

End User License Agreement

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End User License Agreement

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The user acknowledges that the software must only be used and applied as intended for the purpose indicated in the instruction manual.

§ 1 Legal ownership

The user acknowledges that the software is a protected computer program in the sense of § 69 a of the German Copyright Act. Furthermore, the user acknowledges that Hörzentrum Oldenburg gGmbH is the sole legal owner in the sense of the German Copyright Act.

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Hörzentrum Oldenburg gGmbH grants the licensee / end user the right to use the software as described in the program description and in the instruction manual. The right of use shall be granted in return for payment as a simple, non-exclusive right to use the software within the context of the conditions of this agreement, which is only to be transferred to third parties in accordance with § 3.

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The licensee / end user may only transfer the software in physical form from one computer to another provided that the software is only ever used on a single computer at any one time. No further use shall be permitted.

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The subject matter of the contract for web applications as Internet plugin (iFrame) is the provision of software for use by accessing a computing center provided by Hörzentrum Oldenburg gGmbH via the Internet. Hörzentrum Oldenburg gGmbH provides the licensee / end user with the use of the software at the router exit of the respective computing center. The software remains on the server of Hörzentrum Oldenburg gGmbH at all times. The right of use on the user website is limited to one domain.

The licensee / end user is not permitted to copy or otherwise reproduce the software or the written material, either in whole or in part, in its original or in an amended form.

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Licenses that are provided with a dongle (copy protection device) and the software only works when the dongle is present, the ownership of the licenses is directly bound to their respective dongle. A loss of the dongle means the loss of proof of ownership of the license. Licenses without proof of ownership cannot be replaced. Damaged dongles may be replaced for a fee.

Dongles may not be used in the network as a shared resource for different workstations if it is not technically ensured that absolutely no simultaneous use by different workstations is possible. Hörzentrum Oldenburg reserves the right to take protective measures against such use.

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§ 3 Availability

In the case of web applications as Internet plugin, Hörzentrum Oldenburg gGmbH provides the licensee / end user with the software with an availability of 99.5% on a monthly average. Hörzentrum Oldenburg gGmbH may interrupt the provision of services for maintenance work for a period of time determined in advance. These periods are not taken into account in the calculation of the availability rate.

§ 4 Transfer

The ownership and the right of use of the software may only be transferred to a third party if

- a) the installed software and any additionally stored data components are deleted,
- b) the third party declares their agreement with the terms of this agreement in writing to Hörzentrum Oldenburg gGmbH,
- c) all components belonging to the software are transferred along with all written supporting material and
- d) the transfer covers the last updated version of the software as well as all earlier versions.

§ 5 Guarantee

Hörzentrum Oldenburg gGmbH guarantees to the original licensee that, at the time of transfer of the software, the data carrier on which the software is recorded and the program description and instruction manual that are transferred with it are free from significant errors under the assumed operating conditions.

Because of the large number of combinations of data and operations and of operating errors that can occur in practice, Hörzentrum Oldenburg gGmbH cannot guarantee that the products are completely free from defects. A software error will not be present if the program function in question functions on the recommended hardware configuration.

If the data carrier and / or the accompanying program description and instruction manual are defective, the licensee may claim a replacement during the guarantee period of 6 months from the date of delivery. To do this, the data carrier, including any backups and / or the program description and instruction

manual must be returned to Hörzentrum Oldenburg gGmbH.

If Hörzentrum Oldenburg gGmbH is unable to provide a replacement without this defect within reasonable time, the licensee shall be entitled to set an additional period of time of reasonable length with the declaration that they will refuse to accept the replacement after the expiry of this period. After the expiry of this period, the licensee shall be entitled to claim a change or reduction.

In the case of web applications, Hörzentrum Oldenburg gGmbH does not owe the guarantee of the data connection between the transition point and the IT systems of the licensee / end user. It is the responsibility of the licensee / end user to create the technical prerequisites for receiving the software at the transfer point and for its use.

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The guarantee does not include the elimination of defects and / or liability for damage resulting from external influences or improper operation or maintenance. This depends on the information contained in the program description and in the instruction manual. A guarantee shall not be given if the licensee / end user uses the software for any purpose other than the one indicated above.

The guarantee shall not apply if the user modifies the software him/herself, and / or if the software is modified by third parties. In these cases, if guarantee measures are performed, the licensee shall be obliged to bear the additional costs incurred by Hörzentrum Oldenburg gGmbH in addition to the material and labour expense.

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The absolute liability under the German Product Liability Act (ProdHaftG) shall remain otherwise unaffected.

§ 7 License management

Computer means the computer on which the software is running, web server means web servers operated by Hörzentrum Oldenburg for license management purposes, and license means one or more licenses required to operate the software.

The software communicates via an Internet connection with web servers when an online activation or online verification of a license is performed. The following data is transferred: (i) IP address and other properties of the computer that identify the computer, and (ii) license-related data. Transmitted data is stored on web servers and used solely for license management purposes. Personal information is not transferred by the software.

If only an online activation of the license takes place and the license is stored on the computer, no automatic communication of the software with the web servers takes place during further operation.

If the license is not stored on the computer during online activation, the license will be verified online each time the software is run. In order to end the online verification of a license, the license has to be deactivated. This applies in particular to demo licenses.

Online activations or online verifications of licenses are logged on the web servers. This data is used exclusively for license management.

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