

Software License Agreement (EULA) of FotoFinder Systems GmbH

Important note:

By installing, copying or otherwise using the Software Product, you agree to the following terms and conditions. If you do not agree to the Terms, do not install and/or use this Software Product.

Preamble

This Software License Agreement (hereinafter referred to as the EULA) is an agreement between the Licensee (as a registered user in its own name or as a registered representative on behalf of a company) and FotoFinder Systems GmbH, Industriestr. 12, 84364 Bad Birnbach, Germany (hereinafter referred to as the Licensor). In addition to the General Terms and Conditions (GTC) and other supplementary provisions, the EULA are part of the CONTRACT between the PARTIES. The following provisions govern the provision of software, regardless of whether it is provided on a data carrier or already pre-installed on an IT system. They also apply in the case of a temporary or unlimited transfer of use.

1. Definitions

SOFTWARE:	The term SOFTWARE includes the application programs, the related media, printing materials and printed or electronic application documentation. From the term SOFTWARE are also the ones belonging to a source version UPDATES unless the following provisions expressly indicate otherwise.
DATABASE ENGINE	The term refers to the basic module of every FotoFinder SOFTWARE Installation; it provides the database for storing the data, controls the peripheral devices for image acquisition and manages the license licenses (license servers). The DATABASE ENGINE is mandatory for every software installation.
MOLE	The abbreviation stands for "Module Licence". The MOL provides the application programs for use with DATABASE ENGINE Unlocked.
TMOL	Module License, which is limited in time.
CAL	The abbreviation stands for "Client Access Licence". The CAL provides the authorization to use the SOFTWARE in NETWORK (multi-user installation).
VO-CAL	The abbreviation stands for "View Only-Client Access License" - The VO-CAL provides the authorization for the simultaneous, but functionally restricted use of the SOFTWARE in NETWORK Granted. VO-CAL licenses only give read access to the database.
TML	The abbreviation stands for "Time Module Licence" and grants the licensee a time-limited right of use to the SOFTWARE.
IT SYSTEM	The term EDP system refers to a single computer or computer workstation
NETWORK	Under NETWORK is understood to mean the interconnection of several computer systems within the licensee's company.
UPDATE	Software update with the same or improved functionality, but with the intention of correcting malfunctions and security vulnerabilities.
DISTRIBUTOR	„DISTRIBUTOR" means any natural or legal person authorised by the Licensor to SOFTWARE in its own name and on its own account to third parties, without acting as a reseller or end user. The distributor is entitled to use the SOFTWARE within the contracted region to resellers or end customers, but not intended for your own use.
CONTRACT	CONTRACT means the entire legal relationship between the PARTIES with respect to the use of the SOFTWARE, which consists of the End User License Agreement (EULA), the Licensor's General Terms and Conditions (GTC) in force from time to time, and any other supplementary provisions, addendums, or additional agreements agreed in writing.
PARTIES	Licensors and Licensees

In addition, the definitions according to Section 1 of the GTC apply.

2. Subject matter of the contract

- (1) In accordance with the following provisions, the Licensor shall provide the Licensee with the SOFTWARE designated in the CONTRACT either for permanent use on a data carrier or by making the SOFTWARE available pre-installed on an IT system or for use for a limited period of time or without restriction. The user documentation is provided as an electronic version, the handover of a print edition of the user documentation (user manual) is not owed.

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- (2) The creation of SOFTWARE is not owed and is subject to separate agreements. When purchasing SOFTWARE, the maintenance of the SOFTWARE is also not owed.
- (3) The Licensee shall ensure that its representatives and vicarious agents comply with the following provisions.

3. Activation of the software

- (1) Except in the case of transfer of use, the SOFTWARE must be activated by the Licensee within 30 days of the installation of the SOFTWARE by entering the activation number provided by the Licensor. Otherwise, the functionality of the SOFTWARE is automatically locked after the first 30 days.
- (2) If the Licensee has purchased a TML, the licensing must be repeated after the expiry of the respective TML by entering a new TML (= license number) for the new period of use. Otherwise, the functionality of the software will be permanently blocked.
- (3) CAL and VO-CAL require an active MOL.
- (4) If the Licensee installs the SOFTWARE on another computer system or changes the technical configuration of the computer system on which the SOFTWARE is already installed, it may be necessary to reactivate the SOFTWARE.

