

## **End User License Agreement: Software 'VersionBackup Server' and 'VersionBackup Client'**

Please read the following regulations carefully before you install the software.

This license agreement is valid for the usage of the SB-AW software product 'VersionBackup Server' and the combination of 'VersionBackup Server' and 'VersionBackup Client'. Furthermore, it is valid for the usage of 'VersionBackup Master' if it is run with a 'VersionBackup Server' license. In the following text, all different VersionBackup issues are shortly denoted as 'software'.

If you did not conclude a different license agreement with SB-AW, you declare your agreement with the regulations fixed in this document, when you install or use VersionBackup, perform the Product Activation or pass it to anyone else.

If you disagree to one of the regulations, which are fixed here,

- you may not install the software, nor use it nor pass it to any other person or institution and
- if you already paid the license fee, you can claim a refund of that fee, if you did not have started the operation with this license. Further claims are excluded.

In such a case, any operation of the software with your Register Number is prohibited. This is valid for any circumstance, any user and any computer, even for test purposes. Such an unauthorized operation with your Register Number will be a justification for legal actions by SB-AW.

### **License:**

One license for 'VersionBackup Server' may be used to run the 'VersionBackup Server'- or 'VersionBackup Master' software on one computer only. Therefore, it generally is prohibited to enter the same Register Number on different computers. Exception: If due to a special agreement between SB-AW and a customer, a volume license has been assigned, the customer may run a fixed number of computers with the same Register Number.

If you will use 'VersionBackup Client' on several computers in a network, you must purchase a 'VersionBackup Client' license for each computer, where 'VersionBackup Client' shall be started. It is not permitted running a bigger number of workstations with a smaller number of licenses, alternately changing the license assignment to those workstations, which shall be used for the next time.

'VersionBackup Client' may only be used in combination with 'VersionBackup Server'. You may use any number of Clients together with one Server, if you have a Client License for each of them. But this is only valid as long as there will not appear any technical problems due to the big number of Clients.

If you use 'VersionBackup Master' instead of 'VersionBackup Server', you renounce the additional features of 'VersionBackup Server'. This will not induce any claim for a refund of parts of the license fee.

You may use VersionBackup free and without a Product Activation for a limited period for test purposes. This test period ends 30 days after the first operation of 'VersionBackup Server'.

After this, a Product Activation is mandatory. During the Product Activation, the Register Number has to be entered into the system. The Product Activation has to be done on the computer, where 'VersionBackup Server' or 'VersionBackup Master' will be used. Running this software on a different computer with the same server license is not allowed.

You undertake to keep your Register Number confidential, so no one but you will be able to activate 'VersionBackup Server' with your Register Number. If it becomes known, that a 'VersionBackup Server' copy runs elsewhere with your Register Number, SB-AW is entitled to claim damages.

Furthermore, you may not modify this software or distribute only parts of it, nor may you permit anyone else to do this.

SB-AW and its licensors shall own and retain all right, title, and interest in and to the software and all copies or portions of it. All rights in the Software not specifically granted in this agreement are reserved by SB-AW and its licensors.

It is not permitted to you to lease out or hire this software. It is not permitted to you to change, translate, decompile the software or perform reverse engineering. Nor it is permitted to dismantle the software or use it as a base for own products.

### **Technical Support:**

SB-AW assures free support when you have technical questions or problems. This free support is limited to two years after the date of the license purchase. To make use of this support, you will send your question by e-mail to the appropriate address. The answer will be given by e-mail according to the current state of knowledge. Your support claim ends, if there is no solution available with the current knowledge.

Any support claim will end when the effort for the already given support is higher than the total license fee, which you paid for the corresponding software issue. This is valid even if any harm occurred to you due to a fault caused by SB-AW (see chapter "Liability").

Further restrictions for the support: Your question must relate to the operation mode and functionality of the software, as it has been designed by SB-AW. Your question must relate to computers, which are run with one of your licenses. For the support answer, only the information about the newest version of the software, released by SB-AW, will be considered.

