

## **§ 1 Name of Provider**

**Lemke Software GmbH**

## **§ 2 Conclusion of Contract and Applicable Law**

(1) The information provided on the Internet at the addresses [www.lemkesoft.com](http://www.lemkesoft.com), [www.lemkesoft.de](http://www.lemkesoft.de) and [www.lemkesoft.biz](http://www.lemkesoft.biz) is subject to change without notice.

(2) The contract parties agree to use German law for all legal disputes that may originate directly or indirectly from this contractual relationship. The standard UN trade law (CISG) is excluded.

(3) The customer can download a version of the program from the Internet free of charge for test purposes. Once the customer has decided to buy the software, he should transfer the purchase price to the provider. In return, he will receive a release code that removes the software limitations placed until then. The customer will also receive usage rights for an unlimited period of time.

(4) The regulations from section II only apply from the moment when the customer purchases the software. The regulations from section I apply to the free test phase. The regulations from §§ 1, 2, 12 and 13 apply in all cases.

## **Section I : Free Test Phase**

### **§ 3 Usage Rights**

The customer receives usage rights for a period of 6 months. The rights are not limited to any specific location and allow the customer to use the program on one workstation. ASP and use of the software in networks is not permitted. The customer has no right to modify or decompile the software. The software may not be passed onto third parties for a fee. The software may not be rented out or sold. The customer may make a back-up copy of the software.

### **§ 4 Guarantee**

The guarantee rules correspond with those for the free hand-over of an object for a period of time. The provider is only liable to pay compensation if he has fraudulently concealed faults.

### **§ 5 Liability**

The provider's liability is limited to intention and gross negligence. Claims become invalid after 6 months.

## **Section II.**

### **§ 6 Revocation Rights / Return Privilege**

(1) The two-week revocation and return deadline starts upon receipt of the software by the customer or, for a contract for repetitive services (update contract), upon receipt of the first delivery.

(2) You find the complete revocation rights at:  
<https://www.lemkesoft.info/pdf/widerrufsbelehrung.pdf>

## **§ 7 Conclusion of Contract**

(1) You will receive the software subject to the contract in complete form (object code) together with the documentation approved by the provider.

(2) The software has the functions specified in the documentation. The customer is aware of the functions from the free test phase when the customer was able to test the program for free as well as the functions that the program does not fulfill.

(3) The delivery is made by transferring a key for download.

(4) The customer receives free updates for the software for a period of at least 2 years. The software checks approx. weekly, if an active internet connection is available, whether an update is available. If necessary, the customer will be informed by the software and prompted to install the update. Alternatively, the customer can check for updates in the software at any time via the menu item: "Check for updates".

(5) A hard copy of the documentation is not supplied. The documentation basically consists of electronic aids.

(6) Installation of the software is not part of the contract.

## **§ 8 Usage Rights**

(1) Upon payment of the agreed single payment, the provider will grant you a non-exclusive right without limitation to a location to use the software for an unlimited period.

(2) A "copy" of the software authorizes you to use the software for an unlimited period.

(3) If you use the software on more than one machine, the usage right must be extended accordingly. The provider's special price list for extension of the usage rights applies should you need to extend usage rights without renewed delivery of the software. A later extension of the usage right without renewed delivery does not create a new guarantee.

(5) You are allowed to create a back-up copy of the software and carry out daily data back-ups. The creation of copies other than for contractual use including back-up copies and data back-ups is not allowed.

(6) Selling on the software is only permitted if the software package is sold as a whole, i.e. if you give up your own usage right for the paid copy by transferring the software to a third party in accordance with the agreements on usage between the provider and you. If you pass on the software to a third party, you are obliged to give them all material for the software and delete it from your data carriers.

## **§ 9 Payment**

(1) The prices listed apply including the statutory sales tax (for customers inside the EU).

(2) The prices for the updates can be increased once per year with 2 months prior notice. The notice will be made via the e-mail address provided by the customer. The customer has the right to cancel an update contract at one month's notice before the increase date.

(3) Until complete payment, the provider holds the usage right for the software. In particular, the provider is allowed to forbid further usage of the software if he withdraws from the contract, e.g. due to delayed payment by the customer, and demand hand over of all copies or, if hand over is not possible, request that they be deleted. If a third party gains access to the package before complete payment of the software involved in this contract, you are obliged to inform this person about the conditions laid down by the provider and inform the provider immediately in writing about the access to the data.

### **§ 10 Faults**

(1) You are obliged to report any faults to the provider immediately after discovery and, if possible, in writing. You should also, if possible, state the nature of the fault, its effect and the circumstances under which it occurs.

(2) If the customer complains about a fault, Lemke Software first has the right to carry out two correction attempts within an appropriate space of time.

(3) The customer has no claims for compensation or withdrawal in the case of minor faults. Minor faults occur when software functions are not affected or only affected slightly.

(4) Should a reported problem not be related to an error in the software, the provider may invoice the costs incurred for analyzing and correcting the problems in accordance with his service price list.

(5) The guarantee obligation is ruled out if changes are made to the software without express written permission or if the software is used in any other way than intended or in a different software environment, unless you prove that these facts are not related to the error that has occurred.

### **§ 11 Compensation**

(1) The liability of the provider for damages that were caused intentionally or through gross negligence by the provider or one of his vicarious agents or legal representatives is not limited.

(2) There is no limitation for damages that occur from injury to life, body or health even in the case of simple negligence to obligations on the part of the provider or his legal representatives or vicarious agents.

(3) Should essential contractual obligations not be observed, the provider is, if none of the cases named in 8 (2) - 8 (4) occur, liable for a sum limited to typical damages foreseeable in the contract.

(4) Any other liability for compensation is excluded, in particular, absolute liability.

(5) Liability in accordance with the product liability law is not affected.

(6) The customer is responsible for regular back-up of his data. If data loss is caused by the provider, the provider is only liable for the costs of copying the data for the back-up copies to be created by the customer and for restoring the data that also would have been lost had the back-up of the data been successful.

### **§ 12 Data Protection Clause**

The customer agrees to collection, storage and processing of his personal data. Data will be stored in any case while the customer is using the test phase. The customer has the right to demand deletion of the data once he has purchased the software and the purchase price has

been paid. The data will not be passed onto third parties, in particular for marketing purposes, unless it is related to the fulfillment of demands in this contract.

### **§ 13 Final Regulations**

(1) The customer can only set off demands of the provider with undisputed or legally backed claims.

(2) Changes and amendments to this contract require written form. This also applies for changes to these regulations.

(3) The provider has the right to sue the customer in his place of residence.