

Terms and Conditions of Use

Software Provided Free of Charge

1 Subject matter

The following terms and conditions govern the provision of software free of charge to the customer by T-Systems International GmbH (hereinafter referred to as T-Systems), Hahnstraße 43d, 60528 Frankfurt, Germany (registered with Frankfurt am Main District Court HRB 55933).

2 General

- 2.1 T-Systems shall provide the software exclusively on the basis of these General Terms and Conditions.
- 2.2 By installing the software or using it for the first time, the user accepts these licensing terms and conditions.

3 Services provided by T-Systems

- 3.1 T-Systems shall provide the software in the object code as part of a download option from the Internet. The program description (documentation) can also be accessed and printed out in the suitable electronic format in accordance with the aforementioned forms of provision.
- 3.2 T-Systems shall grant the user the right to make copies of the software to the extent required in order to use the software on a computer simultaneously with only a single central processing unit (CPU). This shall include, in particular, making a backup copy for the purposes of protecting data as well as an installation copy on a hard disk of the computer used.
- 3.3 T-Systems, its supplier and the creator of the software shall remain the owners of all rights, including the proprietary rights to the software and the documentation.
- 3.4 The option to take enhanced versions of the software is not part of the scope of service of this agreement.

4 Obligations and responsibilities of the user

- 4.1 The user shall affix a copyright notice to the backup copies (Item 2.2).
- 4.2 In networks, the user shall only be permitted to use the program on one computer of the network at a time.
- 4.3 The user shall not be permitted to copy, sell, modify, change, further develop or otherwise process the software unless there is a mandatory legal requirement to do so.
- 4.4 It shall not be permitted to reverse engineer, decompile or disassemble the software. It shall not be permitted to investigate the structure or functionality of the software or to remove or modify copyright notices, serial numbers and any other features that serve to identify the program. The user shall have the right to decompile the software to the extent necessary in order to establish interoperability with a different program. The user must however observe the limitations set forth in § 69e of the German copyright law.

5 Termination

- 5.1 T-Systems shall be entitled to revoke the usage rights granted as part of these terms and conditions of use at any time. All usage rights and all other rights granted to the user shall expire.
- 5.2 If usage rights are revoked or terminated another way, the user shall immediately surrender the software provided, including all copies, the documentation, the data storage media and other documents and, if the copies are stored on a hard disk, delete those copies. If requested by T-Systems, the customer shall provide T-Systems with written confirmation that no further copies exist.

6 Warranty

- 6.1 T-Systems and/or its license provider is/are not liable for functionality, particularly for any errors in the software or for whether or not the software is appropriate for particular purposes or objectives, meets individual demands or functions seamlessly without glitches.
- 6.2 Neither T-Systems nor its license provider guarantee that the software installation will be compatible with the customer's operating system or that it will not cause damage to said operating system. Should the user experience data loss upon using the software, T-Systems is only liable for any resulting damages to the extent that the user has backed up his data in an appropriate form and at suitable intervals or at least once a day so that these can be recovered with a reasonable amount of effort.
- 6.3 T-Systems is only liable for damage to materials and defects of title in case of fraudulent concealment. The provisions set forth in Item 8 shall apply to any claims for damages.

7 Liability

- 7.1 T-Systems shall be fully liable for any damage it causes intentionally or by gross negligence or if the damage is attributable to the lack of a guaranteed feature.
- 7.2 In the event of negligence, T-Systems shall be fully liable in case of injury to life, limb and health.
- 7.3 Liability shall otherwise be excluded, although liability in accordance with the Product Liability Act shall not be affected hereby.

8 Miscellaneous

- 8.1 The contractual relations between the parties to the agreement shall be subject to German law.