The question and the answer will be written in English or German language.

Further support claims do not exist if they have not been arranged in a separate support contract.

**Warranty:**

As far as you received the software in a way enabling test operation before the license purchase, you are obliged to perform this test with the necessary amount and care, so you can decide, whether this software meets your requirements. In this case, purchasing your license, you declare, that the currently available software is working to your complete satisfaction.

It is not allowed buying a license in spite of your knowledge that the software does not run to your satisfaction on your system. According to items of non satisfactory operation, which are known to you before the license purchase, there will be no claim of improvement or technical assistance.

Even if, due to changes in your system, the software will no more work to your satisfaction, SB-AW will not be obliged to make any improvements therefore.

Any warranty is limited to shortcomings, which significantly affect the use, operating this software. Furthermore, it is a condition, that the shortcoming can be reproduced by an instruction, which is provided by you.

The warranty is limited to shortcomings, which are announced not longer than twelve months after the license purchase. Generally, shortcomings have to be announced to SB-AW within one week after appearance.

If a warranty act is justified, SB-AW decides, whether the software will be mended or the license fee will be refunded. If the mending fails or is impossible, you can claim a license fee refund. Further claims are excluded.

SB-AW may perform continued development of the software to its own discretion and in the extent of its own decision. SB-AW is not obliged to continue the development even if program errors or functional weak points have become obvious.

On the other hand, you can not claim that functions from the software issue, which you have tested before the license purchase, will be present even in the successor issue.

Even if the new software issue released by SB-AW is completely unsuitable for your purposes, you can not claim a suitable successor issue. You declare your agreement that you will renounce the usage of the successor issue in this situation and continue using the former software issue. This is valid even if SB-AW will allow using the successor issue with your license and recommend the usage of the successor software issue expressly.

**Liability:**

SB-AW guarantees that the software has been developed according to the current state of the technology.

During the total usage time, you are obliged to check the results of the operation of the software regularly according to their correctness and completeness. It is your duty to verify the content and presence of all data on the storage media, of which the loss might result in any damage. The results of the operation of the software are not under the liability of SB-AW or any trador.

SB-AW or any merchant selling the software will never be liable for any harm or consecutive harm due to the use of the software and for loss of profit, unless the harm is the result of intent or gross negligence by the staff of SB-AW.

You know and accept that all documentation and other guidance information about the software may have errors. Their authors can not be made liable for their contents. This concerns the help texts, which are part of the program, it concerns the user manual, furthermore all texts from SB-AW available in the internet and any individual response to your requests. If you do any modification of the data stock or of the computer configuration (the registry e.g.), you do this on your own risk. This is valid even if you proceed exactly in the way like it is advised by SB-AW or any other instance providing technical support for the software.

The software itself does not perform virus search activities. During the production of the software and its installation media, external software is used, which meets this duty, due to the statements of its producers.

SB-AW explicitly prohibits the usage of the software in applications or situations, where malfunction of the software can result in any physical harm or injury. In such cases, the use of the software generally is at the concerned person's own risk.

You agree that SB-AW and any merchant selling and providing the software shall have no liability whatsoever for any use you make of the software. You shall indemnify and hold harmless all those organizations from any third party claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from your use of the software as well as from your failure to comply with any term of this agreement.

**Jurisdiction:**

Any lawsuit from the usage of the software and this license agreement shall be done in the competence of the Landgericht Muenchen I, Germany.

To the current agreement, only German Law is applicable.

**Severability Clause:**

If one or more than one of these determinations should be inoperative or incomplete due to the applicable law, the other regulations will remain active in spite of this. In such a case, the inoperative or incomplete terms will be replaced by the regulation of the applicable law, which matches best most to the ineffective term.

Copyright 2009

SB-AW (Schroeder-Bergen Anwendungen)  
Dr. Eckart Schroeder-Bergen e.K.  
Rotkehlchenweg 11  
82223 Eichenau  
Germany

All rights reserved.