark, trade secret, or other proprietary right of a third party, or (ii) death or physical injury, or loss or damage to tangible personal or real property, caused by the negligent act or omission or willful misconduct of AUVESY GmbH or its employees or representatives.

9. MISCELLANEOUS

This licence agreement is subject to the copyright law of the Federal Republic of Germany. AUVESY GmbH reserves all rights not expressly granted in this licence agreement.