

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and IGI for the IGI software that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software"). "IGI" means Ingenieur-Gesellschaft für Interfaces mbH, whose principal place of business is at Langenauer Str. 46, 57223 Kreuztal, Germany. An amendment or addendum to this EULA may accompany the software.

You agree to be bound by the terms of this EULA by installing, copying, or otherwise using the software. If you do not agree, do not install, copy, or use the software; you may return it to your place of purchase for a full refund, if applicable.

## **1. GRANT OF LICENSE**

IGI grants you the following rights provided that you comply with all terms and conditions of this EULA:

### **INSTALLATION AND USE**

You may copy, download and install the Software on as much computer's, such as a workstation, terminal or other device ("Workstation Computer") as you like.

There are technological measures (hereinafter termed "IGIplan Key") in this Software that are designed to prevent unlicensed use of the Software. IGI will use those measures to confirm you have a legally licensed copy of the Software. If you are not using a licensed copy of the Software, you are not allowed to install the Software or future Software updates.

## **2. LICENSE MODULE (IGIPLAN KEY)**

### **2.1 HARDWARE DONGLE**

IGIplan Key is a hardware device connected through the USB connection for license control (hardware dongle). The IGIplan Key permanently saves the license information and regulates access to the software. If a IGIplan Key is required for the use of the software, then the IGIplan Key must be connected physically to the computer through the USB interface.

### **2.2 CERTIFIED TIME**

The IGIplan Key has a real time clock built in. This clock relies on a Certified Time. For the actualisation of the Certified Time of the IGIplan Key the software must be connected to the server of Wibu Systems AG through the Internet for at least every 60 days.

## **3. DEFECT AND LOSS OF THE IGIPLAN KEY**

In the case of a defect or damage to the IGIplan Key, IGI or a third party engaged by IGI will check the IGIplan Key. In the case of a legitimate claim the IGIplan Key and the licenses included shall be replaced in return for a handling fee. The licenses will only be replaced provided that they are licenses issued by IGI. Further claims against IGI are excluded.

IGI assumes no liability or obligation if the IGIplan Key is mislaid as a result of loss, theft or otherwise. IGI reserves the right to block the licenses saved on the IGIplan Key upon being notified by the user of the loss. The licenses saved on the IGIplan Key cannot be replaced.

## **4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

### **4.1 INTERNET-BASED SERVICES COMPONENTS**

The Software contains components that enable and facilitate the use of certain third party Internet-based services. IGI does not provide any guarantee of functionality to these third party services.

## **4.2 RESERVATION OF RIGHTS AND OWNERSHIP**

IGI reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. IGI owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.

## **4.3 LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY**

You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

## **4.4 LINKS TO THIRD PARTY SITES**

You may link to third party sites through the use of the Software. The third party sites are not under the control of IGI, and IGI is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. IGI is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by IGI of the third party site.

## **4.5 ADDITIONAL SOFTWARE / SERVICES**

This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that IGI may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. IGI reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

## **4.6 SUPPORT, UPDATES AND UPGRADES**

Support is provided only for the current version for one year. IGI can modify and partly or completely adjust the extent of the support (hotline, fora on the website etc.), upgrades and updates at any time.

## **4.7 ACADEMIC EDITION SOFTWARE**

To use Software identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please contact IGI or the IGI subsidiary serving your country.

## **4.8 TERMINATION**

Without prejudice to any other rights, IGI may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must send the hardware dongle to IGI.

## **4.9 DISCLAIMER OF WARRANTIES**

You expressly acknowledge and agree that use of the IGI software that accompanies this EULA is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, IGI and its suppliers provide the Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement with regard to the software.

## **4.10 LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, IGI and its suppliers shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if IGI has been informed of the possibility of such damages. In any case IGI's entire

liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software.

#### **4.11 APPLICABLE LAW**

This EULA is governed by the laws of the Federal Republic of Germany. If any dispute which may arise hereunder, you consent to the jurisdiction of the provincial courts sitting in Siegen, NRW.

#### **4.12 ENTIRE AGREEMENT; SEVERABILITY**

This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and IGI relating to the Software and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any IGI policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

IGI is in any case thankful for reports on occurring errors, for suggestions and critique. Should you have any questions concerning this EULA, or if you desire to contact IGI for any reason, please use the address information enclosed in this Software to contact IGI or visit IGI on the World Wide Web at <http://www.igi-systems.com>.