

License Agreement

Current date: May 8th, 2006 / Revision 5

Copyright by Devid Espenschied Software



§1 General

1. The following license agreement between Devid Espenschied Software (licenser) and the buyer of the usage right (licensee) describes the right for usage of all software products (usage license), which are distributed by the licenser.

2. The subject of this license agreement is the software *PC Analyser OEM Windows*, which is left for use. The software consists of programs with machine-readable instructions, as well as of documentations and recordings. All copyright patent rights, in particular current and future program developments as well as documentations, remain with the licenser. The software is subject to the protection of the copyright law as well as the international copyright agreement.

3. The licensee receives the not exclusive right to the use of the software according to the following conditions.

§2 Usage

1. The licensee must make sure that the use license is kept according to this license agreement.

2. The licensee may install the software, as it is intended for the use or as it corresponds to the simultaneous use with appropriate number of licenses.

3. The use of the software takes place when the program or single parts of the program were started and these are in the random access memory of the computer.

4. The use of the software is permitted on more than one computer, if it is guaranteed that it isn't used at the same time on several computers.

5. It is permitted the licensee to provide backup copies of this software under adherence to the copyright law.

6. The licensee may not use the software differently, than in the way described here. He is not entitled to change the software, develop it back, decompile or disassemble it, or to convert it in another way, if this transformation isn't provided by express legal regulations indispensably. The licensee may not rent out the acquired software, lease it or create sublicenses of this.

7. The demo version is freely copyable, if this is transferred in unchanged form. For this version no temporal expiration date applies, but a limited program functionality. For the spreading by technical magazines on provided CD's a written permission of the licenser is necessary. The registered full version and in particular the keyfile may be not transferred or provided to third parties.

§3 Apply the license

1. The licensee doesn't may to transfer the rights and duties connected with the use license to third parties as a whole. Every license is by name issued on the licensee.

§4 Warranty Disclaimer

1. The guarantee time period is 24 months as of first acquisition.

2. The licenser ensures that data media and documentation are free from material and processing errors within the period of warranty and the software corresponds to the specifications, if it is used under the indicated conditions.

3. Faulty data media and documentations are exchanged, as far as these are reported and justifiable within one month starting from product delivery. The aforementioned guarantee is therefore locking. It is limited to the exchange of incorrect and faulty data media as well as documentations.

4. The consideration of further damages is excluded. This applies particularly to escaped profit, assets loss, data loss, damages to hard- and software, periphery damages or for a missing usability of the software as well as for indirect and lack damages or claims of third parties. The restriction keeps its effectiveness also in the case of the special knowledge of the possibility of a damage entrance.

5. Because the software operates very hardware near, unexpected symptoms don't have to be excluded. Precautions like a data backup or exact observation of the computer during the program execution time should therefore always be executed. A fault-free or interruption free operation of the software cannot be guaranteed because of the many different hard and software constellations.

§5 Others

1. The licensee is authorized to terminate the use license any time. He can keep the original software, but makes all efforts reasonable for him, to prevent the not licensed distribution of the software.

2. The licenser can discontinue the use license, if the licensee offends against these license agreements. In this case the licensee must return the complete software with documentation, data media and other means covered in addition. All rights regarding the software expire. All copies and recordings have to be destroyed completely. The licensee makes all efforts reasonable for him, to prevent the not licensed distribution of the software.

3. If parts of this license agreement or other agreements should be or get ineffective, this does not affect the effectiveness of all other regulations and declarations.