

ifu Hamburg GmbH's End User License Agreement for the software e!Sankey

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE.

Your use of the software handed over with this license is subject to all terms and conditions of the End User License Agreement. If you do not agree to all of the terms and conditions, **DO NOT USE THE SOFTWARE e!Sankey.**

The software e!Sankey is protected by German and European copyright law and international copyright treaty. ifu Hamburg grants you the right to use one copy of the software program e!Sankey on a single computer.

You may use an unregistered copy of the software e!Sankey for evaluation purposes for a period of thirty (30) days following the initial installation of the unregistered software. ("trial period"). At the end of the trial period you must either register the software e!Sankey or remove it from your system.

A registered copy of the software e!Sankey allows you to use it only on a single computer, and only by a single user at a time. If you wish to use the software for more than one user, you will need a separate license for each individual user. You are allowed to make one copy of the software for backup purposes.

ifu Hamburg doesn't make any statements about the software's suitability or about any content or information provided within or by the software, for any purpose. The software e!Sankey is provided 'as is' without expressed or implied warranties, including warranties of merchantability and fitness for a particular purpose or no infringement. ifu Hamburg does not warrant that the operation of the software e!Sankey will be free of errors or uninterrupted, or that defects and bugs in the software will be corrected.

Title, ownership rights, and intellectual property rights in and to the software shall remain with ifu Hamburg. You agree to abide by the copyright law and all other applicable laws of Germany including, but not limited to, export control laws.

You acknowledge that the software in source code form remains a confidential trade secret of ifu Hamburg and therefore you agree not to modify the software e!Sankey or attempt to decipher, decompile, disassemble or reverse engineer the Software, except to the extent applicable laws specifically prohibit such restriction.

Furthermore you may not rent, lease, sublicense, translate, disassemble, reverse engineer, or de-compile the software, or modify or merge the software with any part of the software in another program. This license may not be assigned or otherwise transferred without the prior written consent of ifu Hamburg.

You as the user must assume the entire risk of using the software e!Sankey. ifu Hamburg or its suppliers shall not be liable for

- (a) incidental, consequential, special or indirect damages of any sort, whether arising in tort, contract or otherwise, even if ifu Hamburg has been informed of the possibility of such damages, or
- (b) for any claim by any third party.

ANY LIABILITY OF ifu Hamburg WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF ORIGINAL PURCHASE PRICE. This limitation of liability shall not apply to liability for death or personal injury to the extent applicable law prohibits such limitation. Furthermore, some countries do not allow the exclusion or limitation of incidental or consequential damages; in this case this limitations and exclusions may not apply to you.

If any provision of this License shall be declared invalid or unenforceable, the remaining provisions of this License shall remain in full force and effect to the fullest extent permitted by law. In such event, each provision of this license which is invalid or unenforceable shall be replaced with a provision as similar in terms to such invalid or unenforceable provision as may be possible which is legal and enforceable.

This license is the entire agreement between ifu Hamburg and you as the user, and supersedes any other agreement, oral or written, and may not be changed except by a written signed agreement.

Copyright © 2006 by ifu Hamburg. All Rights Reserved.

ifu Hamburg GmbH
Grosse Bergstrasse 219
22767 Hamburg
Germany
<http://www.ifu.com>
<http://www.e-sankey.com>