

## **combit License Agreement for the List & Label Trial Version**

**Please read carefully before installing.  
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**Please note: This combit License Agreement is not valid for List & Label full versions. If you would like to inform yourself about the general "combit Software License Agreement" please have a look at [www.combit.net](http://www.combit.net).**

**This is a legal agreement between you ('customer') and combit Software GmbH, Germany ('combit'). By opening the sealed packaging, by agreeing during the installation or by agreeing during the registration via the electronic form you agree to be bound by the terms of this agreement. Please read carefully! If you do not agree to the terms of this agreement, you may not open this envelope respectively continue with the installation! In this case, you should however, promptly return the complete packaging and all accompanying items to your place of purchase, for a full refund.**

**It is in your best interest to produce backup copies regularly in order to avoid extensive damage due to the loss of data! Please also include the original software in the initial backup and keep this backup in a safe place together with the product license certificate.**

### **1. Special Terms of the List & Label Trial Version**

1.1 The List & Label Trial Version may only be used for testing purposes. You are not allowed to use it commercially. As soon as you decide to use List & Label in a commercial project, you are obliged to purchase a List & Label license.

1.2 The testing of the List & Label trial version is limited to a time period of thirty days after initial installation. After the expiration of this time period, a nonrecurring new installation on another PC or network is authorized. Another subsequent installation is not permissible. After the expiration of this time period you may not further use this trial version or any of the accompanying documentation in any form.

1.3 No support is provided for the List & Label Trial Version.

1.4 With this software license, combit grants the customer an individual and personal, nonexclusive, and only by the consent of combit, transferable right to use the licensed software. This right does not include the right to under-license. In the case that the customer is a legal entity, combit grants the right to designate one individual within the organization, to have the sole right to use the software, in the manner provided in this license agreement.

1.5 You are not allowed to redistribute one or several modules or files contained in the List & Label Trial Version. This is also valid for the modules that are defined as "redistributable files" in the full version and in the general "combit Software License Agreement". You have no right to pass on sample code or modified versions of sample codes as source code or in another form.

1.6 The List & Label Trial Version uses several security mechanisms to ensure combit's license rights. Please note that in a network the Trial Version will send messages to other stations in the network.

1.7 You may not use the List & Label Trial Version in connection with one or several full versions of the same version.

1.8 You may not use any procedure in order to reproduce / recompile / disassemble source code or parts of source codes, or to retrieve information on the conception or construction of the software.

1.9 As long as the provided data carrier contains software, which was not included in the license given to you, you may use the software only in the case of a special license.

1.10 You have to keep all software information confidential, as well as the applied methods and procedures. You are obliged to guard the provided software and documentation against knowledge of or use by a third party. You are obliged not to use any part of the software, procedures, or ideas, directly or indirectly, for the creation of another software product. A modification in the licensed software requires an explicit written agreement from combit.

1.11 combit, and combit alone, reserves all rights, especially copyrights, for the provided software as well as the documentation, as long as this is not explicitly marked differently.

1.12 combit notes, that if you violate copyright laws, you are liable for all damages that occur as a result of these copyright law violations.

### **2. Product Capability and Affirmation**

2.1 Specifications given in brochures, advertisements, documentation and any other written notices are descriptive only and do not constitute any guarantees regarding the condition of the products. Guarantees regarding the condition of products require an explicit, written form. This applies equally to any indication of price or the release of add-ons and extensions. Technical data, specifications and functional design specifications in the software product descriptions do not constitute guarantees regarding the condition of the products, unless this was expressly confirmed as such by combit.

### **3. Digital Signature**

3.1 combit supports third party software for signature processes in several of her software products. combit points out explicitly that she is neither offerer of this signature software nor responsible for it. Particularly combit is no provider of certification services in the sense of the signature law.

### **4. Warranty**

4.1 combit makes every effort through the implementation of quality assurance measures to keep software free of defects, but points out that with current technology it is not possible to guarantee that software is completely free of defects.

4.2 The customer initially has the choice between having combit remedy the defect and making a replacement delivery. However, combit is entitled to refuse the selected option if this would only be possible at inappropriate costs or if a follow-up product is

available that no longer has this defect and if this type of retrospective fulfillment is not connected with any substantial disadvantages for the customer.

