

License Terms

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1 Applicability/Contract Language

- (1) The following License Terms apply to all contracts concluded between Thomas Krieger, Software Development, Darmstädter Landstraße 93, 64331 Weiterstadt (hereinafter "we", "us") and our customers who download software or get or buy a license key via our web site.
- (2) The contract language is English.

2 Applicable Law/Consumer Protection Regulations

The contracts concluded between us and our customers on the basis of these License Terms shall be governed by German law, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection regulations under the law of the state in which a customer who is a consumer has his habitual abode remain unaffected. A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

3 Contract Conclusion

- (1) The presentation of the products on our web site does constitute a legally binding offer, i.e. in case of clicking the buttons "Download software", "Extend license" or the pay button on the PayPal web site, the customer submits a binding declaration and a contract comes into existence between the customer and us according to these License Terms and our Privacy Policy.

- (2) Immediately after submitting his/her declaration, the customer will receive an order confirmation which includes the content of the contract, these License Terms, the text of the consent to our Privacy Policy and information on the customer's right to withdraw from the contract. The customer will receive the order confirmation by means of an e-mail. He/she should regularly check the spam folder of his/her mailbox.
- (3) **Only for Extended Trial Licenses and Full Licenses:** On our web site, the customer can get an Extended Trial License, free of charge, or a Full License with obligation to pay. He/she may choose one of the Licenses via a click on the respective button. After clicking on the respective button the customer will be forwarded to a page that summarises the most important product details including the costs that will be incurred as the case may be. Until this stage, the customer can correct his/her input or decide not to enter the contract. Only by subsequently clicking the button "Extend license" or the pay button on the PayPal web site, the customer places a binding order in the meaning of subsection (2).

4 Customer Information: Information on Adjustments

To place an order, the customer starts by clicking the respective button. In case of licenses, the customer can review his/her input on the overview page that will open up. To correct input errors (e.g. with respect to the payment method, data or duration period), he/she can use the back button of his/her browser. To cancel the order process, the customer can simply close his/her browser window. By clicking the button "Download software", "Extend license" or the pay button on the PayPal web site, customer's declaration becomes binding in the meaning of section 3 (1) of these License Terms.

5 Customer Information: Storage of the Contract Text

We will send the contractual provisions with information on the content of the contract including these Licenses Terms, the text of the content to the Privacy Policy and the information on the right of withdrawal by e-mail to the customer after he/she has submitted his/her declaration. We do not store the contractual provisions for the customer.

6 Payment

The payment shall take place via the payment method selected in the order process.

7 Delivery of the license key; no further services

- (1) If the customer gets or buys a license, we will deliver the license key by means of a separate e-mail immediately after sending the order confirmation (section 3 (2)). To input the license key, the customer has to follow our instructions in the e-mail. He/she should regularly check the spam folder of his/her mailbox.
- (2) Installation or consulting services are not subject matter of this contract. The customer installs and configures the software itself.

8 Single User License; Rights of use of the software

- (1) Every license (Extended Trial License or Full License) is a Single User License which means that the software can be used under this license only on one device. To transfer a Single User License to another device it is necessary to deactivate the license on the first device beforehand.

- (2) We grant the customer the simple, non-transferable right to use the provided software in the object code as well as the other components of the software for the stipulated contractual purpose of use in accordance with the following provisions of this section 8 as well as the following section 9 and 10 temporarily for the duration of respective license period (see section 10).
- (3) The customer must not modify the software. Section 69d UrhG [German Copyright Act] remains unaffected.
- (4) Markings of the software, particularly copyright notices, brands, serial numbers or the like must not be removed, changed or concealed.
- (5) If under any circumstances, the customer or any third person discovers or creates a way to use the software, with or without a license key, beyond the scope of the license granted to him, this by no means indicates that this use of the software is allowed.

9 Provision of the software to third parties

- (1) Without our consent, the customer is not authorised to provide the software to third parties, and is particularly not authorised to sell it or provide it for rent.
- (2) The dependent use by the customer's employee and/or by other third parties subject to the customer's authority to give instructions is permitted within the framework of the intended use.

