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Terms of Use for software products by

MES Medien Elektronik Software

(hereinafter the “licensor”)

These Terms of Use are also available at www.mesnet.de.

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- (3) The rights stipulated under §§ 69 d and § 69 e of the Copyright Act remain unaffected.
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 - a) You are entitled,
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 - to use the software, i.e. to install and run it in accordance with the provisions, without an activation code in an unrestricted manner and for the fixed period of time – which is indicated in the software – provided you comply with the Terms of Use;
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b) You are not entitled,

- to copy the software in order to use it yourself beyond the scope of use specified in the licence certificate, or to pass on copies of the software, unless expressly permitted in these Terms of Use;
- to rent, lend or lease the software to third parties, to grant sub-licences or to transfer the software in any other way unless expressly permitted to do so under point II 4 (a) in the Terms of Use;
- in the case of a named licence, to use the software at more than one work station at the same time;
- in the case of a multiple or network licence that permits access to more than one user at the same time, to use the software at more than one work station each time or beyond the scope of use agreed in the licence certificate;
- to decompile, reverse analyse, regress (“reverse engineer”), translate, fragment the software, or modify it completely or in part, unless the given restrictions are expressly permitted by applicable law;
- to remove or modify copyright and other trademark notices belonging to the software, e.g. removing stickers or markings from the software, the documentation and their packaging;
- to modify, expand or re-engineer the software unless expressly permitted to do so by law;
- to remove or circumvent the software’s existing protection mechanisms that protect it against unauthorised use unless this is essential for ensuring trouble-free use of the software;
- to use the software in a manner that deviates from the permissions specified in this agreement.

III. You are obliged

- (1) to provide a functional and sufficiently dimensioned and compatible hardware and software environment as recommended in the system requirements for this software. This is the sole responsibility of the licensee.
- (2) to have appropriate precautionary measures in place in the event the software fails to function properly, either wholly or in part. Such precautionary measures include, in particular, appropriate and regular daily data back-ups as well as regularly checking the data processing output.

IV. Warranty rights

- (1) The licensor provides no manufacturers' guarantees for the software unless part of the software is expressly specified, in writing, as "guaranteed".
- (2) Any defects in the software will be remedied in accordance with the applicable, additional General Terms and Conditions of the respective trader, or in accordance with the support agreement. Details are stipulated in the General Terms and Conditions or supplementary agreements.

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- (2) In such an event, you are not entitled to continue using the software. You are no longer permitted to continue using the activation code, or to pass it on, and you are obliged to destroy all copies of the software.
- (3) In the event of use beyond the agreed scope, the licensee is obliged to inform the licensor immediately and to agree additional licenses (and appropriate compensation) with the contractual partner based on the latter's valid price lists.
- (4) In such an event, possible copyright claims remain expressly unaffected. The licensor explicitly reserves the right to take legal action, particularly the right to claim damages.
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- (7) If individual provisions of these Terms of Use become ineffective, the effectiveness of the remaining provisions remains unaffected by this. The parties will then make efforts to find an acceptable replacement provision that comes close to the intended purpose of the ineffective provision. Statutory provisions apply in all other respects.
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