4.3 If attempts to eliminate the defect - which combit may attempt twice - fail or if combit does not offer a program version free of defects, the customer has the right to withdraw from the contract or reduce the purchase price to an appropriate extent (abatement of purchase price).

4.4 However, in case of a minor breach of contract - especially in case of slight defects - the customer is not entitled to withdraw from the contract and to claim for compensation instead of damaged goods or instead of the provision of service.

4.5 The customer does not receive any guarantees from combit in a legal sense unless this was agreed upon in writing.

4.6 The warranty is void for any programs or parts of programs that were modified or extended by the customer, unless the customer can furnish proof to combit that such modifications or extensions are not the cause of the defect. The warranty claim is also void in case of defects, suspensions, interruptions and damages that are a consequence of incorrect operation, hardware and operating system failures, non-compliance with data security regulations or other processes outside of combit's responsibility, or if the customer denies combit the opportunity to investigate the cause of the defect.

4.7 The period of limitation for contractors is one year as of the receipt of the goods. For consumers, this period is two years as of the receipt of the goods.

## **5. Notice of Defects**

5.1 If the customer is a contractor, he/she shall immediately check the product for completeness and quality upon receipt. Evident defects must be communicated in writing to combit within 14 days as of the receipt of product; otherwise, the assertion of the warranty claim is excluded. The dispatch of the notice in due time is sufficient to adhere to the limitation period.

## **6. Liability for Defects**

6.1 If the customer is a contractor claims for damage due to defects of the goods require that the customer has followed the examination and notice of defects procedure as stated in 6.

6.2 combit's liability is regulated by law in case the customer claims damages which are due to an intentional or gross negligent breach of contract or in case of a slightly negligent breach of significant contractual obligations. This also applies to the breaches of obligations by combit's legal representatives or vicarious agents. Unless combit is not accused of intentional breach of contract, combit's liability is limited to the typical, foreseeable, and direct average damage. This applies also to damage liability caused by delay.

6.3 combit's liability - unless combit is not accused of intentional breach of contract - is also limited to the foreseeable, typically occurring damage if the customer exercises his/her right of withdrawal or reduction of purchase price.

6.4 Liability due to wrongful personal injury to life, body or health as well as liability according to the product liability law and a legal product liability remain unaffected.

6.5 The statute of limitation for claims due to defects is one year after the receipt of the goods for contractors and two years after the receipt of the goods for consumers, calculated from the transfer of risk. This does not apply in case of fraud and in case, combit should give a warranty.

## **7. Aggregate Liability**

7.1 Beyond 6. any further liability concerning contractors is excluded, irrespective of the legal reason. This applies particularly for damage claims resulting from precontractual liability, for other breaches of duty or for torturous liability or concerning damage to property according to § 823 BGB.

7.2 As far as liability for compensation towards combit is excluded or limited this applies also to the personal liability claims for damages against combit's employees, legal representatives or vicarious agents.

7.3 An exclusion period of 18 months applies to the limitation for all claims of contractors that are not subject to limitation due to a defect of product.

## **8. Product Changes**

8.1 combit may make product changes that do not effect general functional capability.

## **9. Final Clauses**

9.1 The law of the Federal Republic of Germany applies to this agreement. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

9.2 Jurisdiction for all disputes arising out of or in connection with the contract is the domicile of combit for all merchants, corporate bodies under public law or public fund assets within the meaning of the Commercial Code (HGB). Place of performance for delivery and payment is the registered office of combit. combit may file a suit against merchants at the customer's place of jurisdiction or any other legal jurisdiction. As for the rest, the legal requirements shall apply.

9.3 The parties did not agree on any subsidiary arrangements. Any amendments must be made in writing. The same applies to the removal of the written form clause.

9.4 Should individual terms of the contract including this provision be or become partially or completely invalid, this shall not affect the validity of the other contract terms. The terms of the contract comply with the statutory provisions. In the absence of statutory provisions, the invalid provision shall be replaced by a provision which comes as close as possible to the economic intent.

9.5 This English version shall be used only for assistance in translation of the German version of the Software License Agreement. For any legal interpretation or claim, the German version shall prevail.