

## **Terms & Conditions of use, Terms & Conditions of licence**

(last updated: 15.05.2011)

### **1. Terms of use**

The use of the area of a-tune software AG's website that is protected by a requirement to login by means of a username and a password is subject to the terms and conditions outlined in this section.

#### **1.1 Permitted Users**

The login to the protected area is only permitted by means of a username and a password that

- a) have been issued in the course of a valid and enforceable support agreement for one of a-tune's software products or changed by means provided by a-tune; and
- b) are still subject to a valid and enforceable support agreement by a-tune for such software.

#### **1.2 Usage restrictions regarding offered items**

The protected area may be used to download software, documents, templates and information according to the licence terms in section 2 of these terms and conditions. Any further use is forbidden.

The protected area in itself, the use of the protected area and any use of the offered items of software, tools, utilities, documents, information and templates shall not be part or subject of any originally concluded license agreement or support agreement regarding a-tune's software products.

#### **1.3 Forbidden use**

The use of the protected area is forbidden inter alia, if and when

- a) a username and/or a password are used to log into the protected area that were revealed by the entitled user; or
- b) a username and/or a password are used to log into the protected area that were obtained by means of theft, guess, spying or otherwise without the involvement of a-tune; or
- c) the protected area is used in order to store or publish of the user; or
- d) the protected area is to be deep-linked by the user.

### **2. Copyright licence**

#### **2.1 Rights of use regarding the protected area**

The protected area consists of a convolution of graphics, texts and software code. The use of these graphics, texts and software codes are permitted only in so far as this use is required to allow the user to download software, tools,

utilities, documents, information and templates that are stored for such purpose in the protected area by a-tune.

## 2.2 Rights of use regarding downloadable items

a-tune grants the users that are entitled to use the protected area a non-exclusive, fully paid up right to download and copy the offered items of software, tools, utilities, documents, information and templates only in so far as such downloading and copying is intended for the use of the software, tools, utilities, documents, information and templates in connection with a-tune's software products. a-tune shall be entitled to withdraw such grant of rights at any time and at its' sole discretion. Any further copying of the works mentioned afore shall be forbidden and no further rights shall be granted.

## 2.3 Limitation of liability

a-tune shall be liable for damages caused by a-tune with intend or due to gross negligence. Any further liability of a-tune shall be excluded.

## 2.4 User's cooperation obligations

The user shall be responsible to ascertain any item downloaded from the protected area by appropriate means for security purposes. Any liability of a-tune for fitness for the user's intended purpose shall be excluded.

## 3. Choice of law, venue

These terms and conditions and any acts by the user shall be subject solely to German law. To the extent permitted by law, the courts exercising jurisdiction over Darmstadt, Federal Republic of Germany, shall exercise sole and exclusive jurisdiction regarding any dispute arising out of or in connection with these terms and conditions.

These terms and conditions are made available in the protected area under the link "*Terms and Conditions*".

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