

# ePages End User License Agreement

## § 1 Rights and Limitations

- (1) ePages hereby grants to the User a single, non-exclusive licence to use the software. This licence includes the right to install and use the software in accordance with the scope defined in the purchase or rental agreement, as well as in accordance with the technical documentation for the specific licence, purchased or rented. The user of the software is strictly obliged to observe and respect all contractual and technical limitations related to the use of the software.
- (2) The User is entitled to transfer the software to a third party. The User shall ensure that the third party is familiar with the terms of the ePages EULA and receives the associated technical documentation. In the event of transfer of the software, the original User shall destroy or transfer to the new User all backup copies of the software still in his/her possession. The original User shall observe all valid national and international export regulations when transferring the software to a third party.
- (3) The transfer of the right of use as part of a continuous obligation (e.g. rental, leasing) for acquisition purposes and serving the economic interest of the User shall not be permitted, unless the User is an application service provider (ASP). In this case, the contractual partner of the ASP shall declare his consent to the ePages EULA. The ASP shall ensure that his contractual partner is aware of the ePages EULA and declares his consent thereto.

## § 2 Copyright/Property Rights of Third Parties

- (1) The User hereby recognizes ePages title and copyrights in and to the software and therefore its rights as sole licensor. ePages rights as the sole licensor shall also apply to any software extensions supplied by ePages to the User, unless otherwise agreed in writing.
- (2) The User hereby recognizes ePages' brand, trademark, name and patent rights with respect to the software and associated documentation. The User may not remove, modify or otherwise obscure any notice of copyright and/or other property rights included in the software itself or in the associated documentation.
- (3) If ePages supplies licensed software from third parties, the User shall acknowledge the copyrights and industrial property rights of the said party.

- (4) If ePages supplies licences Sybase software ("embedded license"), it may only be used in conjunction with ePages software.

### **§ 3 User's Rights of Reproduction**

- (1) The User shall have the right to reproduce the supplied software if such reproduction is necessary for using the software from the original data carrier to the mass memory of the hardware used and loading of the software into the working memory.
- (2) In addition, the User shall have the right to reproduce the software for backup purposes. However, generally only one backup copy may be created and stored. This backup copy shall be clearly marked as a backup copy of the software provided by ePages.
- (3) If, for reasons of data security or to ensure rapid reactivation of the computer system after a system failure, regular backup of the entire data resources, including the computer programs used, is indispensable, the User shall have the right to create the minimum number of backup copies required. The data carriers in question shall be indicated accordingly. The backup copies may only be used for purely archiving purposes.
- (4) Further reproductions, which also include output of the program code to a printer and photocopying of the manual, may not be made by the User. Any additional manuals that are required for employees shall be obtained from ePages.

### **§ 4 Decompiling and Program Modification**

- (1) It is prohibited for the User to re-translate the program code(s) into other forms of code (decompiling) or to perform other methods of reverse engineering activities at the various production levels of the software, including any program modifications.
- (2) Copyright notices, serial numbers and other features used for program identification may not be removed or changed.
- (3) Removal of any copy protection or similar protective routines shall not be permitted without the knowledge and consent of ePages.

### **§ 5 Vendor's Warranty**

- (1) User warranty claims assume that the User has abided by his/her statutory obligations to control, check and report problems with the software, based on §377 HGB.
- (2) If the software is defective, the User has the right to have the error corrected or to receive a new copy of the software, i.e. one which is free from the error. In the event that the User chooses to have the error corrected, all expenses related to correcting the error shall be paid by ePages, in particular the transportation,

carriage, time and materials required. This applies as long as the logistics expenses are not artificially high because the product in question has been moved to a location different from the one at which the product was originally sold.

- (3) If the correction or the new delivery do not solve the problem, the User has a right to demand either a refund or to terminate the corresponding contract.
- (4) In the event that the User makes a warranty claim, ePages liability shall be limited to the statutory maximum liability for damage caused by intent or gross negligence from its agents or representatives. If there is no intentional breach of contract, the maximum liability shall be generally limited to the usual and customary damage amounts.
- (5) In the event that ePages is responsible for a material breach in contract, its maximum liability shall be the statutory limits. This is generally limited to the usual and customary damage amounts.
- (6) Unless otherwise agreed to in writing, all other liability is expressly and specifically excluded.
- (7) A latent, potential liability remains, however, for bodily injury, death or other health-related torts; this applies, in particular, to the mandatory statutory liability (Produkthaftungsgesetz).
- (8) ePages product liability is limited to 12 months, beginning with delivery/handover of the product.
- (9) The statutory time limit applies in the case of replacement deliveries. It is governed by §§478 and 479 BGB.

## **§ 6 Liability**

- (1) ePages specifically excludes any additional form of liability, beyond that specified in §5, independent of the legal nature of the issue. This particularly applies to liability for claims which existed at the time of the consummation of the contract, for other alleged contractual breaches or civil claims for property damage, in the sense of § 823 BGB.
- (2) Insofar as the liability for ePages is deemed to be excluded or limited, the same applies to our employees, co-workers, labourers, subcontractors and agents.

## **§7 Contractual Penalties/Indemnification**

If a user of ePages' software infringes upon any of the conditions mentioned above, an indemnification shall become due in the amount of twice the list price of the corresponding licence. This indemnification shall not affect any other claims, penalties or other indemnification ePages may be entitled to.

## **§ 8 Final Provisions**

- (1) German law shall apply to all claims arising from this ePages EULA. U.N. law on sales shall not apply.
- (2) The place of jurisdiction shall be Hamburg, Germany.
- (3) All agreements representing a modification, supplement or concretization of this ePages EULA, and any special promises or agreements, shall not be valid unless put in writing and signed by both parties.
- (4) If a single provision in the present ePages EULA is invalid, the validity of the remaining provisions shall not be affected thereby. If the present ePages EULA has omitted a particular clause or concept, the parties agree to come to an arrangement which best approximates what the parties would have intended, had they considered the issue.
- (5) If the User also applies his/her Standard Terms and Conditions and the contents of such are consistent with the ePages EULA, his/her Standard Terms and Conditions shall be deemed to have also been accepted. Inconsistent or contradictory individual clauses shall be dealt with through the provisions of standard contract law. The same shall apply if the User's Standard Terms and Conditions contain provisions which are not contained in the present ePages EULA. If the present ePages EULA contains provisions not contained in the User's Standard Terms and Conditions, the present provisions of the ePages EULA shall apply.
- (6) The User agrees not to knowingly supply the software directly or indirectly to countries that fall under United States export restrictions. In particular, the User agrees not to export the software to countries that fall under U.S. export restrictions or that are listed on the embargo list of the U.S. government (in its current form) for goods and services. At the time of print, this list includes Cuba, Syria, Iran, Iraq, North Korea and the Sudan.

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