4. Scope of the right of use

- (1) The Licensor grants the Licensee the simple, non-exclusive right, limited to the territory of the Licensee's registered office, to use the SOFTWARE permanently or, in the case of the transfer of use, during the term of the contract. The spatial and temporal restrictions pursuant to sentence 1 shall not apply if the licensee is a distributor of FotoFinder PRODUCTS as agreed.
- (2) If the Licensee has purchased a MOL or TMOL, the Licensee is not entitled to use the SOFTWARE on more than one computer system at the same time. However, the Licensee is entitled to use the SOFTWARE in the floating principle, i.e. the Licensee can use the SOFTWARE on several IT systems located in a NETWORK - but not at the same time - (so-called concurrent user); the MOL or TMOL and the Database Engine must be installed on the network server for this purpose.
- (3) The use of the SOFTWARE on more than one computer system at the same time is only permitted if the licensee acquires or has acquired the corresponding number of CAL or VO-CAL usage licenses and the SOFTWARE (MOL and Database Engine) is operated in a NETWORK. The use of a MOL on several computer systems that is not connected in a NETWORK requires the purchase and installation of the DATABASE ENGINE for each individual computer system.
- (4) If Licensee has only purchased updates or upgrades to an existing initial version, Licensee is only entitled to use such UPDATES or upgrades for the original software if it is the holder of a license valid for the original software.
- (5) The right to use the SOFTWARE includes the right to make a backup copy, if necessary.
- (6) The licensee is entitled to sell the original software to third parties. This does not apply in the case of a transfer of use, unless the licensee is a distributor of FotoFinder PRODUCTS as agreed. The permissible resale to third parties requires that the Licensee designates the third party to the Licensor prior to the sale, who acquires the Software and the rights to use it. The resale is only permissible if the original data carriers or the hardware on which the SOFTWARE was installed, including all copies of the SOFTWARE, the manuals and any written and electronic accompanying material, the license letters or license securitizations on data carriers as well as the UPDATES upgrades and the securitizations of the existing licenses for these products. The resale can only be accompanied by a complete transfer of the rights of use. A partial transfer of rights of use is not permitted.
- (7) The Licensee is in no way entitled to rent, lease or lend the Software to third parties. Furthermore, he is not entitled to edit the SOFTWARE or make any other changes to the SOFTWARE. Third parties shall not include the Licensee's representatives and vicarious agents.
- (8) The Licensee is entitled to reproduce or reverse translate the Code (reverse engineering / disassembling) or the Code form without the consent of the Licensor only if the reproduction or translation is indispensable in order to provide the necessary information to establish the interoperability of an independently created computer program with the consent of the Licensor, without impairing the normal exploitation or unreasonably harming the legitimate interests of the Licensor. other programs. However, this only applies if the following conditions are met:
 - the actions are performed by the Licensee or any other person authorized to use a copy of the Program or on their behalf by a person authorized to do so,
 - the information necessary to establish interoperability is not readily available to the persons referred to in the preceding paragraph,
 - the actions are limited to parts of the original SOFTWARE that are necessary to achieve interoperability,

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- the information obtained in the context of a permissible decompilation may not be used for any purpose other than to establish the interoperability of the independently created program,
- they may not be disclosed to third parties, unless this is necessary for the interoperability of the independently created program,
- This information may also not be used for the development or production of a program with substantially similar form of expression or any other copyright-infringing activity.

5. Infringement of rights of use

- (1) In the event of a breach of the provisions under point 4 by the Licensee, its representative or vicarious agent, the Licensee shall pay the Licensor an appropriate contractual penalty per infringing act - without prejudice to any claims for damages. The total contract value as well as the type, weight and duration of the breach of contract are therefore decisive for the respective contractual penalty.
- (2) In the event of a violation of its rights of use, the Licensor shall be entitled to withdraw from the contract or terminate it, without prejudice to any claims for damages. In this case, the Licensee shall return all SOFTWARE, including all accompanying materials, to the Licensor. If backup copies have been made, they must be destroyed. Software installed on hardware must be deleted. The destruction and deletion must be confirmed to the Licensor in writing upon first request.

6. Export

The Licensee is informed that the export of the products, information, SOFTWARE and documentation supplied (according to the respective relevant export regulations of the Federal Republic of Germany, the European Union and/or the United States of America) may be subject to licensing or exclusion, e.g. due to their nature or purpose or final destination, and violations may be punishable under criminal law. The licensee is therefore responsible for strictly observing all relevant export regulations applicable nationally or internationally and to obtain any necessary permits.

7. Final Provisions

- (1) Changes and additions to this agreement must be made in writing. This also applies to the repeal, amendment or waiver of this written form requirement.
- (2) In addition, the General Terms and Conditions of FOTOFINDER apply in their current version.