10 Term, termination, consequences of termination

- (1) **License Period:** The customer's right to use the software ends automatically
 - in case of free download without getting or buying a license upon the expiry of the Trial period as stated on our web site;
 - in case of an Extended Trial License upon the expiry of the Extended Trial period as stated on our web site;
 - in case of a Full License upon the expiry of the period paid by the customer.
- (2) The right of each party to terminate without notice for good cause remains unaffected.
- (3) Upon the expiry of the respective License Period, the customer must not use the software any longer.

11 Customer Service

If the customer has any questions, complaints or objections, he/she can contact our customer service at the telephone number +49 0176 81331231 or at support@vmlens.com

12 Warranty

- (1) **Our warranty in case of free of charge use of the software (Trial period or Extended Trial Period):** We do not give warranty for the software if the customer does not buy a Full License.
- (2) **Our warranty towards consumers in case of a Full License:** The warranty is governed by the statutory provisions. In the case of all defects that occur during the statutory warranty period of two years from the delivery of the license key, the customer which is a consumer has a statutory right to supplementary performance and – if the statutory preconditions are on hand – the statutory rights to reduction or rescission as well as damages. Any claims due to defects maliciously concealed by us will expire after the normal limitation period.
- (3) **Our warranty towards entrepreneurs in case of a Full License:** If the customer is an entrepreneur, his warranty claims will expire one year after the risk transfer. This does not apply

to claims for damages and claims due to defects maliciously concealed by us. The aforementioned limitation shall not affect his right of recourse pursuant to Section 478 of the German Civil Code (BGB). These excepted claims shall be subject to the statutory limitation periods. Section 377 of the German Commercial Code (HGB) remains unaffected.

- (4) Moreover, Consumers and entrepreneurs shall also have rights for defects within the scope of guaranteed properties and/or durability, provided that we expressly guaranteed such in the individual case with respect to the item sold.

13 Limitation of Our Liability

We shall be liable exclusively according to the following regulations, no matter what the legal basis may be.

- (1) We shall only be liable for intent and gross negligence. In the event of slight negligence, we shall be liable only in the case of a breach of a material contractual obligation whose fulfilment is essential to the due performance of the Agreement and on whose fulfilment the customer may always rely (cardinal obligation). In this context, we shall be liable only for foreseeable damage whose occurrence must typically be expected. This also applies to lost profit and unrealized savings. No liability will be accepted for other remote consequential damage.
- (2) The limitation of our liability shall not apply in the event of injury to life, body and/or health and in the event of liability under the German Product Liability Act (ProdHaftG).
- (3) We shall not be liable for any events of force majeure that make the contractual performance impossible, even if such events merely impair the due performance of the contract to a significant extent or hinder it temporarily. Force majeure comprises all circumstances that are independent from the will and influence of the contracting parties, such as terror attacks, embargo, confiscation, natural disasters, strike, official orders, or other serious and unforeseeable circumstances for which the contracting parties are not responsible. In this context, a circumstance will be regarded as force majeure only if it occurs after the conclusion of the contract.
- (4) Insofar as our liability is excluded or limited, this shall also apply to the liability of our employees, other staff members, representatives and agents.

14 Offsetting/Retention

- (1) The customer shall only have a right to offset if his counterclaims are effectively established in court or undisputed or acknowledged by us in writing. However, the customer shall also have a right to offset without the aforesaid restriction if he asserts defects or counterclaims from the same contract.
- (2) The customer may only exercise a right of retention if his claims are based on the same contractual relationship.

15 Severability, Jurisdiction, Online Dispute Resolution

- (1) Should individual provisions of these License Terms be fully or partially invalid or unenforceable or become invalid or unenforceable, this shall not affect the validity of the other provisions.
- (2) If the customer is a merchant, a legal entity under public law or a fund under public law, any and all disputes arising from or in connection with a contract with us shall be subject to the exclusive jurisdiction of the courts at our domicile (Weiterstadt, Germany). This shall apply even if the customer is domiciled outside the sovereign territory of the Federal Republic of Germany and if

the contract or claims from the contract are attributable to the customer's professional or commercial activity.

- (3) The European commission provides for consumers a web site for Online Dispute Resolution. You can find this web site here: www.ec.europa.eu/consumers/odr. Our e-mail address is: thomas.krieger@vmlens.com